



**BENICIA CITY COUNCIL
CITY COUNCIL SPECIAL MEETING AGENDA**

**REVISED AGENDA
Benicia City Hall, 250 East L Street
March 19, 2020
6:00 PM**

Coronavirus (Covid-19) Advisory Notice

The Solano County Public Health Department has advised that non-essential gatherings should be canceled, postponed, or done remotely. Additional information is available at <http://www.solanocounty.com/depts/ph/ncov.asp>.

This meeting is necessary so that the City can continue to conduct its business and is considered an essential gathering. Consistent with Executive Orders No. 25-20 and No. 29-20 from the Executive Department of the State of California, the meeting will not be physically open to the public. Members of the City Council and staff will participate in this meeting via teleconferencing as permitted under Executive Orders No. 25-20 and No. 29-20.

As always, the public may submit public comments in advance and may view the meeting from home. Below is information on how to watch the meeting via cable and/or live stream and how to send in public comments that will be part of the public record.

How to Watch the Meeting:

- 1) Cable T.V. Broadcast on Channel 27
- 2) Livestream online at www.ci.benicia.ca.us/agendas.

How to Submit Public Comments:

Comments submitted by 3:00 p.m. prior to the commencement of the meeting will be presented to the City Council and included in the public record for the meeting. Comments can be submitted by email to lwolfe@ci.benicia.ca.us.

Any member of the public who needs accommodations should email City Clerk Lisa Wolfe at lwolfe@ci.benicia.ca.us, who will use her best efforts to provide as much accessibility as possible while also maintaining public safety.

1. Call To Order

2. Convene Open Session (6:00 P.M.)

3. Roll Call

4. Pledge Of Allegiance

5. Reference To The Fundamental Rights Of The Public

A plaque stating the fundamental rights of each member of the public is posted at the entrance to this meeting room per section 4.04.030 of the City of Benicia's Open Government Ordinance.

6. Adoption Of The Agenda

7. Opportunity For Public Comments

This portion of the meeting is reserved for person wishing to address the Council on any matter not on the agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the City Council from responding to or acting upon matters not listed on the agenda. Each speaker has a maximum of five minutes for public comment. If others have already expressed your position, you may simply indicate that you agree with a a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Speakers may not make personal attacks on council members, staff or members of the public, or make comments which are slanderous or which may invade an individual's person privacy.

8. Written Comment

9. Public Comment

10. Consent Calendar

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

10.A - APPROVAL OF TASK ORDER NO. 03 WITH CULLEN-SHERRY & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE BAYSHORE ROAD SEWER LATERAL CROSSOVER PROJECT (Public Works Director)

The City of Benicia owns and maintains sewer mains along Bayshore Road. Four existing service laterals are connected to an old sewer main that is scheduled to be abandoned and these laterals need to be transferred over to a newer main.

The proposed resolution (Attachment 1) would approve Task Order No. 03 (Attachment 2) of the Master Agreement for Professional Engineering Services with Cullen-Sherry & Associates, Inc. (Attachment 3) to design the Bayshore Road sewer lateral crossovers at a not-to-exceed cost of \$18,500. The Master Agreement states that Task Orders providing for more than \$49,999 compensation for one project or per fiscal year shall be presented to the City Council for consideration. The total cost of Task Order No. 3, combined with previous Task Order Nos. 1 and 2, exceeds \$49,999 and Council approval is therefore required.

Recommendation:

Move to adopt a resolution approving Task Order No. 03 with Cullen-Sherry & Associates, Inc. for professional engineering services to design the Bayshore Road sewer lateral crossovers at a not-to-exceed cost of \$18,500 and authorizing the City Manager to execute the Task Order on behalf of the City of Benicia.

[Staff Report - Bayshore Road Sewer Lateral Crossover Project](#)

[1. Resolution - Bayshore Road Sewer Lateral Crossover Project](#)

[2. Task Order No. 03 - Cullen-Sherry & Associates, Inc.](#)

[3. Master Professional Agreement with Cullen-Sherry & Associates, Inc.](#)

10.B - APPROVAL OF TASK ORDER NO. 01 WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES FOR THE BAYSHORE ROAD/ EAST J AND K STREETS SEWER IMPROVEMENT PROJECT (Public Works Director)

The Bayshore Road/ East J and K Streets Sewer Improvement Project has been identified in the City's rate-payer funded Capital Improvement Program and is a critical element in maintaining the City's aging sewer infrastructure. Construction inspection proposals were solicited from the City's list of approved on-call engineering consultants, and Coastland Civil Engineering, Inc. submitted the most qualified proposal for this project.

The proposed resolution (Attachment 1) would approve Task Order No. 01 (Attachment 2) of the "Agreement for Master Professional Engineering Services On-Call Construction Management and Inspection Services" with Coastland Civil Engineering, Inc. (Attachment 3) to inspect the sewer improvement construction at a not-to-exceed cost of \$85,195. The master agreement states that Task Orders providing for more than \$49,999 compensation for one project or per fiscal year shall be

presented to the City Council for consideration. Task Order No. 01 exceeds \$49,999 and Council approval is therefore required.

Recommendation:

Move to adopt a resolution approving Task Order No. 01 with Coastland Civil Engineering, Inc. for construction inspection services of the Bayshore Road/ East J and K Streets Sewer Improvement Project at a not-to-exceed cost of \$85,195 and authorizing the City Manager to execute the Task Order on behalf of the City of Benicia.

[Staff Report - Construction Inspection Services for Bayshore Rd-East J & K Streets Sewer Improvement Project](#)

[1. Resolution - Construction Inspection Services for Bayshore Rd-East J & K Streets Sewer Improvement Project](#)

[2. Task Order No. 01 - Coastland Civil Engineering, Inc.](#)

[3. Master Professional Agreement with Coastland Civil Engineering, Inc.](#)

10.C - AGREEMENT WITH CHABIN CONCEPTS FOR ON-CALL ECONOMIC DEVELOPMENT SERVICES (Economic Development Manager)

In order to continue to implement the strategic actions identified in the Benicia Industrial Park Vision 2020 Plan, the 2015 Benicia Industrial Park Marketing Plan, the 2012 Business Development Action Plan, and assist in organizing the 2020 Clean Tech Expo, it is necessary to continue to contract with Chabin Concepts, Inc. to aid City staff in business retention, expansion and attraction efforts.

Recommendation:

Move to adopt the resolution (Attachment 1), approving an agreement for professional services with Chabin Concepts, Inc. (Attachment 2), to continue to implement the various economic development strategic action plans for an amount not-to-exceed \$47,500.

[Staff Report - On-Call Economic Development Services](#)

[1. Resolution - On-Call Economic Development Services](#)

[2. Agreement with Chabin Concepts, Inc.](#)

[3. Economic Development Snapshot](#)

11. Business Items

11.A - RATIFYING PROCLAMATION OF LOCAL EMERGENCY (City Manager)

In light of the COVID-19 emergency, the City Manager issued a Proclamation of Existence of a Local Emergency on March 15, 2020, permitting the City to seek reimbursement of funds for responding to

the pandemic, and also allowing the City to enact regulations and orders to assist in responding to COVID-19 pandemic. The Council must ratify this Proclamation within 7 days of issuance, in order for the Proclamation to continue.

Recommendation:

Move to adopt a resolution (Attachment 1) ratifying a Proclamation of Existence of a Local Emergency due to the spread of Coronavirus (COVID-19) (Attachment 2).

[Staff Report - Proclamation of Existence of a Local Emergency](#)

[1. Resolution - Proclamation of Existence of a Local Emergency](#)

[2. Proclamation of Existence of a Local Emergency](#)

12. Adjournment (6:45 P.M.)

Public Participation

The Benicia City Council and its Boards and Commissions welcome public participation.

Pursuant to the Brown Act, each public agency must provide the public with an opportunity to speak on any matter within the subject matter jurisdiction of the agency and which is not on the agency's agenda for that meeting. The City Council allows speakers to speak on non-agendized matters under public comment, and on agendized items at the time the agenda item is addressed at the meeting. Comments are limited to no more than five minutes per speaker. By law, no action may be taken on any item raised during the public comment period although informational answers to questions may be given and matters may be referred to staff for placement on a future agenda of the City Council.

Should you have material you wish to enter into the record, please submit it to the City Manager.

Disabled Access or Special Needs

In compliance with the Americans with Disabilities Act (ADA) and to accommodate any special needs, if you need special assistance to participate in this meeting, please contact Alan Shear, the ADA Coordinator, at (707) 746-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

Meeting Procedures

All items listed on this agenda are for Council discussion and/or action. In accordance with the Brown Act, each item is listed and includes, where appropriate, further description of the item and/or a recommended action. The posting of a recommended action does not limit, or necessarily indicate, what action may be taken by the City Council.

Pursuant to Government Code Section 65009, if you challenge a decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. You may also be limited by the ninety (90) day statute of limitations in which to challenge in court certain administrative decisions and orders (Code of Civil Procedure 1094.6) to file and serve a petition for administrative writ of mandate challenging any final City decisions regarding planning or zoning.

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

Public Records

The agenda packet for this meeting is available at the City Manager's Office and the Benicia Public Library during regular working hours. To the extent feasible, the packet is also available on the City's web page at www.ci.benicia.ca.us under the heading "Agendas and Minutes." Public records related to an open session agenda item that are distributed after the agenda packet is prepared are available before the meeting at the

City Manager's Office located at 250 East L Street, Benicia, or at the meeting held in the Council Chambers. If you wish to submit written information on an agenda item, please submit to the City Clerk as soon as possible so that it may be distributed to the City Council. A complete proceeding of each meeting is also recorded and available through the City Clerk's Office.

Contact Your Council Members

If you would like to contact the Mayor or a Council Member, please call the number listed below to leave a voicemail message.

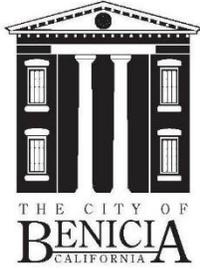
Mayor Patterson: 746-4213

Vice Mayor Strawbridge: 746-4213

Council Member Campbell: 746-4213

Council Member Young: 746-4213

Council Member Largaespada: 746-4213



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 19, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF TASK ORDER NO. 03 WITH CULLEN-SHERRY & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE BAYSHORE ROAD SEWER LATERAL CROSSOVER PROJECT**

EXECUTIVE SUMMARY:

The City of Benicia owns and maintains sewer mains along Bayshore Road. Four existing service laterals are connected to an old sewer main that is scheduled to be abandoned and these laterals need to be transferred over to a newer main.

The proposed resolution (Attachment 1) would approve Task Order No. 03 (Attachment 2) of the Master Agreement for Professional Engineering Services with Cullen-Sherry & Associates, Inc. (Attachment 3) to design the Bayshore Road sewer lateral crossovers at a not-to-exceed cost of \$18,500. The Master Agreement states that Task Orders providing for more than \$49,999 compensation for one project or per fiscal year shall be presented to the City Council for consideration. The total cost of Task Order No. 3, combined with previous Task Order Nos. 1 and 2, exceeds \$49,999 and Council approval is therefore required.

RECOMMENDATION:

Move to adopt a resolution approving Task Order No. 03 with Cullen-Sherry & Associates, Inc. for professional engineering services to design the Bayshore Road sewer lateral crossovers at a not-to-exceed cost of \$18,500 and authorizing the City Manager to execute the Task Order on behalf of the City of Benicia.

BUDGET INFORMATION:

This project is rate-payer funded. It is budgeted in FY 2019/20 in the Water Major Capital Projects Fund (Account No. 7208031-7435) and is included in the Five-Year Capital Improvement Program (WVO-061.) The total cost for Task Order No. 03 (Project No. 830010) is \$18,500. Sufficient funds are budgeted and available for this project.

BACKGROUND:

The City of Benicia owns and maintains sewer mains along Bayshore Road. One of these mains is in disrepair and will be abandoned. A newer parallel sewer main has been installed and most of the existing service laterals utilizing the old main have been crossed over and connected to the

new main. However, there are four existing service laterals that need to be transferred to the new system.

The project will require surveying, design, and coordination with the City and AMPORTS. The four locations are scattered along Bayshore Road from roughly a half mile south of Park Road to the Valero pipe crossover adjacent to the Benicia-Martinez Bridge.

The City currently has a contract with Cullen-Sherry & Associates, Inc. for on-call engineering services. Staff recommends approving Task Order 03 with Cullen-Sherry for design services related to the lateral crossovers to the Bayshore Road sewer main, Project No. 19-07.

Project No. 19-07 includes the following elements:

- Field survey to locate existing field conditions and provide topographic data for design.
- Perform an aerial survey to provide an orthomosaic map for use as a background for improvements.
- Prepare design for the removal/ relocation of sewer crossovers at four locations on Bayshore Road.
- Complete the Design, Improvement Plans and Specifications for sewer revisions.
- Coordination with the City of Benicia and AMPORTS.
- Provide engineering support during the bid and construction phases.

NEXT STEPS:

If approved, the City will issue a formal bid for construction services after final design deliverables are complete. Construction is scheduled to begin in late fall of 2020.

ALTERNATIVE ACTIONS:

City Council could choose to not approve this Task Order, which would delay or possibly prevent the preparation of a bid package in time to solicit construction bids in July 2020.

General Plan	Goal 2.28: Improve and maintain public facilities and services.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	1. Capital Improvement Program

	<ol style="list-style-type: none"> 2. Capital Improvement Project Management 3. Wastewater Collection System Maintenance and Repair
	<p style="text-align: center;">Priority Based Budgeting (PBB) Website:</p> <p>Coming soon in Spring 2020 will be a link to the City of Benicia's PBB website to learn more about these programs and their costs.</p>

CEQA Analysis	<p>Staff has determined that this project is Categorical Exempt from CEQA Section 15301, Class 1(c), the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.</p>
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ATTACHMENTS:

1. Resolution – Bayshore Road Sewer Lateral Crossover Project
2. Task Order No. 03 – Cullen-Sherry & Associates, Inc.
3. Master Professional Agreement with Cullen-Sherry & Associates, Inc.

For more information contact: Laura Pate, Project Manager - Utilities

Phone: 707-746-4386

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

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING TASK ORDER NO. 03 WITH CULLEN-SHERRY & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE BAYSHORE ROAD SEWER LATERAL CROSSOVER PROJECT AT A NOT-TO-EXCEED COST OF \$18,500 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER ON BEHALF OF THE CITY

WHEREAS, four (4) of the City of Benicia's (City's) sewer laterals that connect to a sewer main to be abandoned along Bayshore Road need to be transferred to a new sewer main;

WHEREAS, Cullen-Sherry & Associates, Inc. is one of the City's on-call engineering firms;

WHEREAS, the Master Agreement states that Task Orders providing for more than \$49,999 compensation for one project or per fiscal year shall be presented to the City Council for consideration;

WHEREAS, staff recommends approval of Task Order No. 03 to the Master Professional Agreement with Cullen-Sherry & Associates, Inc. for design engineering services for the Bayshore Road Sewer Lateral Crossover Project No. 19-07.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve Task Order No. 03 with Cullen-Sherry & Associates, Inc. for design of the Bayshore Road Sewer Lateral Crossover Project at a not-to-exceed cost of \$18,500 (Munis Project No. 830010, Account No. 7208031-7435 Wastewater Major Capital Projects) and authorizing the City Manager to execute the Task Order on behalf of the City.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19th day of March, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

TASK ORDER NO. 2019-03

CULLEN-SHERRY & ASSOCIATES, INC.

Bayshore Road Sewer Crossover Project

1. Purpose:

The purpose of the TASK ORDER is to authorize and direct the ENGINEER to proceed with the work items specified in the SCOPE OF SERVICES of this TASK ORDER, in accordance with the provisions of that AGREEMENT (CONTRACT # 19-283) between the parties hereto dated November 01, 2019.

2. Scope of Work:

The work authorized by this TASK ORDER is outlined in the "Scope of Services" attached hereto as Exhibit "B".

3. Time of Performance:

The work authorized by this TASK ORDER shall begin within 14 days from receiving written notice to proceed. The estimated date of completion is April 13, 2020.

4. Compensation and Payment:

Compensation shall be on a cost reimbursement basis as provided in Article 3 of the Consultant Agreement dated November 01, 2019, between the parties hereto. The NOT TO EXCEED cost is \$ **18,500** for work authorized by this TASK ORDER. Payment shall be in accordance with Article 3 of the aforementioned Agreement.

5. Effective Date:

This TASK ORDER shall become effective immediately upon its execution by both parties.

6. Items and Conditions:

All items and conditions contained in the AGREEMENT for engineering services dated November 01, 2019, between City Benicia and Cullen-Sherry & Associates, Inc. are incorporated herein by reference

Executed this _____ day of _____, 2020.

CITY OF BENICIA

APPROVED AS TO FORM

CITY ATTORNEY

CULLEN-SHERRY & ASSOCIATES, INC.



Rodney A. Sherry, P.E.
President

EXHIBIT 'A'

PURPOSE

The purpose of this project is to provide:

1. Field survey to locate existing field conditions and provide topographic data for design.
2. Aerial Surveys to provide orthomosaic map for use as background for improvements.
3. Prepare design for removal/relocation of sewer crossover at four (4) locations on Bayshore Road. See Site Exhibit.
4. Complete the Design, Improvement Plans and Specifications for sewer revisions.
5. Coordination between City of Benicia Staff and AMPORTS.
6. Provide engineering support during the bid and construction phases.

BACKGROUND

The City of Benicia owns and maintains forced sewer main along Bayshore Road. One of the existing sewer lines is in disrepair and needs to be abandoned. A newer parallel sewer line has been installed and the existing services utilizing the old line must be transferred to the new system. Four (4) existing services have been identified, by the City of Benicia Staff, as sewerage to the old main line. See Site Exhibit,

EXHIBIT 'B'

SCOPE OF SERVICES

Cullen-Sherry & Associates, Inc. will provide the following tasks under this Task Order:

1. AERIAL & GROUND SURVEY OF WORK AREAS:

\$5,500

- 1.1. No property lines will be mapped, the work sites are within Bayshore Road. The sites within the privately owned portion of Bayshore Road will be coordinated with the property owner (AMPORTS).
- 1.2. Field Survey to establish horizontal and vertical control at the sites.
- 1.3. Field Survey to set ground control points at each site.
- 1.4. Field survey and measurements to locate existing surface features and utilities within each work site.
- 1.5. Aerial Survey of project sites and adjacent properties using DJI Phantom 4 Pro quadcopter drone. The project will be flown using autonomous flight control with a double grid pattern.
- 1.6. Reduce aerial data (images) using Pix4D Mapper Pro software.
- 1.7. Generate 3D point cloud and digitally rectified orthomosaic image using Pix4D software.
- 1.8. Generate electronic 3D surface model using AutoCAD Civil 3D software.
- 1.9. Deliverable: AutoCAD drawing with surface contours, spot elevations, utilities and orthomosaic image for use as background for design work and Improvement Plans.

2. DESIGN & CONSTRUCTION DOCUMENTS:

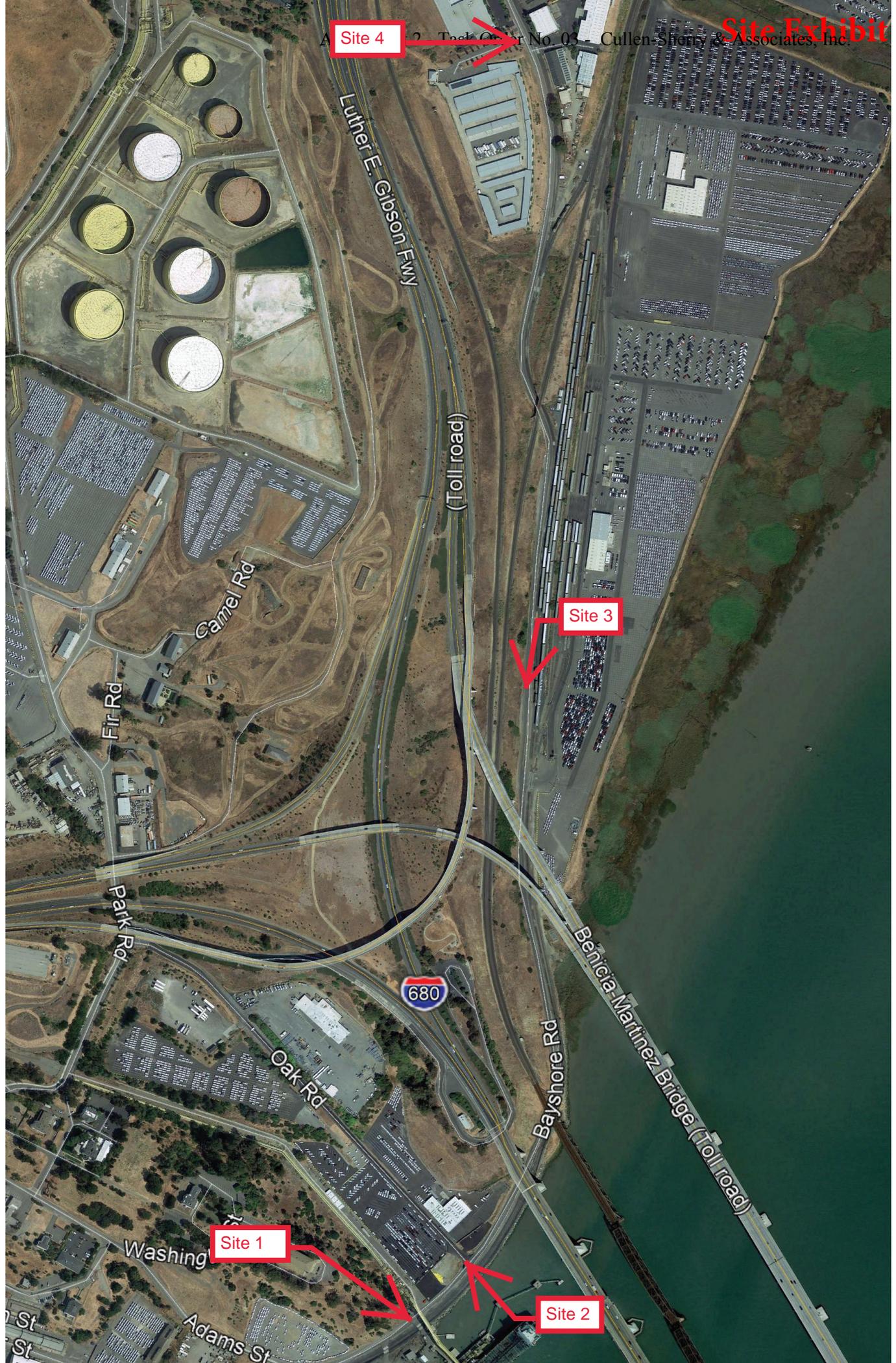
\$9,000

- 2.1. Prepare design for sewer connections.
- 2.2. Draft preliminary plans showing:
 - 2.2.1. Project Location
 - 2.2.2. Limits of work
 - 2.2.3. Pipe modification details
- 2.3. Meetings and coordination with City Staff and AMPORTS to discuss the design and incorporate comments and concerns into the project.
- 2.4. Prepare final design improvement plans.
- 2.5. Prepare project technical specifications
- 2.6. Prepare bid schedule and engineer's estimate for work.

3. CONSTRUCTION SUPPORT:

\$4,000

- 3.1. Provide on-call Civil Engineering support during the bid process by responding to technical questions and comments regarding the work to be bid.
- 3.2. Provide on-call construction engineering support by responding to RFIs and other technical issues during the construction process.
- 3.3. Prepare As-Built plans based on original design and field measurements and notes provided by project inspector / manager.



Site 4

Site 3

Site 1

Site 2

CONTRACT # 19-283

**AGREEMENT FOR MASTER PROFESSIONAL ENGINEERING SERVICES
ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of November, 2019 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and **Cullen-Sherry & Associates, Inc.**, a California corporation, with its primary office located at **1090 Adams Street, Suite A, Benicia, CA 94510** (hereinafter "CONSULTANT") (collectively, "the Parties").

THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings and intentions:

WHEREAS, CITY's staff does not have the expertise or capacity to perform this work in-house. The CONSULTANT has the expertise necessary for this specialized project; and

WHEREAS, CITY desires to contract with CONSULTANT and CONSULTANT to contract with CITY for provision by CONSULTANT to CITY for professional services as further described herein, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED**

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

1. **General Municipal Engineering:**

Tasks including, but not limited to, the following:

- Management of small to medium capital improvement projects including preparation of engineering studies, project planning, and coordination with other agencies and utilities.
- Preparation of environmental documents and implementation of mitigation measures in capital project design.
- Preparation of permit applications from appropriate agencies.
- Perform project design at the 35%, 65%, 95% and 100% levels including plans, specifications, and estimates, as required by the City.

- Preparation of Water Pollution Control Plans (WPCPs) and Storm Water Pollution Prevention Plans (SWPPPs).
- Assistance with administration of federally-funded projects including preparation of forms and documents and coordination with other agencies.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provide by the City.

2. Development Review:

- Development and capital improvement plan checking for conformance with City of Benicia Engineering Standards and Specifications (City Standards), State of California Standards and industry standards as applicable.
- Manage and review a wide variety of land development, subdivisions and building permit applications.
- Review various planning entitlement applications such as Tentative Maps, Site Development Reviews and Conditional Use Permits.
- Develop development conditions of approval.
- Review parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans and building permit plans for conformance with published City and State regulations and engineering standards of practice, including ADA and accessibility requirements.
- Review plans for conformance with the Regional Water Quality Control Board requirements.
- Preparation and/or review of agreements including long term encroachment agreements, stormwater operation and maintenance agreements, subdivision improvement agreements, and development agreements.
- Drafting/AutoCAD/GIS support to include revision of City Standard Plans, preparation of exhibits, GPS data collection, preparation of shapefiles, and GIS integration.

CONSULTANT shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement.

CONSULTANT agrees that its services shall be performed with due diligence and in accordance with generally accepted **engineering** practices.

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

2. AUTHORIZED REPRESENTATIVES

Authorized representatives shall represent CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by CONSULTANT under this Agreement except where approval for the CITY is specifically required by City Council. The CITY's authorized representative shall be **the City Engineer or designee**. Said **authorized representative** is authorized to execute Task Orders on behalf of CITY, including providing for CONSULTANT to be compensated not more than **\$49,999** for each project. Task Orders providing for more than **\$49,999** compensation for one project shall be presented to the City Council (or City Manager) for its consideration. CONSULTANT authorized representative shall be **Rod Sherry, P.E., President**.

3. COMPENSATION

CONSULTANT shall be compensated, not to exceed **\$49,999** per fiscal year for basic services rendered under Section 1, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

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

4. INDEMNIFICATION

(a) Consistent with Civil Code section 2782.8, CONSULTANT specifically agrees to indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole active negligence or willful misconduct of CITY. The CONSULTANT shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

(b) Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, agents, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

(c) Further, CONSULTANT will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONSULTANT or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, CONSULTANT's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

5. STANDARD OF PERFORMANCE

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

6. OWNERSHIP AND MAINTENANCE OF DOCUMENTS

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

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

7. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

(a) Required Coverage. CONSULTANT, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage. This coverage shall insure not only CONSULTANT, but also, with the exception of workers' compensation and professional liability insurance, shall name as additional insureds CITY, its officers, agents, employees, and volunteers on each of them:

<u>Policy</u>	<u>Minimum Limits of Coverage</u>
Workers' Compensation	Statutory
(ii) Comprehensive Automobile Insurance Services Office, form #CA 0001 (Ed 1/87 covering auto liability code 1 (any auto)	Bodily Injury/Property Damage At least \$1,000,000 each accident
(iii) General Liability Insurance Services Office Commercial General Liability coverage on an occurrence basis (occurrence form CG 0001)	At least \$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Project/ location, the general aggregate limit shall be twice the required occurrence limit
(iv) Errors and Omissions/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession.	Generally at least \$1,000,000 per claim and annual aggregate

(b) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to this Project, the Additional Insured coverage under CONSULTANT's insurance policy shall be primary and non-contributory as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13;

(ii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, or volunteers;

(iii) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(iv) Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after giving CITY 30 days' prior written notice by certified mail, return receipt requested.

(v) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(vi) The limits of insurance required in the contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(c) Acceptability of Insurers. CONSULTANT shall place insurance with insurers with a current A.M. Best's rating of no less than A: VII unless CONSULTANT requests and obtains CITY's express written consent to the contrary.

(d) Verification of Coverage. CONSULTANT must provide complete, certified copies of all required insurance policies, including original endorsements affecting the coverage required by these specifications. The endorsements are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences.

(e) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

(f) Covenant to Provide Workers' Compensation Insurance. CONSULTANT warrants that it is aware of the provisions of the California Labor Code 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. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(g) Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

8. SUSPENSION OF WORK

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

9. TERMINATION

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

10. NONDISCRIMINATION.

(a) Consultant shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.

(b) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

11. CONFLICT OF INTEREST

(a) CONSULTANT covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this Agreement. CONSULTANT further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.

(b) CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

(i) Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and

(ii) Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2)).

12. INDEPENDENT CONTRACTOR

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

13. COMPLIANCE WITH LAWS

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

14. CHOICE OF LAW

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

15. ENFORCEABILITY; INTERPRETATION

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

16. INTEGRATION

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

17. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

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

18. FINANCIAL RECORDS

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

19. NON-WAIVER

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

20. NOTICES

All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to CITY's address as shown below, or such other places as CITY or CONSULTANT may, from time to time, respectively,

designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of mailing thereof or upon personal delivery.

To City: Nouae Vue, PE, Sr. Civil Engineer
 City of Benicia
 250 East L Street
 Benicia, CA 94510

To Consultant: Rod Sherry, PE, President
 Cullen-Sherry & Associates, Inc.
 1090 Adams Street, Suite A
 Benicia, CA 94510

21. TERM

The term of this Agreement shall be from the date executed above through **October 31, 2021**, with the option of two one-year extensions upon mutual agreement by both CITY and CONSULTANT. The City Manager is authorized to approve the extension.

22. NON-LIABILITY

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

23. EXECUTION

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

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

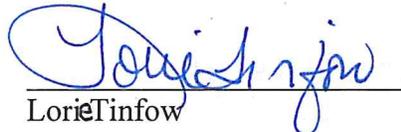
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in three (3) copies as of the date and year first written above.

CONSULTANT

BY: 
Title: President

CITY OF BENICIA
A Municipal Corporation


Lori Tinfow
CITY MANAGER

RECOMMENDED BY:


William Tarbox
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:


Benjamin E. Stock
CITY ATTORNEY

ATTACHMENT:
-EXHIBIT A: RATE SCHEDULE

EXHIBIT A

Cullen-Sherry & Associates, Inc.**Rate Schedule**

Effective July 1, 2019, the following hourly rates shall apply for services:

ENGINEERING & SURVEYING:

<u>Office</u>		<u>Field</u>	
<u>Personnel</u>	<u>Hourly Rates</u>	<u>Personnel</u>	<u>Hourly Rates</u>
Principal Engineer	\$225.00	Field Coordinator/ Supervisor	\$225.00
Licensed Land Surveyor (P.L.S.)	\$165.00	3 Man Survey Party	\$400.00
Associate Engineer / Surveyor (E.I.T. / L.S.I.T.)	\$135.00	2 Man Survey Party	\$330.00
CAD Technician	\$125.00	1 Man Survey Party	\$230.00
Administrative	\$75.00		

Overtime Work: Rates @ 1.5x
Weekend & Holiday work: Rates @ 2x

REIMBURSABLE EXPENSES:**Standard Prints:**

\$4.75 per sheet for up to 24"x 36". \$0.85 per square foot for oversized sheets.

Mylar Prints:

\$20 per sheet for up to 24"x36". \$3.50 per square foot for oversized sheets.

Photocopying:

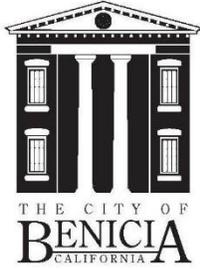
\$0.35 each up to 11" x 17"

Shipping/Overnight Mailing:

Cost Plus 15%

NOTES:

- The cost of survey stakes and other field supplies are included in the above rates. Monuments, iron stakes, brass pins, and other specialty appurtenances will be charged at cost plus 15%.
- All hourly rates increase 2.5% per annum effective January 1.
- Sub-Consultant fees shall be charged at cost plus 15%.
- Invoices will be processed and delivered monthly and are due and payable upon receipt. Interest at the rate of 1.5% per month will be charged on all accounts that are 30 days past due.
- Cullen-Sherry & Associates, Inc. reserves the right to suspend any work for non-payment 60 days after an account is past due.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 19, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF TASK ORDER NO. 01 WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES FOR THE BAYSHORE ROAD/ EAST J AND K STREETS SEWER IMPROVEMENT PROJECT**

EXECUTIVE SUMMARY:

The Bayshore Road/ East J and K Streets Sewer Improvement Project has been identified in the City’s rate-payer funded Capital Improvement Program and is a critical element in maintaining the City’s aging sewer infrastructure. Construction inspection proposals were solicited from the City’s list of approved on-call engineering consultants, and Coastland Civil Engineering, Inc. submitted the most qualified proposal for this project.

The proposed resolution (Attachment 1) would approve Task Order No. 01 (Attachment 2) of the “Agreement for Master Professional Engineering Services On-Call Construction Management and Inspection Services” with Coastland Civil Engineering, Inc. (Attachment 3) to inspect the sewer improvement construction at a not-to-exceed cost of \$85,195. The master agreement states that Task Orders providing for more than \$49,999 compensation for one project or per fiscal year shall be presented to the City Council for consideration. Task Order No. 01 exceeds \$49,999 and Council approval is therefore required.

RECOMMENDATION:

Move to adopt a resolution approving Task Order No. 01 with Coastland Civil Engineering, Inc. for construction inspection services of the Bayshore Road/ East J and K Streets Sewer Improvement Project at a not-to-exceed cost of \$85,195 and authorizing the City Manager to execute the Task Order on behalf of the City of Benicia.

BUDGET INFORMATION:

This project is rate-payer funded. It is budgeted in FY 2019/20 in the Wastewater Major Capital Projects Fund (Account No. 7208031-7435) and is included in the Five-Year Capital Improvement Program as two separate Capital Improvement Projects, for a total of \$1,187,000 (WWO-032 and WWO-052). Sufficient funds are budgeted and available for this project.

BACKGROUND:

The City’s sewer system is aging, and certain areas require replacement. In particular, the accumulation of hydrogen sulfide (H₂S) gas in some sewers degrades old pipe quickly. Approximately 3,140 linear feet of City sewer along Bayshore Road is old and has been degraded over the years by an accumulation of hydrogen sulfide (H₂S) gas. The sewers are located along an active transportation corridor for AMPORTS, which makes their replacement highly impractical. Similarly, approximately 460 linear feet of sewer, located in an easement between East J and K Streets (in the vicinity of East 6th Street), is degraded and in need of replacement. Again, a complete sewer replacement is impractical, since this easement crosses through neighbors’ backyards and below a seasonal creek.

To extend the integrity of these sewer lines, the City proposes to use a “fold and form” lining method, where a secondary plastic liner is snaked into the existing sewer in between manholes and then formed into place. This new lining serves as the new sewer, while the existing pipe becomes merely a conduit for its installation. This method is much less disruptive and more cost-effective than a complete sewer replacement, which would involve extensive digging and trenching.

A temporary sewer bypass will be installed during construction to minimize any sewer disruptions to neighbors and businesses. Cannon Corporation created the plans, specifications, and engineer’s estimate that was used in the bid documents to solicit construction bids.

The construction bid documents and specifications were advertised in June and August, 2019, and the construction contract was awarded to Miksis Services, Inc. on October 15, 2019 for the amount of \$828,915.45 (Resolution 19-104).

In January 2020, proposals were requested from the City’s four on-call construction management and inspection consultants for inspection services during construction. All four consultants provided statements of qualifications and cost estimates, and the proposals were shortlisted to the two most qualified firms. City engineering staff held in-person interviews with both firms on February 12, 2020, and the most qualified candidate was chosen (Coastland Civil Engineering, Inc.)

NEXT STEPS:

If this Resolution is adopted, the City will execute Task Order 01 with Coastland Civil Engineering, Inc. for construction inspection services. Construction is scheduled to begin in April, 2020.

ALTERNATIVE ACTIONS:

City Council could choose to not award this construction contract. Staff does not recommend this alternative, however, as this is an important wastewater Capital Improvement Project that has been identified in the City’s Five-Year Capital Improvement Program and funds are available.

General Plan	Goal 2.28: Improve and maintain public facilities and services.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<p>The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):</p> <p> <input type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government </p>
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Capital Improvement Program 2. Capital Improvement Project Management 3. Wastewater Collection System Maintenance and Repair
	Priority Based Budgeting (PBB) Website:
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.
CEQA Analysis	This project is Categorically Exempt per CEQA Section 15301.

ATTACHMENTS:

1. Resolution – Construction Inspection Services for Bayshore Rd./East J& K Streets Sewer Improvement Project
2. Task Order No. 01 – Coastland Civil Engineering, Inc.
3. Master Professional Agreement with Coastland Civil Engineering, Inc.

For more information contact: Laura Pate, Project Manager - Utilities

Phone: 707-746-4386

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

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING TASK ORDER NO. 01 WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES OF THE BAYSHORE ROAD/ EAST J AND K STREETS SEWER IMPROVEMENT PROJECT AT A NOT-TO-EXCEED COST OF \$85,195 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER ON BEHALF OF THE CITY

WHEREAS, City staff requires full-time construction inspection of the sewer relining of approximately 3,140 linear feet of sewer along Bayshore Road and about 460 linear feet of sewer between East J and K Streets (in the vicinity of East 6th Street);

WHEREAS, Coastland Civil Engineering, Inc. is one of the City's on-call engineering firms;

WHEREAS, the Master Agreement states that Task Orders providing for more than \$49,999 compensation for one project or per fiscal year shall be presented to the City Council for consideration;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve Task Order No. 01 with Coastland Civil Engineering, Inc. for construction inspection of the Bayshore Road/ East J and K Streets Sewer Improvement Project at a not-to-exceed cost of \$85,195 (Munis Project No. 830008, Account No. 7208031-7435, Wastewater Major Capital Projects Fund) and authorizing the City Manager to execute the Task Order on behalf of the City.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19th day of March, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

TASK ORDER NO. 001

COASTLAND CIVIL ENGINEERING, INC.

Inspection Services for Bayshore Road / East J and East K Streets Sewer Improvement Project

1. Purpose:

The purpose of the TASK ORDER is to authorize and direct the ENGINEER to proceed with the work specified in Item 2 of this TASK ORDER, in accordance with the provisions of Article 2 of that AGREEMENT between the parties hereto dated November 1, 2019.

2. Scope of Work:

The work authorized by this TASK ORDER is outlined in the "Scope of Services" attached hereto as Exhibit "A".

3. Time of Performance:

The design engineering work authorized by this TASK ORDER shall be completed as needed before, during and after the construction phase of work.

4. Compensation and Payment:

Compensation shall be on a cost reimbursement basis as provided in Article 3 of the Consultant Agreement dated November 1, 2019, between the parties hereto. The NOT TO EXCEED cost is **\$84,910** for work authorized by this TASK ORDER. Payment shall be in accordance with Article 4 of the aforementioned Agreement.

5. Effective Date:

This TASK ORDER shall become effective immediately upon its execution by both parties.

6. Items and Conditions:

All items and conditions contained in the AGREEMENT for engineering services dated November 1, 2019, between City of Benicia and Coastland Civil Engineering, Inc. are incorporated herein by reference.

Executed this _____ day of _____, 2020.

CITY OF BENICIA

COASTLAND CIVIL ENGINEERING

CITY MANAGER

John Wanger, CEO

APPROVED AS TO FORM

Paul Wade, CFO

CITY ATTORNEY

January 17, 2020

Laura M. Pate, PE, Project Manager - Utilities
City of Benicia
Public Works Department
250 East "L" Street
Benicia, CA 94510

RE: Proposal for Inspection Services for Bayshore Road/ East J and K Streets Sewer Improvement Project

Dear Laura,

We are pleased to present this proposal for inspection services related to the Bayshore Road/ East J and K Streets Sewer Improvement Project, PW Project #19-05. Coastland Civil Engineering, Inc. (Coastland) has significant sewer rehabilitation experience, specifically with trenchless methods. We are excited about the opportunity to work with you again and are confident that our proposal addresses the needs of the City.

PROJECT BACKGROUND/UNDERSTANDING

We understand that the City has awarded the project to Miksis Services, Inc. (MSI), and it is anticipated to begin construction in early April 2020. MSI will begin completing the confirming CCTV video inspection of the lines and measuring the run lengths so materials can be ordered with an approximate 90-day lead time.

The project is scheduled to take place in 2 locations: Bayshore Road (which is a busy industrial road), and between East J and K Streets which is located in a residential setting. Bayshore Road has approximately 1,308 linear feet of 24" diameter sewer, 1,217 linear feet of 12" diameter sewer, and 615 linear feet of 8" diameter gravity mains to be lined with CIPP. The East J & K Streets segment has approximately 450 linear feet of 6" diameter sewer to be lined with CIPP and passes through an easement. The contract documents require the contractor to provide sewage bypass pumping. All sewer lines will be rehabilitated using Form and Fold Liners. One critical element that will impact the construction of the Bayshore Road portion of the work will involve coordination of construction timing with the arrival of auto shipments that come into the port. It is our understanding that when auto shipments arrive in the port, Bayshore Road will be completely closed to all construction activities while the vehicles are unloaded from the ships and parked in the adjacent parking lots. This closure may impact construction and will need to be closely coordinated with the Contractor, the City and the port authority. It is unknown how this will impact bypass pumping in this area. Details of this will need to be worked out at the preconstruction meeting with Miksis. We will look to the City as project/construction manager for information regarding coordinating this critical element of the project and will aid in communicating the work stoppage schedule to the contractor.

The City will be performing the roles of Project/Construction Manager. Coastland will be providing inspection services as detailed below to create a cohesive and effective team to promote project success.

SCOPE OF WORK

Coastland's overall approach to performing inspection focuses on teaming with City forces and taking a partnership approach with the Contractor to produce a high quality and cost-effective project. Our inspector will keep the City informed regarding costs, changes, public relations, and construction progress. We will coordinate closely with the City and property owners for the entire project duration. From the onset of the project, we will establish the lines of communication and decision-making roles with all project stakeholders. Based on our understanding of the project our proposed scope of services follows.

TASK 1 – PRE-CONSTRUCTION SITE VISIT AND DOCUMENTATION

Coastland will attend the pre-construction meeting. We will also document pre-project site conditions and take pre-construction digital photos of the construction site with special attention given to sensitive areas including any private residences and businesses adjacent to the project. Documenting the site prior to construction will help mitigate possible disputes between the City, contractor and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

TASK 2 - DAILY FIELD INSPECTIONS AND DOCUMENTATION

A critical aspect of our services is maintaining close communication with City staff and the contractor to ensure scheduling goals are met. To help maintain close communication, Coastland's inspector will be accessible to the City at all times at the project site and through the use of email and cellular phones. Coastland's on-site inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, City standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. We will also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for record drawings, quantities for progress payments, environmental concerns and hazardous materials.

Coastland will continually review the construction progress and quality and perform field measurements and quantity calculations to support progress payments. Each month, Coastland will provide accurate calculations for all work items completed and accepted to provide progress payment recommendations to the City. Coastland will review the contractor's progress pay estimate request and schedule of values to assess if they are reasonable and will compare this to the field measurements and quantity calculations. We will continually monitor project costs and keep the City regularly informed.

Our inspector will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on a portable storage device (USB drive) and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next and will be submitted to the City at the close of the project.

We will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. Coastland will immediately report any

deviation from the approved contract documents and work closely with the City to remedy and deficiencies or unacceptable work.

Our inspector will identify actual and potential problems and work to provide effective solutions. We will maintain daily documentation and resolve issues by proposing field changes as appropriate to avoid any delays.

Our inspector will review the Contractor's traffic control plan to make certain that access is maintained during construction.

In summary, our inspector's responsibilities include:

- Represent the City in ensuring that the terms of the construction contract are followed throughout the term of the project.
- Participate in regular meetings called by the City's Project/Construction Manager.
- Protect the interest of the City.
- Daily inspection of the contractor's work for conformance to the contract documents, codes, regulations, and City standards.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Assist in coordinating with the Construction Manager and the Port regarding shutdowns due to vehicle shipments.
- Respond promptly to City requests.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Distribute notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Respond to calls from the public promptly and log any complaints in a timely manner.
- Work overtime as needed to assure presence on site during all construction activities.
- Document and maintain complete field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

TASK 3 – PROJECT CLOSEOUT

Coastland will verify completion of punch list items, assist with the issuance of the notice of completion, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness, and transmit all construction documentation to the City. At the completion of the project, we will provide the City with the following:

- All contract files and records (hard & electronic files)
- Annotated journal of photos and flash drive of digital photos

PROJECT SCHEDULE

We understand that proper inspection is a priority for the City. Work is anticipated to commence early April 2020 upon receipt of the Notice to Proceed and is expected to continue for 60 working days (this does not include any days that the project may be delayed due to unloading of vehicle shipments.)

STAFFING

We propose to staff this project with our Senior Public Works Inspector, Mark Billings. At Coastland, Mark has recently performed inspection services on the City of Benicia's 2019 Street Resurfacing Project. Mark has in-depth experience with Form and Fold Lining, inspecting sewer rehabilitation projects at the Las Gallinas Valley Sanitary District in San Rafael. Mark has over 20 years of

experience in the construction industry with an emphasis on capital improvement inspection and oversight including pavement, sewer rehabilitation, water mains, sewer main lift stations, steel water tanks and storm water inspection and compliance.

At Coastland, Mark's responsibilities include daily field inspections and maintaining documentation; coordinating and conducting progress meetings; constant communication with the client and contractor to ensure project is being constructed per the construction documents; preparing and submitting status reports and documentation to the construction manager and client; cost and schedule management; communication with area residents and businesses to inform the public of construction progress and minimize disruptions to traffic and parking; field conflict resolution; and project closeout. Please find Mark's detailed resume attached.

ESTIMATED COST

Based on the Scope of Work outlined in our proposal, we have prepared a comprehensive Work Estimate that identifies staffing rates, total hours and costs per task and direct expenses. Inspector rates are in compliance with current California General Prevailing Wage Rate Determinations.

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount. Our proposal is based on a project duration of 60 working days as outlined in our work estimate. We are planning to provide full-time inspection at 40 hours per week and estimating inspector overtime at 20 hours for typical overruns.

Our proposal also includes factors such as attending meetings, project closeout and vehicle costs. Based on these items, we estimate the not-to-exceed fee to be \$84,910 (see attached *Work Estimate*). If the contract time extends beyond 60 working days, or the scope or level of services change, our costs may also increase. Similarly, if the contract time is reduced, charges will decrease accordingly.

Coastland maintains a current DIR registration number (1000014855, exp. 6/30/2020).

We hope this proposal meets with your approval. If you have any questions regarding this proposal, please feel free to contact Tony Fisher at (707) 344-2799 or our Fairfield Office Manager, George Hicks at (707) 702-1962. We appreciate the opportunity and look forward to completing this important work for the City.

Sincerely,



John Wanger, PE
CEO



Tony Fisher
Construction Manager

Enclosure: Work Estimate
 Mark Billings Resume

 WORK ESTIMATE										
Bayshore Road/ East J and K Streets Sewer Improvement Project			PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES				City of Benicia			
TASK INFORMATION							HOURS AND COST INFORMATION			
Task No.	Task Information		RE	Inspector	Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	Comments
			\$165	\$140	\$210	\$90				
1	Pre-Construction Meeting			14				14	\$1,960	Pre-Construction Mtg & Documentation
2	Daily Field Inspection & Documentation			480				480	\$67,200	Based on 60 working days of field work
2a	Overtime Inspection				20			20	\$4,200	Based on overtime inspection for typical overruns
3	Project Closeout			20				20	\$2,800	As-builts / files
	Photographs & video			2		2	\$250	4	\$710	
	Vehicle/Equipment expenses						\$8,040		\$8,040	536 hours x \$15/hr
	Project Totals		0	516	20	2		538	\$84,910	

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

1 Based on 60 working days.

2 Based on full time inspection at 40 hours per week for one inspector. 20 hours of overtime have been included for typical overruns.

Senior Construction Inspector

EDUCATION

A.S. Ship Building, Solano Community College

CERTIFICATION/ FORMAL TRAINING

Contract Management, Sacramento State University

Certified Public Infrastructure Inspector, APWA

PROFESSIONAL HISTORY

Construction Inspector
Coastland Civil Engineering
2018 to present

Civil Engineering Technician II, City of American Canyon
1996-2017

Construction Inspector
Bellecci & Associates

Construction Inspector
Brelje & Race
1994-1996

Engineering Technician
Mare Island Naval Ship Yard
1981-1994

Mr. Mark Billings has over 20 years of experience in the construction industry with an emphasis on capital improvement inspection and oversight including pavement, water mains, sewer main lift stations, steel water tanks and storm water inspection and compliance. His responsibilities have included contract bidding, construction and closeout, project management, review and approval of change orders and contract progress payments, assuring compliance with Caltrans documentation requirements, reviewing and approving prevailing wage requirements and conducting employee interviews.

At Coastland he performs construction inspection on public works projects. His responsibilities include daily field inspections and maintaining documentation; coordinating and conducting progress meetings; constant communication with the contractor to ensure project is being constructed per the construction documents; preparing and submitting status reports and documentation to the construction manager and client; cost and schedule management; communication with area residents and businesses to inform the public of construction progress and minimize disruptions to traffic and parking; field conflict resolution; and project closeout.

REPRESENTATIVE EXPERIENCE:

City of Benicia

- 2019 Street Resurfacing Project

County of Sonoma Department of Transportation & Public Works

- 2018 Hazard Tree Removal

Prior to Coastland

City of American Canyon

Capital Improvement Inspection and Oversight of:

- PVC & DIP Water Main (new & replacement)
- PVC, DIP, Clay Sanitary Sewer Main (new & replacement)
- Water Main Pump Stations
- Sewer Main Lift Station
- Steel Water Tank Construction
- Recycled Water Main Construction
- Grading & Paving (new roads, reconstruction and overlays)
- Storm Water Collections Systems Inspection & Compliance
- Bridges and Culverts
- Construction of Ponds (Wastewater and Storm Drain)
- Construction of Parks and Landscaping

Las Gallinas Sanitary District

- Sewer Inspection – Slip lining with fold and form

CONTRACT # 19-280

**AGREEMENT FOR MASTER PROFESSIONAL ENGINEERING SERVICES
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of November, 2019 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and **Coastland Civil Engineering, Inc.**, a California corporation, with its primary office located at **1400 Neotomas Avenue, Santa Rosa, CA 95405** (hereinafter "CONSULTANT") (collectively, "the Parties").

THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings and intentions:

WHEREAS, CITY's staff does not have the expertise or capacity to perform this work in-house. The CONSULTANT has the expertise necessary for this specialized project; and

WHEREAS, CITY desires to contract with CONSULTANT and CONSULTANT to contract with CITY for provision by CONSULTANT to CITY for professional services as further described herein, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED**

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

1. **Construction Management:**

- Construction Management Services during Pre-Construction
 - Review contract documents including plans and specifications
 - Establish Project/Administrative Procedures (or Management Information System (MIS))
 - Review Traffic Control Plans
 - Pre-Construction Conference

- Construction Management Services during Construction
 - Project coordination and correspondence
 - Schedule management, progress meetings and reports
 - Monitor project funding. Review "schedule of values" and contract item payments, material quantities, and change order payments.

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

2. Construction Inspection:

- Construction inspection of various public works infrastructure including subdivision improvements, site private development projects and capital improvement projects for conformance with Caltrans Standard Specifications and Standard Plans, City Standards and all relevant plans, specifications, contract documents, laws, codes, ordinances, resolutions and regulations for work in the public right-of-way only.
- Field visits for each assigned project as directed by the City. During each site visit, the inspector shall observe and make a written report of relevant items, including the date and time of visit (arrival and departure), the weather conditions at the site, a list of all persons present at the site including employees, subcontractors, and others; a description of the site conditions regarding status of construction and other relevant conditions; a description of all materials stored on site; a description of all major equipment on site; a description of activity at the site including work being performed, materials being installed, equipment active versus idle, laborers active versus idle; monitoring of traffic control and safety operations, etc. The inspector's daily report for each project shall be submitted to the City no later than 24 hours following the date and time of the inspector's visit.
- Comparison of the material quality of the work to the requirements of the contract (including all relevant plans, specifications, submittals and schedule). The inspector's comparisons shall include checking grades, sizes, elevations and locations of structures, field measurements, and traffic control. The inspector shall note any deficiencies or deviations in the contractor's work (including: contractor behind schedule, areas of work which do not

conform to the plans and specifications, materials which do not conform to the plans and specifications, and areas of work which were performed without obtaining an inspection required).

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

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

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

2. AUTHORIZED REPRESENTATIVES

Authorized representatives shall represent CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by CONSULTANT under this Agreement except where approval for the CITY is specifically required by City Council. The CITY's authorized representative shall be **the City Engineer or designee**. Said **authorized representative** is authorized to execute Task Orders on behalf of CITY, including providing for CONSULTANT to be compensated not more than **\$49,999** for each project. Task Orders providing for more than **\$49,999** compensation for one project shall be presented to the City Council (or City Manager)

for its consideration. CONSULTANT authorized representative shall be **John Wanger, P.E., CEO.**

3. COMPENSATION

CONSULTANT shall be compensated, not to exceed **\$49,999** per fiscal year for basic services rendered under Section 1, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

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

4. INDEMNIFICATION

(a) Consistent with Civil Code section 2782.8, CONSULTANT specifically agrees to indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole active negligence or willful misconduct of CITY. The CONSULTANT shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.

(b) Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, agents, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

(c) Further, CONSULTANT will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONSULTANT or any of its employees

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

5. STANDARD OF PERFORMANCE

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

6. OWNERSHIP AND MAINTENANCE OF DOCUMENTS

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

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

7. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

(a) Required Coverage. CONSULTANT, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage. This coverage shall insure not only CONSULTANT, but also, with the exception of workers' compensation and professional liability insurance, shall name as additional insureds CITY, its officers, agents, employees, and volunteers on each of them:

Policy

Minimum Limits of Coverage

Workers' Compensation

Statutory

(ii) Comprehensive Automobile Insurance Services Office, form #CA 0001 (Ed 1/87 covering auto liability code 1 (any auto)

Bodily Injury/Property Damage
At least \$1,000,000 each accident

(iii) General Liability Insurance Services Office Commercial General Liability coverage on an occurrence basis (occurrence form CG 0001)

At least \$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Project/ location, the general aggregate limit shall be twice the required occurrence limit

(iv) Errors and Omissions/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession.

Generally at least \$1,000,000 per claim and annual aggregate

(b) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to this Project, the Additional Insured coverage under CONSULTANT's insurance policy shall be primary and non-contributory as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13;

(ii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, or volunteers;

(iii) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(iv) Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after giving CITY 30 days' prior written notice by certified mail, return receipt requested.

(v) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the

requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(vi) The limits of insurance required in the contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(c) Acceptability of Insurers. CONSULTANT shall place insurance with insurers with a current A.M. Best's rating of no less than A: VII unless CONSULTANT requests and obtains CITY's express written consent to the contrary.

(d) Verification of Coverage. CONSULTANT must provide complete, certified copies of all required insurance policies, including original endorsements affecting the coverage required by these specifications. The endorsements are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences.

(e) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

(f) Covenant to Provide Workers' Compensation Insurance. CONSULTANT warrants that it is aware of the provisions of the California Labor Code 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. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(g) Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

8. SUSPENSION OF WORK

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

9. TERMINATION

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

10. NONDISCRIMINATION.

(a) Consultant shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.

(b) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

11. CONFLICT OF INTEREST

(a) CONSULTANT covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this Agreement. CONSULTANT further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.

(b) CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

(i) Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and

(ii) Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2)).

12. INDEPENDENT CONTRACTOR

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

13. COMPLIANCE WITH LAWS

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

14. CHOICE OF LAW

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

15. ENFORCEABILITY; INTERPRETATION

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

16. INTEGRATION

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous

agreements, commitments, representation, writings, and discussions between CONSULTANT and CITY, whether oral or written.

17. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

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

18. FINANCIAL RECORDS

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

19. NON-WAIVER

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

20. NOTICES

All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to CITY's address as shown below, or such other places as CITY or CONSULTANT may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of mailing thereof or upon personal delivery.

To City: Nouae Vue, PE, Sr. Civil Engineer
 City of Benicia
 250 East L Street
 Benicia, CA 94510

To Consultant: John Wanger, P.E., CEO
 Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue
 Santa Rosa, CA95405

21. TERM

The term of this Agreement shall be from the date executed above through **October 31, 2021**, with the option of two one-year extensions upon mutual agreement by both CITY and CONSULTANT. The City Manager is authorized to approve the extension.

22. NON-LIABILITY

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

23. EXECUTION

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

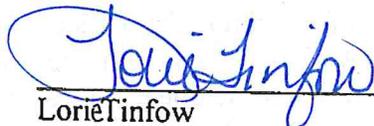
IN WITNESS WHEREOF, the parties have executed this Agreement in three (3) copies as of the date and year first written above.

CONSULTANT

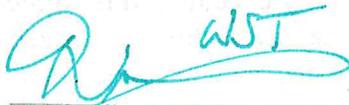
BY: 
Title: CEO


CFO

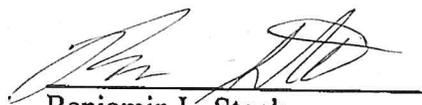
CITY OF BENICIA
A Municipal Corporation


Lorie Infow
CITY MANAGER

RECOMMENDED BY:

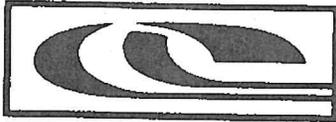

William Tarbox
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:


Benjamin L. Stock
CITY ATTORNEY

ATTACHMENT:
-EXHIBIT A: RATE SCHEDULE

EXHIBIT A
Rate Schedule



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

SCHEDULE OF HOURLY RATES July 01, 2019 through June 30, 2020

BUILDING DEPARTMENT SERVICES

Supervising Engineer	\$170-200/hour
Building Plan Check Engineer/Architect	\$140-175/hour
Building Official and/or CASp	\$150-180/hour
Supervising Building Inspector	\$150-170/hour
Senior Building Inspector	\$125-145/hour
Building Inspector (I & II)	\$95-125/hour
Supervising Plans Examiner	\$140-170/hour
Senior Plans Examiner	\$125-140/hour
Plans Examiner (I & II)	\$105-120/hour
Supervising Permit Technician	\$115-130/hour
Senior Permit Technician	\$95-\$115/hour
Permit Technician (I & II)	\$85-\$95/hour

ADMINISTRATIVE	\$85-95/hour
VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

NOTES:

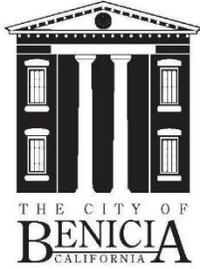
- Rates are subject to change after the end of each Fiscal Year.
- Consultation in connection with litigation and court appearances will be quoted separately.
- Additional billing classifications may be added to the above listing during the year as new positions are created.
- When applicable, mileage or vehicle rates will be charged, but not both.

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Dr., Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

www.coastlandcivil.com



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 19, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Economic Development Manager

SUBJECT : **AGREEMENT WITH CHABIN CONCEPTS FOR ON-CALL ECONOMIC DEVELOPMENT SERVICES**

EXECUTIVE SUMMARY:

In order to continue to implement the strategic actions identified in the Benicia Industrial Park Vision 2020 Plan, the 2015 Benicia Industrial Park Marketing Plan, the 2012 Business Development Action Plan, and assist in organizing the 2020 Clean Tech Expo, it is necessary to continue to contract with Chabin Concepts, Inc. to aid City staff in business retention, expansion and attraction efforts.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1), approving an agreement for professional services with Chabin Concepts, Inc. (Attachment 2), to continue to implement the various economic development strategic action plans for an amount not-to-exceed \$47,500.

BUDGET INFORMATION:

The contract funding is available in the Economic Development Division budget, Account No. 0102210-7008. The contract is valued at a not-to-exceed amount of \$47,500.

BACKGROUND:

The City of Benicia has made exceptional advances expanding the City's economic development efforts over the last 9 years. The City established economic development initiatives and plans in 2012, addressing the needs of downtown, visitor attraction, local services and the Benicia Industrial Park (BIP), based on the adopted Business Development Action Plan. That plan was followed by the 2015 BIP Marketing Study and then Vision 2020. All the various economic development plans and strategies provide key data points that guided our various recommended actions identified in the reports. Moving forward, for the remainder of the fiscal year, in order to continue the momentum of our economic development gains, staff is recommending an agreement with Chabin Concepts, Inc. to work on some of the following key initiatives:

1. Assist in preparing and organizing the Clean Tech Expo schedule for fall 2020.

2. Business resources tools, resources & technical assistance
 - a. Track status of programs managed by state and federal agencies.
 - b. Directly assist businesses to access or apply for these programs – such as Employee Training Assistance Program and Cal Tax Compete Program.
 - c. Assist with business walks, or follow-up assistance as needed.
3. Economic center and placemaking resources for the City
 - a. As needed to identify potential investors/developers for projects in different areas of the City.
4. Business attraction
 - a. Manage the economic development Cross-Over campaign to attract business to vacant facilities.
 - b. Assist in campaign and tradeshow to attract cannabis manufacturers.
 - c. Prepare or assist in preparing business/project proposals.
 - d. Screen leads generated by City, as needed.
5. Data and economic indicators
 - a. As needed, update critical location decisions data in data book and website.
 - b. Coordinate Economic Snapshot and indicators report. (See most recent report attached, Attachment 3.)
6. Marketing
 - a. Keep BeniciaBusiness.com website fresh, populated with new information and initiatives, post articles and economic indicators, business announcements and profiles, post featured properties, and add new business programs and stories.
 - b. Coordinate distribution of San Francisco Business Times supplement.
7. Real estate
 - a. Assist in documenting and profiling sites and buildings.
8. Partner collaborations
 - a. Attend as needed meetings regarding economic development projects and opportunities.
9. As key initiatives become priorities or, opportunities arise, Chabin Concepts, Inc. can assist staff implement new initiatives.
10. Other items as needed and assigned
 - a. Review studies and reports that affect the City and economic development in the City, providing comments and recommendations.
 - b. Assist with research and staff reports.
 - c. Organize meetings with state and federal representatives to assist in projects.

Key Deliverables

1. Distribution of SFBT Supplemental
2. Pre & Post Tradeshow Follow-up with Businesses
3. BeniciaBusiness.com – Ongoing Maintenance
4. Benicia Economic Snapshots – Semi-annually
5. Business & Technical Assistance
6. Other Services Assigned by Economic Development Manager

Chabin Concepts, Inc.’s expertise in economic development and strategic planning leverages the current two-person Economic Development staff and enables the City to undertake an extensive range of proactive initiatives. Audrey Taylor’s (Chabin Concepts, Inc. President) statewide reputation as an innovative Economic Development professional ensures that Benicia has access to best practices as they evolve. Staff recommends the adoption of the proposed resolution.

NEXT STEPS:

With approval of the proposed resolution, staff will be able to maintain our current level of economic development services.

ALTERNATIVE ACTIONS:

If the Council declines to support the proposed resolution, then the City long-standing partnership Chabin Concepts, Inc. will immediately end. This will result in a reduction of current economic development services, stalling and even reversing our recent effort to promote the Benicia Industrial Park with our business attraction efforts.

General Plan	Goal 2.7 Attract and retain industrial facilities that provide fiscal and economic benefits to and meet the present and future needs of Benicia.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input checked="" type="checkbox"/> Strengthen Economic & Fiscal Conditions <input checked="" type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Economic Development Incentive Program Management 2. Business Retention & Expansion 3. Business Attraction
	Priority Based Budgeting (PBB) Website:
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.

CEQA Analysis	The proposed contract does not constitute a project as defined by the California Quality Act Guidelines (CEQA) Section 15378 (b) (5) which excludes organizational and administrative activities that do not result in direct or indirect physical changes in the environment. Therefore, this action is not subject to environmental review pursuant to CEQA Guidelines Section 15060 (c) (3).
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ATTACHMENTS:

1. Resolution – On-Call Economic Development Services
2. Agreement with Chabin Concepts, Inc.
3. Economic Development Snapshot

For more information contact: Mario Giuliani

Phone: 707.746.4289

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

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AWARDING A PROFESSIONAL SERVICE CONTRACT TO CHABIN CONCEPTS, INC. IN AN AMOUNT NOT TO EXCEED \$47,500 AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, the City of Benicia recognizes that the implementation of the Benicia Business Development Action Plan, Benicia Industrial Park Market Study and Vision 2020 Plan is a priority of our economic development strategy; and

WHEREAS, Chabin Concepts, Inc. was retained as the City's economic development professional services firm to develop the Business Development Action Plan in May 2011; and

WHEREAS, Chabin Concepts, Inc. was retained as the City's economic development professional services firm to develop the Benicia Industrial Park Market Study in March 2014; and

WHEREAS, Chabin Concepts, Inc. was retained as the City's economic development professional services firm to develop the Vision 2020 Plan in 2016; and

WHEREAS, Chabin Concepts, Inc. performed admirably and to the satisfaction of City staff and the Economic Development Board regarding the development of all three plans;

WHEREAS, the City desires to continue to implement the actions recommended in the Vision 2020 Plan; and

WHEREAS, Chabin Concepts, Inc., having worked on behalf of the City for the last eight years, acquiring an understanding of Benicia's unique market, is the best suited and most responsible firm to assist with the implementation of the Vision 2020 Plan; and

WHEREAS, the continued partnership with Chabin Concepts, Inc. will aid the City in preparing for and implementing, among other things, the Clean Tech Expo 2020, and business attraction for the Benicia Industrial Park with an emphasis on the cannabis industry; and

WHEREAS, Chabin Concepts, Inc., and principal Audrey Taylor, have over 20 years of experience and have assisted over 350 cities, counties and regions with economic development strategies and tactical implementation plans; and

WHEREAS, Chabin Concepts, Inc. has exclusive and specialized connections in the industry that make Chabin Concepts, Inc. uniquely qualified for this work.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia awards the consultant contract to Chabin Concepts, Inc. in the amount not to exceed \$47,500 and authorizes the City Manager to sign the contract on behalf of the City.

BE IT FURTHER RESOLVED THAT the City Manager or her designee is authorized to review and approve all expenditures related to the delivery of goods and services outlined in the contract.

BE IT FURTHER RESOLVED THAT funds sufficient to cover the consultant contract of \$47,500 is available in the contract services account No. 0102210-7008.

On motion of Council Member _____, seconded by Council Member _____, the above resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19th day of March, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

CONTRACT #__ __ - __ __ __

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 01 day of March 2020 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and Chabin Concepts, Inc, a California corporation, with its primary office located at 2515 Ceanothus, Ste 100, Chico, CA 95928 (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

WHEREAS, CITY has determined it is necessary and desirable to secure certain professional and technical services for on-call economic development services for the enhancement, marketing and development of Benicia and preparation for the Clean Tech Expo 2020. The scope of work for said service (hereinafter "Project") is attached hereto as Exhibit "A" and is hereby incorporated by reference;

WHEREAS, CITY staff does not have the expertise or capacity to perform this work in-house.;

WHEREAS, CONSULTANT is specially trained, experienced and competent to perform the services required by this agreement; and

WHEREAS, CONSULTANT represents it is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS AGREED by and between CITY and CONSULTANT as follows:

AGREEMENT

1. INCORPORATION OF RECITALS

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. SCOPE OF SERVICE

(a) Services to be Furnished. Subject to such policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the Task Order labeled Exhibit A, which is attached hereto and incorporated herein by reference.

(b) Schedule for Performance. CONSULTANT shall perform the services identified in Exhibit A according to the completion schedule included in Exhibit A and as expeditiously as is consistent with generally accepted standards of professional skill and care, and the orderly progress of work.

(i) CONSULTANT and CITY agree that the completion schedule in Exhibit A represents the best estimate of the schedule. CONSULTANT shall comply with completion dates noted in Exhibit A unless a written waiver is granted by the CITY's project manager.

(ii) CONSULTANT shall not be responsible for performance delays caused by others, or delays beyond CONSULTANT's control, and such delays shall extend the times for performance of the work by CONSULTANT.

(c) Standard of Quality. All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT's field of expertise at the time CONSULTANT's work is performed. CONSULTANT shall function as a technical advisor to CITY, and all of CONSULTANT's activities under this Agreement shall be performed to the full satisfaction and approval of the Economic Development Manager.

(d) Compliance with Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. CONSULTANT shall maintain a City of Benicia business license. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by CITY. CITY is not responsible or liable for CONSULTANT's failure to comply with any or all of the requirements contained in this paragraph.

3. COMPENSATION

(a) Schedule of Payment. The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder shall be on a time and materials basis based upon the rate schedule in Exhibit B attached hereto and hereby incorporated by reference not to exceed 47,500 dollars. The rate schedule in Exhibit B itemizes those standard and expected expenses for which CONSULTANT shall receive compensation. If CONSULTANT obtains CITY's prior written approval from the Economic Development Manager, CONSULTANT may be reimbursed for extraordinary costs incurred on the Project.

(b) Additional Services. CITY shall make no payment to CONSULTANT for any additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

(i) Only the City Council can act on behalf of CITY to authorize CONSULTANT to perform additional services.

(ii) CONSULTANT shall not commence any work or services exceeding the Scope of Services in Section 2 without prior written authorization from CITY in accordance with Section 7. CONSULTANT's failure to obtain a formal amendment to this Agreement authorizing additional services shall constitute a waiver of any and all right to compensation for such work or services.

(iii) If CONSULTANT believes that any work CITY has directed CONSULTANT to perform is beyond the scope of this Agreement and constitutes additional services, CONSULTANT shall promptly notify CITY of this fact before commencing the work. CITY shall make a determination as to whether such work is beyond the scope of this Agreement and constitutes additional services. If CITY finds that such work does constitute additional services, CITY and CONSULTANT shall execute a formal amendment to this Agreement, in accordance with Section 7, authorizing the additional services and stating the amount of any additional compensation to be paid.

(c) Invoicing and Payment. CONSULTANT shall submit monthly invoices for the services performed under this Agreement during the preceding period. Invoices or billings must be submitted in duplicate and must indicate the hours actually worked by each classification and employee name, as well as all other directly related costs by line item in accordance with Exhibit B. CITY shall approve or disapprove said invoice or billing within thirty (30) days following receipt thereof and shall pay all approved invoices and billings within thirty (30) days. Interest at the rate of one and one-half (1.5) percent per month will be charged on all past due amounts starting thirty (30) days after the invoice date, unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. Payments will be credited first to interest, and then to principal.

4. PRODUCT REVIEW AND COMMENT

CONSULTANT shall provide CITY with at least two (2) copies of each product described in Exhibit A. Upon the completion of each product, CONSULTANT shall be available to meet with CITY. If additional review and/or revision is required by CITY, CITY shall conduct reviews in a timely manner.

5. TERM OF AGREEMENT

This Agreement shall be effective immediately upon the signatures of both Parties and shall remain in effect until June 30, 2020, unless amended pursuant to Section 7, or terminated pursuant to Section 6.

6. TERMINATION

(a) CITY shall have the right to terminate this Agreement for any reason whatsoever at any time by serving upon CONSULTANT written notice of termination. The Agreement shall terminate three (3) business days after notice of termination is given. The notice shall be deemed given on the date it is deposited in the U.S. mail, certified, postage prepaid, and addressed to CONSULTANT at the address indicated in Section 11.

(b) If CITY issues a notice of termination,

(i) CONSULTANT shall immediately cease rendering services pursuant to this Agreement;

(ii) CONSULTANT shall deliver to CITY copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. For purposes of this Agreement, the term "writings" shall include, but not be limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof;

(iii) CITY shall pay CONSULTANT for work actually performed up to the effective date of the notice of termination, subject to the limitations prescribed by Section 3 of this Agreement, less any compensation to CITY for damages suffered as a result of CONSULTANT's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Exhibit B. However, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of benefit to CITY.

7. AMENDMENTS

Modifications or amendments to the terms of this Agreement shall be in writing and executed by both Parties.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

CONSULTANT shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CITY without the prior written consent of CITY.

9. INSPECTION

CITY representatives shall, with reasonable notice, have access to the work and work records, including time records, for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement. Inspections by CITY do not in any way relieve or minimize the responsibility of CONSULTANT to comply with this Agreement and all applicable laws.

10. INDEPENDENT CONTRACTOR

In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CITY to any decision or course of action, and shall not represent to any person or business that they have such power. CONSULTANT has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service. CONSULTANT shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

11. NOTICES

Any notices or other communications to be given to either party pursuant to this Agreement shall be in writing and delivered personally or by certified U.S. mail, postage prepaid, addressed to the party at the address set forth below. Either party may change its address for notices by complying with the notice procedures in this Section. Notice so mailed shall be deemed delivered three (3) business days after deposit in the U.S. mail. Nothing shall preclude the giving of notice by facsimile machine provided, however, that notice by facsimile machine shall be followed by notice deposited in the U.S. mail as discussed above.

To CITY: Mario Giuliani
 City of Benicia
 250 East L Street
 Benicia, CA 94510

To CONSULTANT: Audrey Taylor
 Chabin Concepts, Inc.
 2515 Ceanothus Ave. Ste. 100
 Chico, California 95973

12. OWNERSHIP OF MATERIALS

CITY is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of CITY, CONSULTANT shall deliver to CITY all writings, records, and information created or maintained pursuant to this Agreement. In addition, CONSULTANT shall not use any of the writing, records, or information generated for the Project under this Agreement for any other work without CITY's consent.

13. EMPLOYEES; ASSIGNMENT; SUBCONTRACTING

(a) Employees. CONSULTANT shall provide properly skilled professional and technical personnel to perform all services required by this Agreement. CONSULTANT shall not engage the services of any person(s) now employed by CITY without CITY's prior express written consent.

(b) Assignment. CONSULTANT shall not assign, delegate, or transfer its duties, responsibilities, or interests in this Agreement without the prior express written consent of CITY. Any attempted assignment without such approval shall be void and, at CITY's option, shall terminate this Agreement and any license or privilege granted herein.

(c) Subcontracting. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior express written consent of CITY. If CITY consents to CONSULTANT's hiring of subcontractors, CONSULTANT shall provide to CITY copies of each and every subcontract prior to its execution. All subcontractors are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

14. BINDING AGREEMENT

This Agreement shall bind the successors in interest, legal representatives, and permitted assigns of CITY and CONSULTANT in the same manner as if they were expressly named herein.

15. WAIVER

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

16. NONDISCRIMINATION

(a) CONSULTANT shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.

(b) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

17. INDEMNITY

(a) To the fullest extent allowed by law, CONSULTANT specifically agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against any and all actions, claims, demands, losses, expenses including attorneys' fees, damages, and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with the performance of this Agreement, however caused, regardless of any negligence of the CITY, whether active or passive, excepting only such injury or death as may be caused by the sole negligence or willful misconduct of the CITY. The CONSULTANT shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this agreement.

(b) Further, CONSULTANT will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONSULTANT or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, CONSULTANT's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

18. INSURANCE

(a) Required Coverage. Without limiting CONSULTANT's indemnification, it is agreed that CONSULTANT shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the CITY as additional insureds and evidence of said insurance shall be delivered to CITY in certificate and endorsement forms acceptable to the CITY prior to execution of this Agreement.

Automobile insurance for the vehicle(s) CONSULTANT uses in connection with the performance of this Agreement. Coverage: at least \$1,000,000 per occurrence for bodily injury and property damage.

Commercial general liability and property damage insurance. Coverage: at least \$1,000,000 per occurrence. The general aggregate limit shall be at least twice the required occurrence limit.

Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. CONSULTANT's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

E&O/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage: at least \$1,000,000 per Claim.

(b) General Provisions.

(i) CONSULTANT shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY. The endorsements, naming the CITY as an additional insured, are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf.

(ii) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the CITY (if agreed to in a written contract) before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.

(v) The insurance provided by these policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days written notice has been received by the CITY.

(c) Additional Insured. The CITY will be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(i) Each such policy shall be endorsed with the following language:
The City of Benicia, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from:
(a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

(ii) This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

(iii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(iv) The Additional Insured coverage under the CONSULTANT's policy shall be primary and non-contributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(d) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

19. WORKERS' COMPENSATION

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California Labor Code 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. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

20. FINANCIAL RECORDS

CONSULTANT shall retain all financial records including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. CITY or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

21. CONFLICT OF INTEREST

CONSULTANT shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY's interest. During the term of this Agreement, CONSULTANT shall not accept any employment or engage in any consulting work which creates a conflict of interest with CITY or in any way compromises the services to be performed under this Agreement. CONSULTANT shall immediately notify CITY of any and all violations of this Section upon becoming aware of such violation. CONSULTANT shall file FPPC form 700 the City Clerk if required by CITY's Conflict of Interest Code.

22. TIME OF THE ESSENCE

CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in Section 2.

23. SEVERABILITY

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

24. GOVERNING LAW AND CHOICE OF FORUM

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

25. COSTS AND ATTORNEYS' FEES

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees. In any action seeking recovery of monetary damages, the plaintiff shall not be considered to be the prevailing party unless it recovers at least 66% of the dollar amount requested in the complaint's prayer for relief.

26. INTEGRATION

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 7. The effective date of this Agreement shall be the date of execution by the CITY as shown below.

IN WITNESS WHEREOF, the undersigned execute this Agreement on the date shown below their respective signatures.

CONSULTANT

CITY OF BENICIA
A Municipal Corporation

BY: Audrey E Taylor

Lorie Tinfow
CITY MANAGER

Title: PRESIDENT CEO

Date: _____

Date: Feb 20, 2020

RECOMMENDED BY:

Mario Giuliani
ECONOMIC DEVELOPMENT MANAGER

APPROVED AS TO FORM:

Benjamin L. Stock
CITY ATTORNEY

Attachment: Exhibit A – Scope of Work/Proposal

EXHIBIT A
Scope of Work/Proposal



Date: December 5, 2019

Client City of Benicia, CA

Project: On-Call Economic Development Services

Chabin Concepts, Inc., is a full-service economic development consulting firm with experience in developing strategic actions, implementing initiatives, marketing, business recruitment, grant applications and State of California resource programs, such as, California Tax Credit program for businesses and programs for local communities and PG&E Discount Rate applications.

The Chabin Team has provided economic development services as needed since development of the city's Business Development Action Plan (BDAP 2012). Services have been varied depending on the economic environment and priorities of the City. There is an excellent working relationship between the Economic Development Department and Chabin.

As a full-service economic development firm we are able to be "extended staff" as needed on a variety of economic development tasks and being "on-call" means we are able to take on projects immediately as needed by the city. Chabin staff, and partners, are all available to work on projects for the City. Our work as outsourced staff helps build capacity with city staff on specific projects. This integration of our diverse experience and services saves the city time by having trusted, multi-faceted experienced individuals ready to immediately act on assignments. Chabin is also involved in many state and state-wide organizations and agencies to bring new tools and resources to the City.

SCOPE OF WORK

To best facilitate the needs of the economic development department, Chabin Concepts will be "on-call" to provide a range of economic development technical assistance as needed and within budget. Services can include, but are not limited to, the following:

1. Assist in preparing and organizing the Clean Tech Expo schedule for Fall 2020.
2. Business Resources Tools, Resources & Technical Assistance
 - Track status of programs managed by state and federal agencies.
 - Directly assist businesses to access or apply for these programs.
 - Assist with business walks, or follow-up assistance as needed.
3. Economic Center and Placemaking Resources for City
 - As need identify potential investors/developers for projects in different areas of the city.
4. Business Attraction
 - Manage the economic development Cross-Over campaign to attract business to vacant facilities.
 - Assist in campaign and tradeshows to attract Cannabis manufacturers.
 - Prepare or assist preparing business/project proposals.
 - Screen leads generated at City, as needed.
5. Data and economic indicators

- As needed, update critical location decision data in data book and website.
- Coordinate Q# & \$ Economic Snapshot & Indicators report.

6. Marketing

- Keep Benicia Business.com website fresh, populate with new information and initiatives, post articles and economic indicators, business announcement and profiles, post featured properties, add new business programs and stories.
- Coordinate distribution of SFBT supplement.

7. Real Estate

- Assist in documenting and profiling sites and buildings.

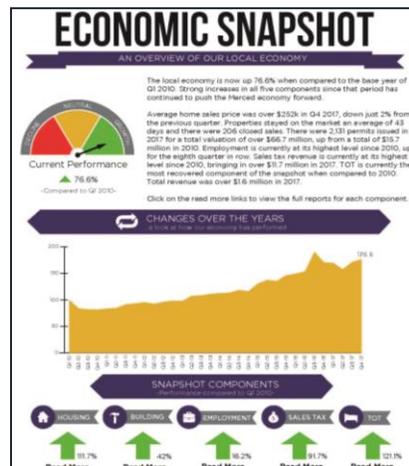
8. Partner Collaborations

- Attend as needed meetings regarding economic development projects and opportunities.

9. As key initiatives become priorities or, opportunities arise, Chabin can assist staff implement new initiatives.

10. Other items as needed and assigned.

- Review studies and reports that affect the city and economic development in the City, providing comments and recommendations,
- Assist with research and staff reports,
- Organizing meetings with state and federal representatives to assist in projects.



Key Deliverables:

- Distribution of SFBT Supplemental
- Pre & Post Tradeshow follow-up with businesses
- Benicia Business.com – On going maintenance
- Benicia Economic Snapshots – Semi-annually
- Business & Technical Assistance

Other services will be assigned by Economic Development Manager in support of on-going economic development program and/or new opportunities that need special attention.

BUDGET & TIMELINE

Not to exceed budget: \$47,500, including related and travel expenses.

Term of Service: March 1, 2020 – June 30, 2020

CONSULTANT TEAM

The Team will include:

- Audrey Taylor, CEO, Chabin Concepts, Inc. – Prime Lead
- Vicki Doll, Principal Strategist, Chabin Concepts
- Lindy Hoppough, Chabin Concepts
- Brian Curtis & Vanessa Wolfe, MC2 Design
- Calen Chapman, Chapman Consulting

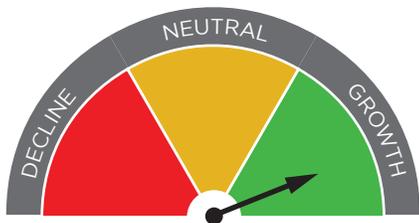
Signed and Dated:



Audrey Taylor
Chabin Concepts, Inc
2515 Ceanothus, Ste 100
Chico, CA 95928
530.345-0364 Ext 27
audrey@ChabinConcepts.com

ECONOMIC SNAPSHOT

AN OVERVIEW OF OUR LOCAL ECONOMY



Current Performance

▲ 115.7%

-Compared to Q1 2010-

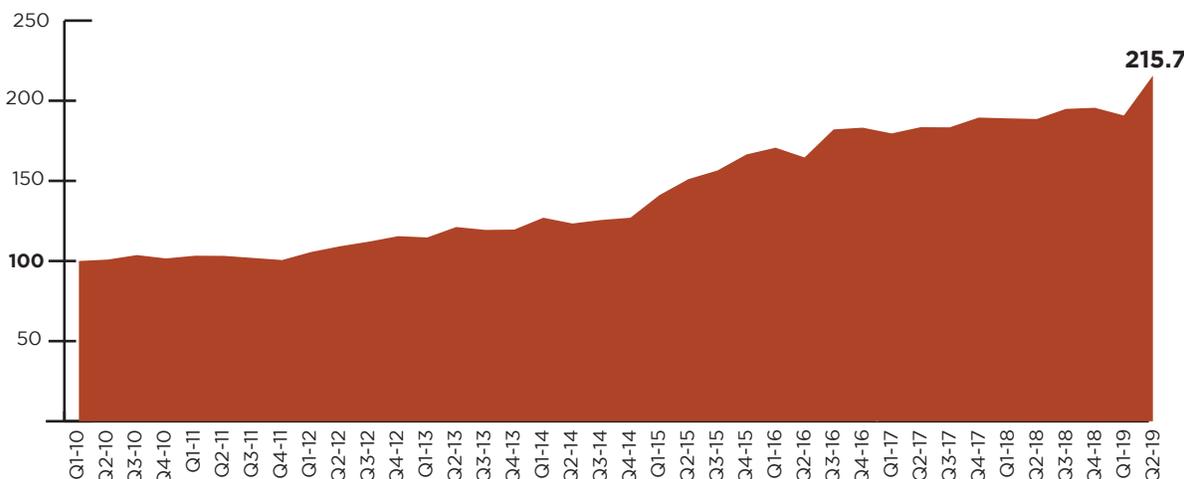
The Benicia Economic Snapshot measures the performance of our local economy based on 4 main components, all of which are equally weighted and seasonally adjusted. We use 2010 as our base year, starting with a value of 100 for the index shown below.

The newest September 2019 Benicia Business Confidence Survey shows 42% of local leaders expect their sales to increase over the next 12 months, while just 14% expect to see a decrease. Email Mario Giuliani, Economic Development Director for the full report at MGiuliani@ci.benicia.ca.us



CHANGES IN INDEX SINCE 2010

...a look at how our economy has performed



SNAPSHOT COMPONENTS

Performance Compared to Start of 2010



HOUSING



60.3%

[Read More](#)



EMPLOYMENT



9.8%

[Read More](#)



SALES TAX



248.4%

[Read More](#)



TOT



144.4%

[Read More](#)

Performance Compared to One Year Ago



2.4%



.6%



33.8%



11.3%





HOUSING

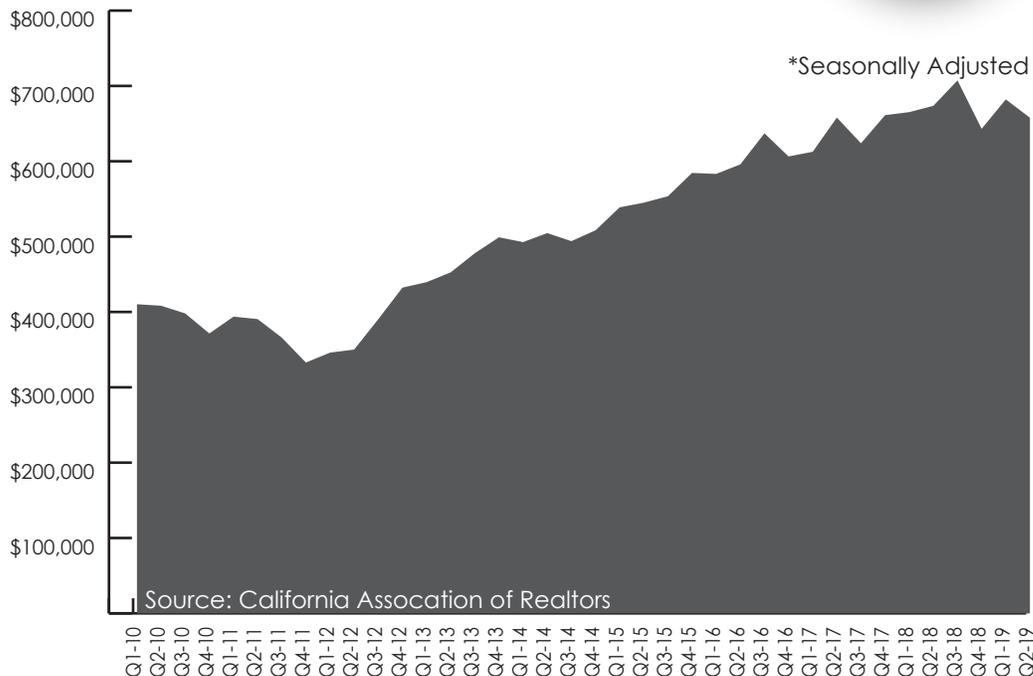
2010 = 100

60.3%

Q1 2010
100

Q2 2019
160.3

HOUSING MARKET AT A GLANCE...



Average home sales price in Q2 2019 was over \$657k, up 60.3% from the base year in Q1 2010.

Current prices are down 2.4% compared to a year ago and down .1% from two years ago.

Properties stayed on the market an average of 43 days, down from 96 days in the previous quarter and up from 40 days a year ago.

There were 54 closed sales in Q2 2019, up from 35 sales in the previous quarter and down from 69 sales one year ago.

2ND QUARTER TREND

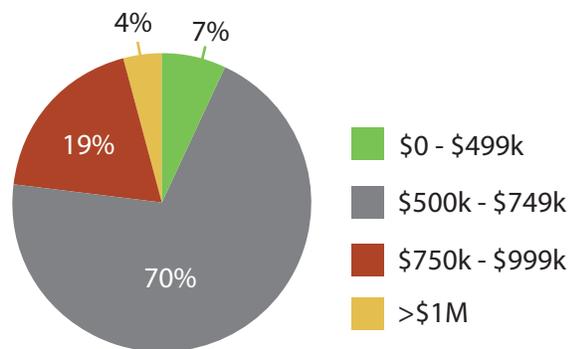
The average home sales price was over \$657k in Q2 2019, a decrease of 3.6% with 54 closed sales.

With prices down this quarter, there were 19 more closed sales in Q2 2019 and properties spent an average of 43 days on the market. Although the housing market continues to show a strong performance, the current average sales price is nearly equal to two years ago.

Homes priced in the \$500k - \$749k range accounted for 38 closed sales or 70% of all closed sales this quarter, up from 68% in the previous quarter.

PERCENTAGE OF SALES

-BASED ON TOTAL NUMBER OF CLOSED SALES-





EMPLOYMENT

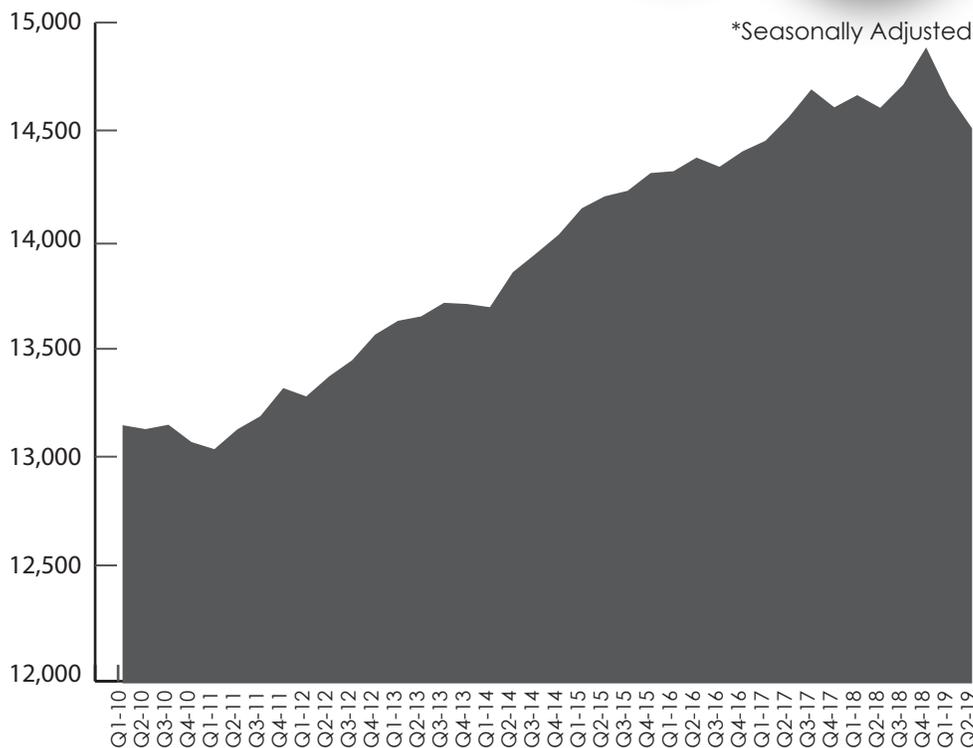
2010 = 100

9.8%

Q1 2010
100

Q2 2019
109.8

EMPLOYMENT AT A GLANCE...



Over 14k Benicia residents were employed in Q2 19, an increase of 9.8% from the base year of Q1 2010.

Employment was down .6% from a year ago and down .4% from two years ago.

Over the past two years, employment has increased four of the past eight quarters.

This is the second consecutive year that Q2 employment has decreased when compared to the previous quarter.

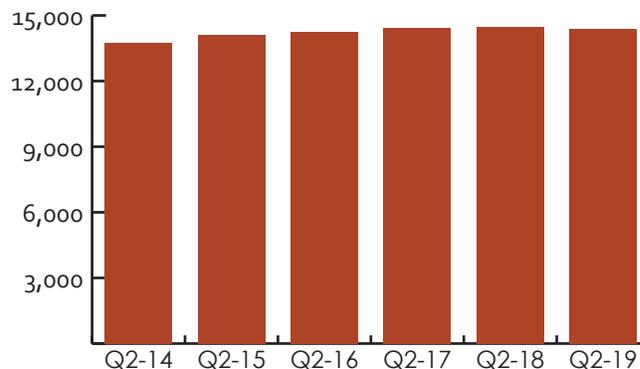
2ND QUARTER TREND

There were 14,394 Benicia residents employed in Q2 2019, an increase of 9.8% or 1,288 more residents currently working when compared to Q1 2010. When compared to the previous quarter, local employment was down .9%.

Benicia employment has slowed down in the two most recent quarters, following a strong and steady growth trend. Since the beginning of the tracking period in 2010, local employment has continued to climb with just minor variations between quarters. Some of the minor changes can be due to standard seasonal trends with hiring / firing and should not be a major concern at this time.

Looking forward, the September 2019 Benicia Business Confidence Survey shows 18% are expecting to increase employment over the next 12 months, while 75% expect their current levels to remain the same.

2ND QUARTER EMPLOYMENT PERFORMANCE



Total increase of 4.5% since Q2 2014.





SALES TAX

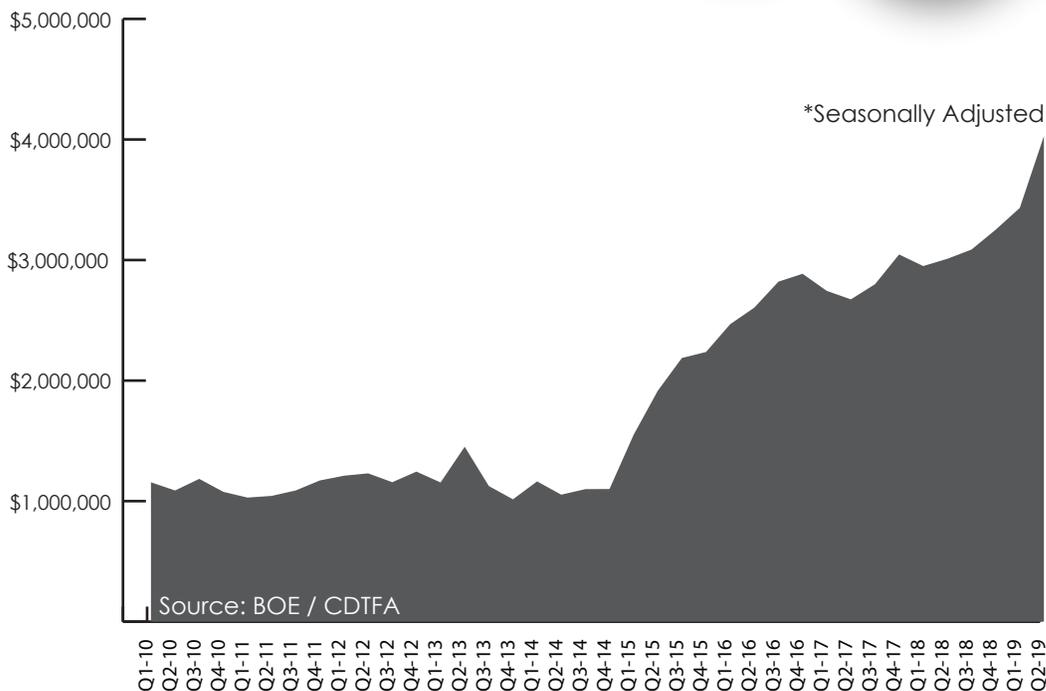
2010 = 100

▲
248.4%

Q1 2010
100

Q2 2019
348.4

SALES TAX AT A GLANCE...



- ▶ Sales Tax revenue was over \$4 million in Q2 2019, an increase of 248.4% since Q1 2010, the beginning of the tracking period.
- ▶ Revenue is up 33.8% from one year ago and up 50.6% from two years ago.
- ▶ Over the past two years, revenue has increased seven out of the past eight quarters.
- ▶ Sales tax revenue is currently the most recovered component of the snapshot, when compared to Q1 2010.

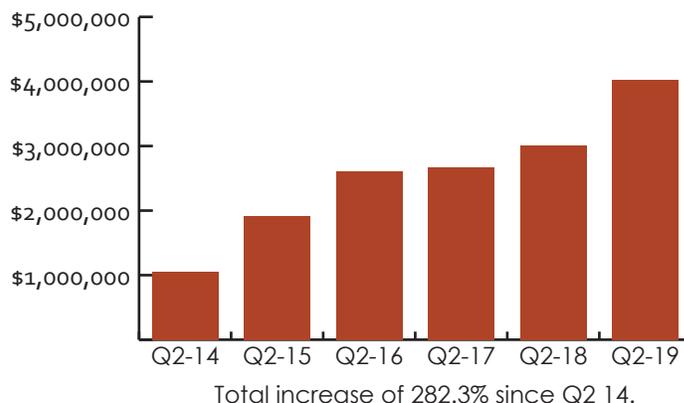
2ND QUARTER TREND

Sales tax revenue was up for the fifth consecutive quarter in Q2 2019 with revenue of \$4,028,250 after seasonal adjustment. This is currently the highest quarterly revenue since the base year of Q1 2010.

The implementation of Measure C in April 2015 has had a tremendous impact on total quarterly revenue. Since Q1 2015, the quarter before Measure C was implemented, total revenue has grown 159.8% with an increase of more than \$2.4 million in revenue.

Measure C is a voter approved one-cent on the dollar local sales tax measure. The purpose of Measure C is to create a local funding source to support existing City services and address public safety, parks and infrastructure needs. To date, Measure C has generated more than \$23 million in additional revenue which has been allocated to support Public Safety, Roads & Infrastructure, and Parks & Facilities projects, and Operations.

2ND QUARTER SALES TAX PERFORMANCE



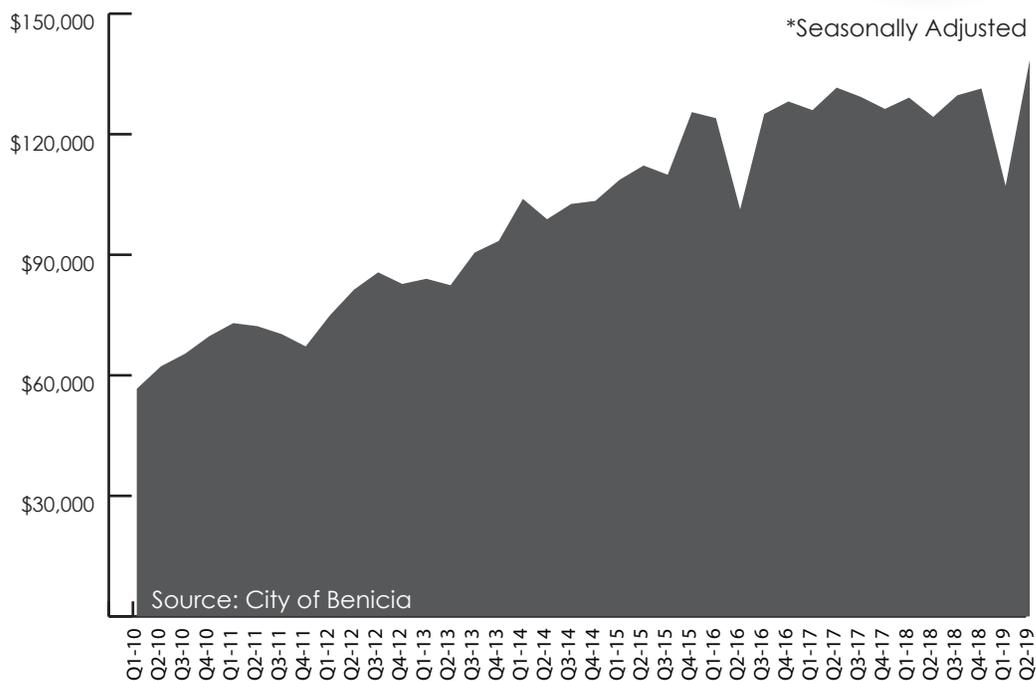


TOT
TRANSIENT OCCUPANCY TAX
2010 = 100

▲
144.4%

Q1 2010
100

Q2 2019
244.4



TOT AT A GLANCE...

Transient Occupancy Tax revenue was \$138,440 in Q2 2019, an increase of 144.4% since the beginning of the tracking period in Q1 2010.

Revenue was up 11.3% from a year ago and up 5.3% from two years ago.

Over the past two years, TOT revenue has increased four of the past eight quarters.

TOT revenue is currently at its highest level since the base year of Q1 2010.

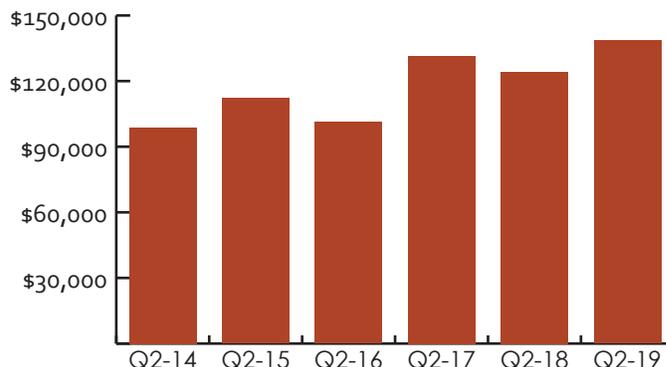
2ND QUARTER TREND

Total TOT revenue was over \$138k in Q2 2019 and is currently at its highest level since the base year of Q1 2010.

The first two quarters of 2019 were off to a strong start, with total revenue in Q1 and Q2 just 3.3% shy of the total annual revenue from 2010. Overall, TOT revenue continues to show a strong upward growth trend since the base year in Q1 2010, having increased a total of 144.4% or nearly \$82k since that time. Over just the past two years, total quarterly revenue has increased half of the time and is up 5.3% overall.

Variances between quarters can be standard for this component due to the occasional missed, late, or double payments that may not get recorded before the reporting deadline.

2ND QUARTER PERFORMANCE



Total increase of 40.1% since Q2 2014.

BUSINESS CONFIDENCE SURVEY

The latest survey shows a strong level of optimism among business leaders of the local economy. Business confidence was rated at 51.2 in September 2019, down 1.7% from 52.1 in April 2019. Slight changes in optimism were similarly distributed across most of the answers below.

The Benicia Business Confidence Survey is a multiple choice survey of how local business leaders feel about the prospects of their own companies and local, state, and national economies over the next 12 months. All responses are aggregated and a score between 0 and 100 is computed. A score over 50 indicates an overall optimism about the local economy.



Neutral = 50

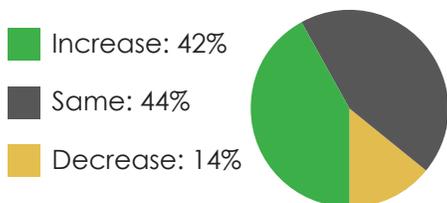


WHAT LOCAL BUSINESS OWNERS & LEADERS ARE SAYING

What are your expectations for the next 12 months?

SALES

How are gross sales expected to change in the next 12 months?



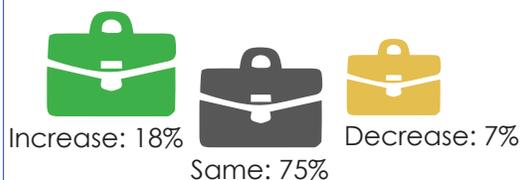
PROFITS

How are profits expected to change in the next 12 months?



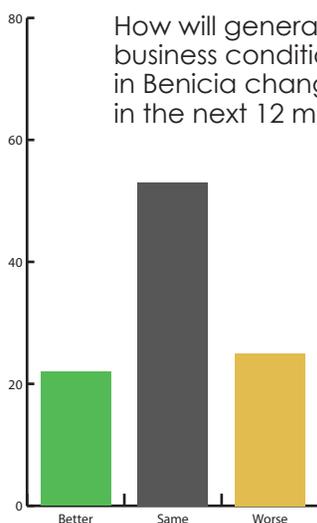
EMPLOYMENT

How is employment expected to change in the next 12 months?



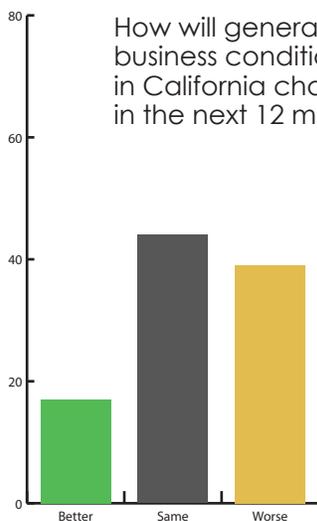
LOCAL BUSINESS CONDITIONS

How will general business conditions in Benicia change in the next 12 months?



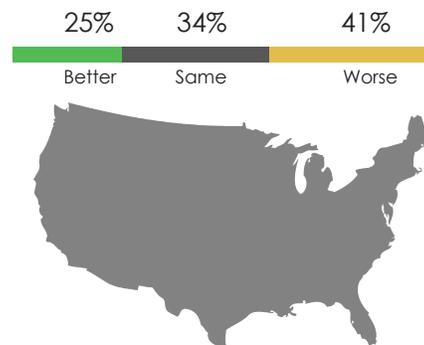
STATE BUSINESS CONDITIONS

How will general business conditions in California change in the next 12 months?



US BUSINESS CONDITIONS

How will general business conditions in the U.S. change in the next 12 months?



HOT TOPIC!

Are you able to access a qualified and well-trained workforce to fill positions?





**AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 19, 2020
BUSINESS ITEMS**

TO: City Council

FROM: City Manager

SUBJECT: **RATIFYING PROCLAMATION OF LOCAL EMERGENCY**

EXECUTIVE SUMMARY:

In light of the COVID-19 emergency, the City Manager issued a Proclamation of Existence of a Local Emergency on March 15, 2020, permitting the City to seek reimbursement of funds for responding to the pandemic, and also allowing the City to enact regulations and orders to assist in responding to COVID-19 pandemic. The Council must ratify this Proclamation within 7 days of issuance, in order for the Proclamation to continue.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) ratifying a Proclamation of Existence of a Local Emergency due to the spread of Coronavirus (COVID-19) (Attachment 2).

BUDGET INFORMATION:

By declaring a local emergency, the City will be eligible to receive state and federal funding if those funds become available.

BACKGROUND:

In December 2019, reports began spreading of a flu-like virus that was more deadly than the flu generally. This virus became known as the Coronavirus (“COVID-19”). On Sunday, March 15, 2020, pursuant to Benicia Municipal Code Section 2.36.050(A)(1), City Manager Lorie Tinfow declared a local emergency due to the impacts of the spread of COVID-19. The Municipal Code requires that, for the declaration to remain in effect, the Council must ratify it within seven days.

DISCUSSION/ANALYSIS:

From January 2020 to March 2020, COVID-19 spread throughout the world, with over 100,000 confirmed cases of individuals contracting COVID-19, and over 3,000 confirmed cases of individuals dying from COVID-19.

On March 3, 2020, the County of Solano ratified a Proclamation of a Local Emergency due to the threat of COVID-19 in the County. As of March 15, 2020, the Centers for Disease Control and Prevention (“CDC”) has confirmed over 3,000 cases of COVID-19 in the United States.

On or about March 4, 2020, as part of the State of California’s response to address the global

COVID-19 outbreak, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19, following one official COVID-19 death.

On March 15, 2020, City Manager Lorie Tinfow signed a Proclamation of the Existence of a Local Emergency due to impacts from the spread of COVID-19. This declaration will allow the City to be eligible to receive state and federal funding for expenses incurred responding to and recovering from the COVID-19 outbreak. The declaration will also allow the City Manager, as the Director of Emergency Services, to exercise all of the powers and duties articulated in the Benicia Municipal Code section 2.36.050.

Staff recommends that Council ratify the City Manager’s Proclamation of the Existence of a Local Emergency with the attached resolution.

COMMUNITY ENGAGEMENT/OUTREACH:

Declaration of a local emergency is within the authority of the City Manager or the City Council. The City has made, and continues to engage in, extensive outreach to the community regarding the City’s response to COVID-19, including updates on the City’s websites, signs in City Hall and the Community Center, and updates at public meetings.

ALTERNATIVE ACTIONS:

If Council does not ratify the Proclamation of Existence of a Local Emergency, the local emergency will not remain in effect.

General Plan	Goal 4.1: Make community health and safety a high priority for Benicia.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Community Emergency Notification 2. Emergency Operation System Management and Emergency Preparedness 3. Community Engagement and Public Relations – City Manager’s

	<p style="text-align: center;">Office</p> <p style="text-align: center;">Priority Based Budgeting (PBB) Website: Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.</p>
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<p>CEQA Analysis</p>	<p>Pursuant to Title 14, the California Code of Regulations, Section 15378(b)(5) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment.</p>
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ATTACHMENTS:

1. Resolution – Proclamation of Existence of a Local Emergency
2. Proclamation of Existence of a Local Emergency

For more information contact: Benjamin Stock, City Attorney

Phone: 415-755-2600

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

SR #4815-1325-8935 v1

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA RATIFYING
THE CITY MANAGER’S PROCLAMATION OF THE EXISTENCE
OF A LOCAL EMERGENCY DUE TO THE WORLDWIDE SPREAD
OF THE CORONAVIRUS (“COVID-19”)**

WHEREAS, the California Emergency Services Act (California Government Code sections 8639, 8550, et. seq.) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, caused by conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Section 2.36.020 of the City of Benicia (“City”) Municipal Code defines emergency as the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City, including conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat; and

WHEREAS, Section 2.36.050(A) of the City Municipal Code designates the City Manager as the Director of Emergency Services for the City; and

WHEREAS, Section 2.26.050(A)(1) empowers the City Manager, as the Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City Council is not in session, so long as such proclamation is ratified by the City Council within seven (7) days; and

WHEREAS, in December 2019 and January 2020, reports began spreading worldwide of a flu-like virus first found in China, that was more deadly than the flu generally, with the virus becoming known as the Coronavirus (“COVID-19”); and

WHEREAS, from January 2020 to March 2020, COVID-19 spread throughout the world, with over 100,000 confirmed cases of individuals contracting COVID-19, and over 3,000 confirmed cases of individuals dying from COVID-19; and

WHEREAS, on March 3, 2020, the Director of the County of Solano ratified a proclamation of a Local Emergency due to the threat of COVID-19 in the County; and

WHEREAS, as of March 8, 2020, the World Health Organization (“WHO”) has confirmed 105,586 cases of COVID-19 internationally, with 3,171 cases resulting in death; and

WHEREAS, as of March 15, 2020, the Centers for Disease Control and Prevention (“CDC”) has confirmed over 3,000 cases of COVID-19 in the United States; and

WHEREAS, on or about March 4, 2020, as part of the State of California's response to address the global COVID-19 outbreak, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19, following one official COVID-19 death; and

WHEREAS, on March 13, 2020, the President of the United States issued an emergency declaration relating to the widespread transmission of COVID-19; and

WHEREAS, based on said events, the City Manager of the City of Benicia declared the existence of a local emergency within the City on March 15, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT that the Proclamation of the Existence of a Local Emergency issued by the City Manager acting as the Director of Emergency Services is hereby confirmed and ratified by the City Council of the City of Benicia.

BE IT FURTHER RESOLVED that that said local emergency shall be deemed to continue to exist and shall be reviewed at least once every 60 days until its termination is proclaimed by the City Council of the City of Benicia per California Government Code section 8630.

BE IT FURTHER RESOLVED that the City Manager or her designee is authorized to take whatever other action is authorized under the Benicia Municipal Code and state and federal law, subject to any required authorization from the City Council, consistent with this Resolution and its basic purposes.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19th day of March, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
BY THE CITY MANAGER OF BENICIA**

WHEREAS, the California Emergency Services Act (California Government Code sections 8630, 8550, et. seq.) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, caused by conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Section 2.36.020 of the City of Benicia (“City”) Municipal Code defines emergency as the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons and property within this City caused by conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat; and

WHEREAS, Section 2.36.050(A) of the City’s Municipal Code designates the City Manager as the Director of Emergency Services for the City; and

WHEREAS, 2.26.050(A)(1) empowers the City Manager, as the Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City Council is not in session so long as such proclamation is ratified by the City Council within seven (7) days; and

WHEREAS, in December 2019, reports began spreading worldwide of a flu-like virus first found in China, that was significantly more deadly than the flu generally, with the virus becoming known as the Coronavirus (“COVID-19”); and

WHEREAS, from January 2020 to March 2020, COVID-19 spread throughout the world, with over 100,000 confirmed cases of individuals contracting COVID-19, and over 3,000 confirmed cases of individuals dying from COVID-19; and

WHEREAS, on March 3, 2020, the County of Solano (“County”) ratified a proclamation of a Local Emergency due to the threat of COVID-19 in the County; and

WHEREAS, on or about March 4, 2020, as part of the State of California’s response to address the global COVID-19 outbreak, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19 following one official COVID-19 death; and

WHEREAS, as of March 8, 2020, the World Health Organization (“WHO”) has confirmed 105,586 cases of COVID-19 internationally, with 3,171 cases resulting in death; and

WHEREAS, as of March 10, 2020, the Centers for Disease Control and Prevention (“CDC”) has confirmed 647 cases of COVID-19 in the United States, with 25 cases resulting in death, with thirty-six (36) jurisdictions reporting cases, including California; and

WHEREAS, on March 13, 2020, the President of the United States issued an emergency declaration relating to the widespread transmission of COVID-19.

NOW, THEREFORE, the Director of Emergency Services finds that:

- A. The United States Centers for Disease Control and Prevention (“CDC”) has determined that the virus presents a serious public health threat, requiring coordination among State and local health departments to ensure readiness for potential health threats associated with the virus; and
- B. The County has found that the conditions constituting a threat to community health, including a presumptive case of community infection, may be present in the County, warranting a proclamation of a County emergency; and
- C. Conditions of disaster and extreme peril to the safety of persons and property have arisen within the City caused by the threat of COVID-19 that will impact significant City and community operations, including critical public infrastructure and services, and which will require the provision of additional public safety and emergency services; and
- D. As contemplated in the California Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), a local emergency exists because of the existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by the aforesaid conditions, which are likely to be beyond the control of the services, personnel and facilities of the City, and require the combined forces of other political subdivisions to combat; and the proclamation of a Local Emergency is necessary to enable the City and other local government entities to adequately plan, prepare and preposition resources to be able to effectively respond to the threat posed by COVID-19, and to warn City residents and visitors of the threat posed by COVID-19 and to enable them sufficient time to plan and prepare; and
- E. In consequence of said conditions and pursuant to Government Code section 8630 and the City Municipal Code section 2.36.050, a local emergency now exists throughout the City of Benicia; and
- F. At the time of this proclamation, the City Council is not in session.

NOW, THEREFORE, BE IT RESOLVED, a local emergency is hereby declared on March 15, 2020, within the City of Benicia. During the local emergency, the powers and duties of the City Manager and the Disaster Council of the City shall be as defined in state and federal law, and the ordinances, resolutions, and approved plans of the City of Benicia in in order to mitigate the effects of said local emergency; and

This proclamation shall be transmitted to the City Council within seven (7) days for ratification, and this local emergency shall continue until terminated by further declaration of the undersigned, or by resolution of the City Council.

SIGNED AND SUBSCRIBED on this 15th day of March, 2020.



LORIE TINFOW
Director of Emergency Services