CALL AND NOTICE OF REGULAR MEETING AT 7:00 PM OF THE VALLEJO CITY COUNCIL

APRIL 28, 2026

COUNCIL MEMBERS
Andrea Sorce (Mayor)
Diosdado "JR" Matulac (Vice Mayor)
Peter Bregenzer
Helen-Marie Gordon
Tonia Lediju, PhD
Alexander Matias
Charles Palmares

HYBRID MEETING
www.Cityofvallejo.net

REVISED AGENDA
Removed a Presentation Item
Added Consent Calendar Item 8M
Reordered the Action Calendar and Added Item 9A

Council Chambers
555 Santa Clara Street
Vallejo, CA 94590

NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom	City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.
PUBLIC COMMENT: Members of the Public may provide public comments during the City Council Meeting in person or via ZOOM (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833.	**For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment**
VIEW THE MEETING: There are four different ways you can view this public meeting: • In Person • Watch Vallejo local channel 28 • Stream from the City website: www.cityofvallejo.net/Streaming • Join the Zoom webinar: https://ZoomRegular.Cityofvallejo.net	Scan QR code for live captions and translation in Spanish and Tagalog.
Hybrid Options are available for members of the public to participate. To participate remotely	
Option to Join by Computer From your browser go to https://ZoomRegular.CityofVallejo.net to launch and join the zoom application. Meeting ID: 914 0075 0676# Meeting Password: 131313	**Option to Join by Phone** Dial (669) 900-6833 Enter Meeting ID: 914 0075 0676# Meeting Password: 131313 Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute
Any supplemental writing related to an agenda item for an open session of a regular meeting that is distributed to all or a majority of all members of the City Council less than 72 hours before the meeting will be posted concurrently on the City's website	

at www.cityofvallejo.net/agendas Written material distributed during the meeting, will be available at the meeting if prepared by the City or after the meeting if prepared by someone else. Such materials may be obtained from the City Clerk	
	Vallejo City Council Chambers ADA compliant. Devices for the hearing impaired are available from the City Clerk. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. REPORT OUT OF CLOSED SESSION

5. PRESENTATIONS AND COMMENDATIONS

A. PRESENTATION OF A PROCLAMATION RECOGNIZING SEXUAL ASSAULT AWARENESS MONTH - APRIL 2026

6. FIRST COMMUNITY FORUM

*The Community Forum is an opportunity to address the Council on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Council to resolve. Any interested members of the public desiring to communicate with the City Council as part of the First Community Forum may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(https://ZoomRegular.Cityofvallejo.net), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first. When called upon, each speaker should step to the podium, state his/her name for the record. The conduct of the community forum shall be limited to a maximum of fifteen (15) minutes, with each speaker limited to a maximum of three minutes pursuant to Vallejo Municipal Code Section 2.02.300.*

7. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS

*Members of the public wishing to address the Council on Consent Calendar items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(https://ZoomRegular.Cityofvallejo.net), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310. Requests for removal of Consent Items received from the public are subject to approval by a majority vote of the Council. Items removed from the Consent Calendar will be heard immediately after approval of the Consent Calendar and Agenda*

8. CONSENT CALENDAR AND APPROVAL OF AGENDA

A. APPROVAL OF MINUTES

Recommendation: Approve minutes for the special meetings of March 31 and April 7 and the special and regular meetings of April 14, 2026
Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net

B. **WAIVE FULL READING AND AUTHORIZING INTRODUCTIONS AND/OR ADOPTION OF ORDINANCES BY TITLE ONLY**

Recommendation: Waive reading and authorize introductions and/or adoption of any and all ordinances on this agenda, if any, by title only. This is a standard procedural action so the City Council does not have to read an ordinance in its entirety.
Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net

C. **PAYMENT OF CLAIMS: FEBRUARY 2026**

Recommendation: Ratify the payment of claims for the period of February 1, 2026, through February 28, 2026.
Contact: Nalungo Conley, Acting Finance Director (707) 648-4301
nalungo.conley@cityofvallejo.net

D. **ADOPT A RESOLUTION AMENDING THE JUSTICE ASSISTANCE GRANT FUND# 149 FISCAL YEAR 2025–2026 BUDGET TO RECOGNIZE $499,992 OF REVENUE FROM THE OVC FISCAL YEAR 2025 SERVICES FOR VICTIMS OF CRIME GRANT AND TO APPROPRIATE CORRESPONDING EXPENDITURES (STEP 2 of 2)**

Recommendation: As the second in a two-step process, adopt a Resolution amending the Justice Assistance Grant Fund# 149 Fiscal Year 2025-2026 budget to recognize $499,992 of revenue from the OVC Fiscal Year 2025 Services for Victims of Crime Grant (“OVC Grant”) and to appropriate corresponding expenditures.
Contact: Jason Ta, Chief of Police
Jason.Ta@cityofvallejo.net

E. **ADOPT A RESOLUTION APPROVING A FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT FOR ON-CALL POTHOLE REPAIR SERVICES WITH JETPATCHER USA, INC., TO INCREASE THE NOT- TO-EXCEED AMOUNT TO $600,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

Recommendation: Adopt a Resolution approving a First Amendment to the construction contract for on-call pothole repair services with Jetpatcher USA, Inc., to increase the not-to-exceed amount to $600,000 and authorizing the City Manager to execute same.
Contact: Oscar Alcantar, Interim Public Works Director (707) 648-4433
oscar.alcantar@cityofvallejo.net

F. **ADOPT A RESOLUTION APPROVING A FIRST AMENDMENT TO THE ON-CALL SERVICES AGREEMENT WITH KALMIKOV ENTERPRISES, INC. DBA FIRE APPARATUS SOLUTIONS TO INCREASE THE NOT-TO-EXCEED**

AMOUNT TO $550,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

Recommendation: Adopt a Resolution approving a First Amendment to the On-Call Services Agreement with Kalmikov Enterprises, Inc. dba Fire Apparatus Solutions to increase the not-to-exceed amount to $550,000 and authorizing the City Manager to execute same.

Contact: Oscar Alcantar, Interim Public Works Director (707) 648-4433
oscar.alcantar@cityofvallejo.net

G. **ADOPT A RESOLUTION: (1) ACCEPTING A $1,995,873 CALVIP COHORT 5 GRANT FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS, (2) APPROVING A STANDARD GRANT AGREEMENT RELATING THERETO, (3) AUTHORIZING THE CITY MANAGER'S EXECUTION OF ALL DOCUMENTS, WITH THE CITY ATTORNEY'S APPROVAL, RELATING TO ACCEPTANCE AND IMPLEMENTATION OF SAID GRANT AGREEMENT, (4) NOTICING INTENT TO AMEND THE JUSTICE ASSISTANCE GRANT FUND# 149 FISCAL YEAR 2025–2026 BUDGET IN THE AMOUNT OF $1,995,873 (STEP 1 of 2)**

Recommendation:
Adopt a Resolution:

1. Accepting a $1,995,873 CalVIP Cohort 5 Grant ("CalVIP Grant") from the Board of State and Community Corrections ("BSCC");
2. Approving a Standard Grant Agreement in a form to be approved by the City Attorney ("Grant Agreement") relating to the CalVIP Grant;
3. Authorizing the City Manager's execution of all documents relating to acceptance and implementation of said CalVIP Grant Agreement; and
4. As the first in a two-step process, noticing intent to amend the Justice Assistance Grant Fund# 149 Fiscal Year 2025-2026 budget to recognize revenue and appropriate expenditures in the amount of $1,995,873.

Contact: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

H. **ADOPT A RESOLUTION AWARDING AND APPROVING A MAINTENANCE SERVICES AGREEMENT WITH GOT POWER, INC., FOR GENERATOR PREVENTATIVE MAINTENANCE AND ON-CALL REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED $740,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME**

Recommendation: Adopt a resolution of the City Council of the City of Vallejo to awarding and approving a Maintenance Services Agreement with Got Power, Inc., for preventative maintenance, repair, inspection, installation, and on-call natural gas, electrical, and propane generator services in accordance with industry standards, for a not-to-exceed amount of $740,000 and authorizing the City Manager to execute the Agreement.

Contact: Beth Schoenberger, Water Director (707) 648-5439
beth.schoenberger@cityofvallejo.net
John Palesi, Water Operations Manager for Operations & Maintenance (707)

648-4519
john.palesi@cityofvallejo.net

I. **ACCEPT THE ROOFING REPLACEMENT PROJECT LOCATED AT 23 HARBOR WAY, PERFORMED BY STRONGER BUILDING SERVICES AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SOLANO COUNTY RECORDER'S OFFICE**

Recommendation: Accept the roofing replacement project located at 23 Harbor Way (Zio Fraedo's) performed by Stronger Building Services as complete and authorize the City Clerk to file a Notice of Completion with the Solano County Recorder's Office.

Contact: Oscar Alcantar, Interim Public Works Director, (707) 648-4433
Oscar.Alcantar@cityofvallejo.net

J. **ADOPT A RESOLUTION: 1) FINDING THE GRIND AND OVERLAY REHABILITATION PROJECT (PWC117) ON S REGATTA DRIVE & CAPITOL STREET CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301(C); 2) APPROVING THE PROJECT PLANS AND SPECIFICATIONS FOR THE PROJECT; 3) APPROVING AND AWARDING A CONSTRUCTION CONTRACT TO CONSOLIDATED ENGINEERING, INC. OF VALLEY SPRINGS, CALIFORNIA, IN THE AMOUNT OF $1,281,162.62, AND REJECTING ALL OTHER BIDS, AND 4) AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH CONSOLIDATED ENGINEERING, INC. AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THIS PROJECT**

Recommendation: Adopt a Resolution: 1) Finding the Grind and Overlay Rehabilitation Project (PWC117) on S Regatta Drive & Capitol Street categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15301(c); 2) Approving the project plans and specifications for the project; 3) Approving and awarding a construction contract to Consolidated Engineering, Inc. of Valley Springs, California in the amount of $1,281,162.62, rejecting all other bids; and 4) Authorizing the City Manager to execute the contract with Consolidated Engineering, Inc. as the lowest responsive and responsible bidder for this project.

Contact: Oscar Alcantar, Interim Public Works Director, (707) 648-4433
Oscar.Alcantar@cityofvallejo.net

K. **ADOPT A RESOLUTION APPROVING A SUBAWARD AGREEMENT WITH THE FAIRFIELD-SUISUN SEWER DISTRICT (FSSD) TO ACCEPT CALIFORNIA OCEAN PROTECTION COUNCIL (OPC) GRANT FUNDS IN THE AMOUNT OF $142,659.20 FOR THE SOLANO BAYSHORE RESILIENCY PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND AMENDING THE FISCAL YEAR 2025-26 CAPITAL GRANTS AND CONTRIBUTION FUND #221 BUDGET TO APPROPRIATE THE FUNDS (STEP 2 OF 2)**

Recommendation: Adopt a Resolution approving a Subaward Agreement with the Fairfield-Suisun Sewer District (FSSD) to accept California Ocean

Protection Council (OPC) grant funds in the amount of $142,659.20 for the Solano Bayshore Resiliency Project, authorizing the City Manager to execute the agreement, and amending the Fiscal Year 2025-26 Capital Grants and Contribution Fund #221 budget to appropriate the funds (Step 2 of 2).
Contact: Kristin Pollot, AICP, Planning & Development Services Director, (707) 648-4326
kristin.pollot@cityofvallejo.net

L. **ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF UNDERSTANDING WITH THE SOLANO COUNTY WATER AGENCY, THE FORM OF WHICH IS TO BE APPROVED BY THE CITY ATTORNEY, FOR A ONE-TIME TRANSFER OF UP TO 2,000 ACRE-FEET OF VALLEJO 2026 STATE WATER PROJECT WATER SUPPLIES WITH ANOTHER STATE WATER CONTRACTOR IN EXCHANGE FOR AN ADMINISTRATIVE FEE**

Recommendation: Authorize the City Manager to sign a Letter of Understanding with the Solano County Water Agency (SCWA) for a one-time transfer of up to 2,000 acre-feet (AF) of Vallejo's 2026 State Water Project water supplies with another State Water Contractor in exchange for an administrative fee to be delivered to the City of Vallejo by the Solano County Water Agency.
Contact: Beth Schoenberger, Water Director (510) 648-5439
Beth.Schoenberger@cityofvallejo.net

M. **AUTHORIZE THE COUNCIL TO APPROVE A PROCLAMATION RECOGNIZING MAY 2026 AS TOURISM MONTH**

Recommendation: Vallejo City Council to approve a proclamation recognizing May 2026 as Tourism Month
Contact: Erik Rzomp, Executive Assistant to Mayor Sorce (707) 648-4377
Erik.Rzomp@cityofvallejo.net

9. ACTION CALENDAR

*NOTICE: Members of the public wishing to address the Council on Action Calendar Items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420 or as approved and announced by the Mayor. In person speakers will be recognized first*

A. **ADOPT A RESOLUTION APPOINTING HARRY BLACK AS INTERIM CITY MANAGER, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF VALLEJO AND HARRY BLACK, APPROVING A NEW SALARY FOR THE CITY MANAGER CLASSIFICATION, AMENDING THE FY25-26 SALARY PLAN, AND AUTHORIZE THE MAYOR TO EXECUTE SAME**

Recommendation: Adopt a resolution appointing Harry Black as Interim City Manager, approving an Employment Agreement between the City of Vallejo and Harry Black, approving a new salary for the City Manager classification, amending the FY25-26 salary plan, and authorizing the Mayor to execute same.

Contact: Stephanie Sifuentes, Human Resources Director (707) 649-4852
Stephanie.Sifuentes@cityofvallejo.net

B. **ADOPT A RESOLUTION MAKING AN APPOINTMENT TO THE HOUSING & COMMUNITY DEVELOPMENT COMMISSION TO FILL AN EXISTING VACANCY**

Recommendation: Adopt a resolution making an appointment to the Housing & Community Development Commission

Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net

C. **PUBLIC HEARING AND ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY QUALIFIED 501(C)(3) BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, DEVELOPMENT, AND EQUIPPING OF SERENO VILLAGE APARTMENTS PURSUANT TO THE TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) WITH NO FINANCIAL LIABILITY FOR THE CITY AND APPROVAL OF A GUARANTOR INDEMNIFICATION REQUIRING EDEN HOUSING TO INDEMNIFY THE CITY RELATED TO ANY FINANCIAL OBLIGATION ARISING FROM ISSUANCE OF THE BONDS**

Recommendation:

1. Conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed $20,000,000, (the "Bonds"), for the part of a plan to finance or refinance the acquisition, construction, development, and equipping of a multifamily rental housing project located at 750 Sereno Drive, Vallejo, California (the "Project").
2. Adopt a Resolution approving the issuance of the Bonds by the CMFA for the benefit of Eden Housing, Inc., a California nonprofit public benefit corporation (the “Developer”), on behalf of Eden Sereno Village, L.P., a California limited partnership, or another ownership entity to be created by Eden Sereno Village LLC, a California limited liability company, its general partner (the “General Partner”), or by another affiliate of the Developer (such limited partnership or other ownership entity being referred to herein as the “Borrower”), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

This is the approval of an issuance of Bonds by another public agency for a project to be constructed within the City of Vallejo and not an issuance of bonds by the City of Vallejo. The City has no financial obligation whatsoever for these bonds. Such adoption is solely for the purposes of satisfying the requirements

of the federal Tax Equity and Fiscal Responsibility Act (TEFRA), the Code, and the California Government Code Section 6500 (and following).
Contact: Alicia M. Jones, Housing Director (707) 648-4408
Alicia.Jones@cityofvallejo.net
Chari Francisco, Administrative Manager
chari.francisco@cityofvallejo.net (707) 553-7204

D. **RECEIVE AN UPDATE ON ECONOMIC DEVELOPMENT DEPARTMENT (EDD ACTIVITIES) AND RECOMMEND TO UNFREEZE THE SECRETARY AND ECONOMIC DEVELOPMENT PROGRAM MANAGER IN ORDER TO IMPLEMENT THE DEPARTMENT WORKPLAN AND ED STRATEGIC PLAN (EDSP)**
Recommendation: Receive an update on Economic Development (EDD Activities) and recommend to unfreeze the Secretary and Economic Development Program Manager in order to implement the Department Workplan and ED Strategic Plan (EDSP)
Contact: Brad Paul, Interim Economic Development Director
Brad.Paul@cityofvallejo.net

E. **PROVIDE DIRECTION ON WHETHER TO PROCEED WITH PREPARATION OF A SHORT-TERM RENTAL ORDINANCE**
Recommendation: Provide direction on whether to proceed with preparation of a Short-Term Rental Ordinance.
Contact: Kristin Pollot, AICP, Planning & Development Services Director, (707) 648-4326
kristin.pollot@cityofvallejo.net

10. INFORMATION CALENDAR

NOTICE: Members of the public wishing to address the Council on Information Calendar Items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420 or as approved and announced by the Mayor. In person speakers will be recognized first.

A. **Public Safety Update**
Recommendation: Receive a general update on public safety and have a discussion on current initiatives the Police Department is undertaking.
Contact: Jason Ta, Chief of Police
(707) 648-4540
jason.ta@cityofvallejo.net

11. CITY MANAGER'S REPORT

12. CITY ATTORNEY'S REPORT

A. **QUARTERLY REPORT FOR FISCAL YEAR 2025/2026, THIRD QUARTER (JANUARY - MARCH 2026)**

Recommendation: Receive quarterly report for Fiscal Year 2025/2026, Third Quarter

Contact: Veronica A.F. Nebb, City Attorney
Veronica.Nebb@cityofvallejo.net

13. COMMUNITY FORUM

*Any interested members of the public desiring to communicate with the City Council as part of the last Community Forum may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(https://ZoomRegular.Cityofvallejo.net), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first.*

14. REQUEST & ACTIONS FOR FUTURE AGENDA ITEMS OR SPECIAL PROJECTS

15. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE CITY COUNCIL

16. ADJOURNMENT

ADDITIONAL CITY INFORMATION

Members of the public can:

- Like us on Facebook and Instagram (@cityofvallejo)
- Sign up to receive City Communications via e-mail (www.cityofvallejo.net/subscribe)
- Sign up for emergency alerts at: alertsolano.com

Dated: Saturday, April 25, 2026	Andrea Sorce, Mayor

I, Dawn Abrahamson, City Clerk do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to

Andrea Sorce (Mayor)
Diosdado "JR" Matulac (Vice Mayor)
Peter Bregenzer
Helen-Marie Gordon
Tonia Lediju, PhD
Alexander Matias
Charles Palmares,

at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 11:45 a.m., Saturday, April 25, 2026.

Dated: Saturday, April 25, 2026	

PROCLAMATION

RECOGNIZING APRIL 2026 AS SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, Sexual Assault Awareness Month is observed each April to increase understanding of sexual assault and to affirm this community's commitment to prevention, support, and accountability; and

WHEREAS, sexual assault affects people of every age, gender, and background, and remains widely underreported due to fear, stigma, and barriers to seeking help, and often begins early in life, with many survivors experiencing harm before the age of 25; and

WHEREAS, data from the Centers for Disease Control and Prevention indicates that nearly half of women and more than one in six men in the United States have experienced some form of contact sexual violence in their lifetime, reflecting the widespread nature of this issue; and

WHEREAS, in Vallejo and Solano County, individuals continue to seek support through crisis lines, forensic exams, advocacy services, and legal systems, indicating both the ongoing need for services and the importance of timely, responsive care; and

WHEREAS, survivors in Solano County are supported through the collaboration of SafeQuest Solano, SANE-SART, the Solano Family Justice Center, Solano Advocates for Victims of Violence, Victims Empowerment Support Team, and partners at Travis Air Force Base including the Family Advocacy Program and the Sexual Assault Prevention and Response Program, providing confidential, trauma-informed care including advocacy, forensic medical services, counseling, legal support, and prevention education; and

WHEREAS, many survivors carry the weight of what happened to them long before they ever speak about it, if they speak about it at all, and prevention requires a shared commitment to recognizing boundaries, respecting consent, and taking action when something is not right.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Andrea Sorce, Mayor of the City of Vallejo and the Vallejo City Council do hereby proclaim April 2026 as Sexual Assault Awareness Month and acknowledge the real and ongoing impact of sexual assault within the community, affirming its commitment to supporting survivors, strengthening prevention efforts, and ensuring that individuals have access to services, resources, and pathways to safety.

Dated: April 28, 2026

ANDREA SORCE, MAYOR

Vice Mayor Diosdado 'JR' Matulac, District 2
Council Member Peter Bregenzer, District 5
Council Member Helen-Marie Gordon, District 6
Council Member Tonia Lediju, District 3
Council Member Alexander Matias, District 1
Council Member Charles Palmares, District 4

VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
MARCH 31, 2026

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 5:03 p.m.

2. ROLL CALL

Present: Vice Mayor Matulac, Councilmembers Bregenzer, Gordon, Lediju (arrived at 5:31 p.m. and participated remotely), Matias, and Palmares
Absent: Mayor Sorce
Staff present: City Manager Murray, City Attorney Nebb, City Clerk Abrahamson, Assistant City Managers Conley and Haen, Chief Assistant City Attorney Risner, Assistant to the City Manager Peterson, and Human Resources Director Sifuentes

The Council convened into Closed Session in the Council Conference Room at 5:06 p.m.

3. CLOSED SESSION

A. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957(b)(1)
Title: City Manager

B. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Subdivision (a) of Section 54956.9)
People of California and City of Vallejo v. Mary Beckus, et al. Solano County Superior Court Case No. CU24-01072

C. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Subdivision (a) of Section 54956.9)
People of California and City of Vallejo v. Guadalupe Mendez, et al. Solano County Superior Court Case No. CU23-03240

D. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Subdivision (a) of Section 54956.9)
People of California and City of Vallejo v. Robert Chiang, et al. Solano County Superior Court Case No. CU23-03243

4. ADJOURNMENT

The meeting adjourned at 7:04 p.m.

_____
ANDREA SORCE, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON, CITY CLERK

VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
MARCH 31, 2026

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 7:09 p.m.

2. ROLL CALL

Present: Vice Mayor Matulac, Councilmembers Bregenzer, Gordon, Lediju (arrived at 7:14 p.m. and participated remotely), Matias, and Palmares
Absent: Mayor Sorce
Staff present: City Manager Murray, City Attorney Nebb and City Clerk Abrahamson

3. PLEDGE OF ALLEGIANCE

City Attorney Nebb reported the following out of Closed Session held at 5:03 p.m.

Closed Session Item 3A – Council provided direction.
Closed Session Items 3B, 3C and 3D – Council provided direction to its legal counsel.

4. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS

Speakers: None.

5. CONSENT CALENDAR AND APPROVAL OF AGENDA

***Action**: moved by Councilmember Bregenzer and carried unanimously by members present, unless otherwise noted, approval of the Agenda and the Consent Calendar with the removal of Item 5A from the Consent Calendar and renumbering it as Item 5.1 (Absent: Mayor Sorce and Councilmember Lediju)..*

A. **CONSIDERATION OF LETTER OF SUPPORT – AB 1761 (ELECTRICITY RATE TRANSPARENCY)**

Recommendation: Authorize the Mayor to execute a Letter of Support for AB 1761, formally expressing the City's support for increased transparency in electricity rate-setting and encouraging timely legislative consideration.
Contact: Andrew Murray, City Manager (707) 648-4576
Andrew.Murray@cityofvallejo.net
***Action**: item was removed from the Consent Calendar at the request of Councilmember Gordon.*

Staff provided context of AB 1761 and Mr. Gonsalves as the City's State lobbyist, provided comment.

***Action:** moved by Councilmember Bregenzer and carried unanimously by members present and on a roll call vote, to authorize Mayor to execute a Letter of Support for AB 1761, formally expressing the City's support for increased*

transparency in electricity rate-setting and encouraging timely legislative consideration (Absent: Mayor Sorce).

6. ACTION CALENDAR

A. PRESENTATION OF THE CITY OF VALLEJO'S STATE AND FEDERAL LEGISLATIVE ADVOCACY FIRMS AND RECEIVE DIRECTION ON UPDATING THE CITY'S LEGISLATIVE PLATFORM

Recommendation: Receive the presentation and provide direction to staff on whether to schedule a future agenda item or special meeting to update the City's State and Federal Legislative Platform and legislative priorities.
Contact: Sidney Wilson, Administrative Analyst (707) 648-4576
Sidney.Wilson@CityofVallejo.net

Administrative Analyst II Wilson introduced the City's State and Federal lobbying partners.

Susan Lent of Akin Gump Strauss Hauer & Feld, LLP, Mary Bergstrom of Capitol Advocacy Partners, and Paul Gonsalves of Gonsalves & Sons provided an overview of the services their respective firms provide to the City.

Administrative Analyst II Wilson concluded the presentation with a summary of the City's legislative advocacy procedural history and an overview of its legislative platform.

Staff and the Consultants responded to questions from Councilmembers. Councilmembers provided comment.

Speakers: Melvin Cowan

Action: *moved by Councilmember Gordon and carried unanimously by members present on a roll call vote to invite the City's state and federal legislative advocacy firms to attend the Council goal setting and, following goal setting, schedule a special meeting with the consultants to further develop the City's legislative platform in alignment with the Council's established goals Absent: Mayor Sorce).*

By consensus of the Council, the Action Calendar was reordered to consider items 6D, 6E, 6B and 6C. The minutes reflect the items in the order as they appeared on the Agenda.

B. ADOPT A RESOLUTION ACCEPTING THE GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2025 AND DIRECTING STAFF TO SUBMIT THE SAME TO THE GOVERNOR'S OFFICE OF LAND USE AND CLIMATE INNOVATION AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Recommendation: Adopt a Resolution accepting the General Plan and Housing Element Annual Progress Report for calendar year 2025 and directing staff to

submit the same to the Governor's Office of Land Use and Climate Innovation and the California Department of Housing and Community Development.
Contact: Kristin Pollot, AICP, Planning & Development Services Director, (707) 648-4326
kristin.pollot@cityofvallejo.net

Planning Manager Rojas provided a progress report on the 2025 General Plan 2040, reviewed the Planning Commission's acceptance, shared implementation highlights of the Plan, reviewed Housing production numbers and shared Housing Element Program implementation highlights.

Speakers: Eli Smith, Cristal Gallegos (Vallejo Housing Justice Coalition), Melvin Cowan, Leila Walton, and Yessica Martinez.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *moved by Councilmember Bregenzer and carried unanimously by members present on a roll call vote to adopt Resolution No. 26-033 N.C.(Absent: Mayor Sorce).*

C. **RECEIVE UPDATE ON THE CITY OF VALLEJO'S UNHOUSED STRATEGIC PLAN AND PROVIDE DIRECTION ON NEXT STEPS, RECIEVE AN UPDATE ON THE WHITE SLOUGH SITUATION, AND APPROVE ALLOCATING UP TO $1,000 TOTAL FOR A LIVED EXPERIENCE STIPEND PROGRAM**
Recommendation: Receive an update on the City of Vallejo's Unhoused Strategic Plan, receive an update on the White Slough situation, and approve allocating up to $1,000 total for a lived experience stipend program.
Contact: Natalie Peterson, Assistant to the City Manager
Natalie.Peterson@cityofvallejo.net

Assistant to the City Manager Peterson provided an update on the Unhoused Strategic Plan, discussed the Lived Experience Stipends Program and provided an update on White Slough.

Speakers: Eli Smith, Anne Carr, Louis Michael, Cristal Gallegos (Vallejo Housing Justice Coalition,) and Leila Walton

Staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *Moved by Councilmember Bregenzer and carried unanimously by members present on a roll call vote (Mayor Sorce and Councilmember Lediju absent) to:*

- *Support the general concept of the Unhoused Strategic Plan outline.*
- *Direct staff to meet with Councilmembers Lediju, Palmares, and Gordon to review the document and provide feedback prior to community outreach.*

- *Direct staff to work with Councilmembers Lediju and Palmares, as CAP Solano JPA representatives, to bring forward a request for lived experience stipends to be administered through CAP Solano JPA, with a portion designated for Vallejo-specific initiatives.*

Regarding White Slough:

- *Council expressed support for the eventual clean-up of the properties.*
- *Directed staff to engage with and support community-led clean-up efforts where appropriate, and to coordinate with outside agencies for potential City-led clean-up.*
- *Requested increased action related to RV encampments and development of a strategy to address associated community impacts.*

Additionally, staff was directed to:

- *Explore Encampment Resolution Funding (grant) opportunities, including transitional housing options; and*
- *Continue pursuing enforcement-based strategies as part of a broader response.*

D. **DISCUSS OPTIONS, DETERMINE FINAL LOCATION FOR PLACEMENT OF THE ONIGAWARA, APPROVE GARDEN RESTORATION IN ACCORDANCE WITH THE DESIGN PLANS, AND PROVIDE DIRECTION TO STAFF REGARDING SAME**

Recommendation: Approve plans for restoration of Japanese Garden located between City Hall and the JFK Library which includes the installation of the restored Onigawara on a concrete Pedestal and new plants in the Japanese garden located adjacent to City Hall.

Contact: Erik Rzomp, Executive Assistant to Mayor Sorce (707) 648-4377 Erik.Rzomp@cityofvallejo.net

Executive Assistant to the Mayor Rzomp provided background and context, discussed options for the Japanese Garden, requested Council input to assist in determining the final location for Onigawara placement, shared the recommended approval for garden restoration in accordance with the design plans and requested direction from Council.

Speakers: Rick Weyrich (Beautification Commission).

Action: *Moved by Councilmember Bregenzer and carried unanimously by members present on a roll call vote to approve the plans for restoration of the Japanese Garden located between City Hall and the JFK Library. The approved scope includes installation of the restored Onigawara on a concrete pedestal and new plantings within the Japanese Garden adjacent to City Hall. The action also authorizes the addition of up to $10,000 in funding for lighting improvements for three garden beds (Absent: Mayor Sorce and Councilmember Palmares).*

E. **PROVIDE FEEDBACK REGARDING FUNDING PRIORITIES FOR BAY AREA AIR QUALITY MANAGEMENT DISTRICT (BAAQMD) COMMUNITY BENEFITS FUND GRANT**

Recommendation:

Provide feedback regarding the funding areas/categories for the BAAQMD Community Benefits Fund Grant.

Contact: Nalungo Conoley, Assistant City Manager
Nalungo.Conley@cityofvallejo.net

Assistant City Manager Nalungo outlined the recommendation, provided background information and reviewed the lead application proposals for the City, outlined feedback requested from Council and next steps.

Speakers: Loreno Allio, Louis Michael and Leila Walton.

Staff responded to questions from Councilmembers. Councilmembers provided comment and direction to staff on the funding areas/categories for the BAAQMD.

7. ADJOURNMENT

The meeting adjourned at 12:47 a.m.

_____
ANDREA SORCE, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON, CITY CLERK

VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
APRIL 7, 2026

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m.

2. ROLL CALL

Present: Mayor Sorce, Vice Mayor Matulac, Councilmembers Bregenzer, Gordon, Lediju, Matias (arrived at 5:34 p.m.), and Palmares
Absent: None
Staff present: City Manager Murray, City Attorney Nebb, and Chief Assistant City Attorney Risner

The Council convened into closed session in the Council Conference Room at 5:33 p.m.

3. CLOSED SESSION

A. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957(b)(1)
Title: City Manager

B. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957(b)(1)
Title: City Attorney

The Council reconvened into open session in the Council Chambers at 9:33 p.m.

Chief Assistant City Attorney Risner reported Council provided direction and there was no other action to report.

4. ADJOURNMENT

The meeting adjourned at 9:36 p.m.

_____
ANDREA SORCE, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON, CITY CLERK

VALLEJO CITY COUNCIL
SPECIAL MEETING MINUTES
APRIL 14, 2026

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 5:02 p.m.

2. ROLL CALL

Present: Vice Mayor Matulac, Councilmembers Bregenzer, Gordon, Lediju (arrived during closed session), Matias (arrived during closed session), and Palmares
Absent: Mayor Sorce
Staff present: Acting City Manager Conley, City Attorney Nebb, City Clerk Abrahamson, Chief Assistant City Attorney Risner, Assistant City Manager Haen, and Human Resources Director Sifuentes

The City Council convened into Closed Session in the Council Conference Room at 5:05 p.m.

3. CLOSED SESSION

A. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:** Pursuant to Government Code Section 54956.9 (d)(1)
Name of Case: *Taki dba Cigarette City v. City of Vallejo*, Case No. CU25-08261

B. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:** Pursuant to Government Code Section 54956.9 (d)(1)
Name of Case: *Himayat Hotaki dba Cigarettes for Less & Check Cashing v. City of Vallejo*, Case No. CU25-09788

C. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:** Pursuant to Government Code Section 54956.9 (d)(1)
Name of Case: *Kimberly Madkins v. City of Vallejo et al.*, Case No. CU24-03517

D. **CONFERENCE WITH LABOR NEGOTIATORS** Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Andrew Murray, City Manager and Stephanie Sifuentes, Human Resources Director
Employee Organizations: Vallejo Police Officers Association (VPOA), International Association of Firefighters, Local 1186 (IAFF), Confidential, Administrative, Managerial, Professional Association (CAMP), and Unrepresented Employees

E. **PUBLIC EMPLOYEE EMPLOYMENT**
Pursuant to Government Code Section 54957(b)
Title: City Manager

F. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATIO**N
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): 2 Cases

G. **CONFERENCE WITH LEGAL COUNSEL-THREAT OF LITIGATION**
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): 1 Case – Mayor's Demand for Defense Counsel/Indemnification/Litigation Hold

4. ADJOURNMENT

The meeting adjourned at 7:21 p.m.

_____
ANDREA SORCE, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON, CITY CLERK

VALLEJO CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 14, 2026

COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California

1. CALL TO ORDER

The meeting was called to order at 7:25 p.m.

2. ROLL CALL

Present: Vice Mayor Matulac, Councilmembers Bregenzer, Gordon, Lediju, Matias, and Palmares
Absent: Mayor Sorce
Staff present: Acting City Manager Conley, City Attorney Nebb and City Clerk Abrahamson

3. PLEDGE OF ALLEGIANCE

4. REPORT OUT OF CLOSED SESSION

City Attorney Nebb reported the following:

- Closed Session Item 3A – this item was not heard and will be brought forward at the next meeting
- Closed Session Item 3B – this item was not heard and will be brought forward at the next meeting
- Closed Session Item 3C – this item was not heard and will be brought forward at the next meeting
- Closed Session Item 3D – City Manager Murray was not present. Council provided direction to its labor negotiators.
- Closed Session Item 3E – Council accepted the resignation of City Manager Murray and approved his separation agreement.

Councilmember Bregenzer reported Council provided direction to its legal counsel regarding Closed Session Items 3F and 3G and there was no further action to report.

5. PRESENTATIONS AND COMMENDATIONS

Action: *STA Director of Projects Burton provided a presentation.*

A. **UPDATE CITY COUNCIL ON THE DIVERGING DIAMOND INTERCHANGE (DDI) PROJECT AT STATE ROUTE 37 (SR 37) / FAIRGROUNDS DRIVE, INFORM HOW TO USE THE DDI AND THE PROJECT BENEFITS PRESENTED BY SOLANO TRANSPORTATION AUTHORITY (STA).**

6. FIRST COMMUNITY FORUM

Speakers: Tanya Bronrigg, Jason Gray and Robrt White.

7. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS
Speakers: Leslie Janik (Item 9B)

8. CONSENT CALENDAR AND APPROVAL OF AGENDA
Action: *moved by Councilmember Bregenzer and carried unanimously by members present, unless otherwise noted, approval of the Agenda and the Consent Calendar with Vice Mayor Matulac recusing from Item 8G and Councilmember Lediju from Item 8F due to Conflicts of Interest related to owning property in the LMD and the removal of Item 8D reordering it as Item 8.1 (Absent: Sorce).*

A. **APPROVAL OF MINUTES**
Recommendation: Approves minutes for the special and regular meetings of March 24, 2026
Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net
Action: *approved minutes.*

B. **WAIVE READING AND AUTHORIZING INTRODUCTIONS AND/OR ADOPTION OF ORDINANCES BY TITLE ONLY**
Recommendation: Waive reading and authorize introductions and/or adoption of any and all ordinances on this agenda, if any, by title only. This is a standard procedural action so the City Council does not have to read an ordinance in its entirety.
Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net
Action: *waived reading and authorized introductions and/or adoption of any and all ordinances on this agenda, if any, by title only. This is a standard procedural action so the City Council does not have to read an ordinance in its entirety.*

C. **ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING AN AMENDMENT TO THE ZONING MAP TO CHANGE THE ZONING DISTRICT OF ASSESSOR'S PARCEL NUMBERS (APNS) 0079-171-170 AND 0079-120-100 FROM RESIDENTIAL LOW DENSITY AND RESIDENTIAL MEDIUM DENSITY, RESPECTIVELY, TO PLANNED DEVELOPMENT, AS DEPICTED IN ATTACHMENT 3 FOR THE DEVELOPMENT OF A 51 SINGLE-FAMILY RESIDENCES (KNOWN AS "VISTA COVE SUBDIVISION") ON A 20.13-ACRE SITE AT THE NORTHEAST CORNER OF SHADY LANE AND WILDFLOWER AVENUE**
Recommendation: Adopt an Ordinance of the City Council of the City of Vallejo approving an amendment to the Zoning Map to change the Zoning District of Assessor's Parcel Numbers (APNs) 0079-171-170 and 0079-120-100 from Residential Low Density and Residential Medium Density, respectively, to Planned Development, as depicted in Attachment 3 for the development of 51 single-family residences (known as "Vista Cove Subdivision") on a 20.13-acre site at the northeast corner of Shady Lane and Wildflower Avenue
Contact: Cesar Orozco, Planning Manager - Current Development (707) 648-5436
Cesar.Orozco@ciyofvallejo.net

Action: *adopted Ordinance No. 1886 N.C. (2d).*

D. **ADOPT A RESOLUTION: (1) ACCEPTING A $499,992 OVC FISCAL YEAR 2025 SERVICES FOR VICTIMS OF CRIME GRANT, (2) AUTHORIZING THE CITY ATTORNEY TO REVIEW, NEGOTIATE AND APPROVE A STANDARD GRANT AGREEMENT RELATING THERETO, (3) AUTHORIZING THE CITY MANAGER'S EXECUTION OF ALL DOCUMENTS RELATING TO SAID GRANT AGREEMENT, SUBJECT TO CITY ATTORNEY APPROVAL, AND (4) NOTICING INTENT TO AMEND THE FUND 149 FISCAL YEAR 2025–2026 BUDGET IN THE AMOUNT OF $499,992 (STEP 1 OF 2)**

Recommendation: Adopt a Resolution:

1. Accepting a $499,992 OVC Fiscal Year 2025 Services for Victims of Crime Grant ("OVC Grant");
2. Approving a Standard Grant Agreement ("Grant Agreement") relating thereto;
3. Authorizing the City Manager's execution of all documents relating to said Grant Agreement; and
4. As the first in a two-step process, noticing intent to amend the Fund 149 Fiscal Year 2025-2026 budget to recognize revenue and appropriate expenditures in the amount of $499,992.

Contact: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net
Action: *item was removed from the Consent Calendar at the request of Councilmember Lediju.*

Captain Ramrakha provided an overview of the grant and responded to questions from Councilmembers.

Action: *moved by Councilmember Bregenzer and carried unanimously by members present to adopt Resolution No. 26-034 N.C.(Absent: Sorce)*

E. **ADOPT A RESOLUTION AUTHORIZING THE INITIATION OF PROCEEDINGS AND THE PREPARATION OF THE ENGINEER'S REPORT FOR THE 2026-27 FISCAL YEAR LEVY OF ANNUAL ASSESSMENTS FOR THE BORDONI RANCH, CARRIAGE OAKS, GARTHE RANCH, HIDDENBROOKE, HUNTER RANCH III, MARINE WORLD/FAIRGROUNDS, MARIN VIEW, NORTHEAST QUADRANT, SOUTH VALLEJO BUSINESS PARK, AND TOWN AND COUNTRY II-V LANDSCAPE MAINTENANCE DISTRICTS**

Recommendation: Adopt a Resolution authorizing the initiation of proceedings and the preparation of the Engineer's Report for the 2026-27 fiscal year levy of annual assessments for the Bordoni Ranch, Carriage Oaks, Garthe Ranch, Hiddenbrooke, Hunter Ranch III, Marine World/Fairgrounds, Marin View, Northeast Quadrant, South Vallejo Business Park, and Town and Country II-V Landscape Maintenance Districts.

Contact: Oscar Alcantar, Interim Public Works Director (707) 648-4433
oscar.alcantar@cityofvallejo.net
Action: *adopted Resolution No. 26-035 N.C.*

F. **ADOPT A RESOLUTION AUTHORIZING THE INITIATION OF PROCEEDINGS AND THE PREPARATION OF THE ENGINEER'S REPORT FOR THE 2026-27 FISCAL YEAR LEVY OF ANNUAL ASSESSMENTS FOR THE GLEN COVE III AND GLEN COVE III 2015 LANDSCAPE MAINTENANCE DISTRICTS**

Recommendation: Adopt a Resolution authorizing the initiation of proceedings and the preparation of the Engineer's Report for the 2026-27 fiscal year levy of annual assessments for the Glen Cove III and Glen Cove III 2015 Landscape Maintenance Districts.

Contact: Oscar Alcantar, Interim Public Works Director (707)648-4433 oscar.alcantar@cityofvallejo.net

Action: *adopted Resolution No. 26-036 N.C. (Abstained Due to Conflict of Interest: Lediju; Absent: Sorce)*

G. **ADOPT A RESOLUTION AUTHORIZING THE INITIATION OF PROCEEDINGS AND THE PREPARATION OF THE ENGINEER'S REPORT FOR THE 2026-27 FISCAL YEAR LEVY OF ANNUAL ASSESSMENTS FOR THE SANDPIPER POINT LANDSCAPE MAINTENANCE DISTRICT**

Recommendation: Adopt a Resolution authorizing the initiation of proceedings and the preparation of the Engineer's Report for the 2026-27 fiscal year levy of annual assessments for the Sandpiper Point Landscape Maintenance District.

Contact: Oscar Alcantar, Interim Public Works Director (707) 648-4433 oscar.alcantar@cityofvallejo.net

Action: *adopted Resolution No. 26-037 N.C. (Abstained Due to Conflict of Interest: Matulac; Absent: Sorce).*

H. **ADOPT A RESOLUTION: 1) FINDING THE CITYWIDE CONCRETE GRINDING AND SHAVING PROJECT CATEGORICALLY EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301(C); 2) APPROVING THE PROJECT PLANS AND SPECIFICATIONS FOR THE PROJECT; 3) APPROVING AND AWARDING A CONSTRUCTION CONTRACT TO PRECISIONWORKS LLC DBA PRECISION CONCRETE CUTTING OF OAKLAND, CALIFORNIA, IN THE AMOUNT OF $111,500.00, AND REJECTING ALL OTHER BIDS; AND 4) AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH PRECISIONWORKS LLC DBA PRECISION CONCRETE CUTTING AS THE LOWEST RESPONSIVE AND RESPONSIBILE BIDDER FOR THIS PROJECT**

Recommendation: Adopt a Resolution: 1) Finding the Citywide Concrete Grinding and Shaving Project categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15301(c); 2) Approving the project plans and specifications for the project; 3) Approving and awarding a construction contract to PrecisionWorks LLC dba Precision Concrete Cutting of Oakland, Calfiornia in the amount of $111,500, rejecting all other bids; and 4) Authorizing the City Manager to execute the contract with PrecisionWorks LLC dba Precision Concrete Cutting as the lowest responsive and responsible bidder for this project.

Contact: Oscar Alcantar, Interim Public Works Director (707) 648-4433 Oscar.Alcantar@cityofvallejo.net

Action: *adopted Resolution No. 25-038 N.C.*

I. **AUTHORIZE THE COUNCIL TO APPROVE A PROCLAMATION RECOGNIZING APRIL 2026 AS FAIR HOUSING MONTH**

Recommendation: Vallejo City Council to approve a proclamation recognizing April 2026 as Fair Housing Month

Contact: Erik Rzomp, Executive Assistant to Mayor Sorce (707) 648-4377
Erik.Rzomp@cityofvallejo.net

Action: *approved a proclamation recognizing April 2026 as Fair Housing Month.*

J. **ADOPT A RESOLUTION MAKING APPOINTMENTS TO THE BUILDING STANDARDS CODE APPEAL BOARD**

Recommendation:

Make five appointments to the Building Standards Code Appeal Board from the following disciplines, pursuant to VMC section 2.75.050:

1. Design Professional
2. Fire Protection Engineering Professional
3. Industrial Safety Professional
4. General Contractor
5. General Industry or Business Representative

Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net

Action: *adopted Resolution No. 26-039 N.C.*

K. **NOTICE OF INTENT TO AMEND THE FISCAL YEAR 2025-26 CAPITAL GRANTS AND CONTRIBUTION FUND #221 BUDGET TO RECEIVE AND EXPEND CALIFORNIA OCEAN PROTECTION COUNCIL (OPC) GRANT FUNDS IN THE AMOUNT OF $142,659.20 (STEP 1 OF 2)**

Recommendation: Notice of intent to amend the fiscal year 2025-26 Capital Grants and Contribution Fund #221 budget to receive and expend California Ocean Protection Council (OPC) funds in the amount of $142,659.20 (Step 1 of 2).

Contact: Kristin Pollot, AICP, Planning & Development Services Director, (707) 648-4326
kristin.pollot@cityofvallejo.net

Action: *provided Notice of Intent to amend the fiscal year 2025-26 Capital Grants and Contribution Fund #221 budget to receive and expend California Ocean Protection Council (OPC) funds in the amount of $142,659.20 (Step 1 of 2).*

L. **ADOPT A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE AN AMENDMENT TO AN AGREEMENT FOR LEGAL SERVICES WITH THE LAW FIRM OF ATKINSON, ANDELSON, LOYA, RUUD & ROMO FOR LITIGATION SERVICES**

Recommendation: Adopt a resolution authorizing the City Attorney to execute an amendment to a fee agreement with the law firm of Atkinson, Andelson, Loya, Ruud & Romo for litigation services in an amount not to exceed $750,000
Contact: Veronica A.F. Nebb, City Attorney (707) 648-4545
Veronica.Nebb@cityofvallejo.net
Action: *adopted Resolution No. 26-040 N.C.*

M. **ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE $151,000 IN MONSANTO FUNDS TO SUPPORT PERFORMANCE AUDIT SERVICES (STEP 2 OF 2)**

Recommendation:
Adopt a Resolution to amend the Fiscal Year FY 2025–2026 Budget and appropriate $151,000 from the Monsanto Fund to support audit services for a Risk Assessment and Internal Control Review of various City departments (Step 2 of 2).
Contact: Nalungo Conley, Assistant City Manager
Nalungo.Conley@cityofvallejo.net
Action: *adopted Resolution No. 26-041 N.C.*

N. **ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2025-2026 BUDGET IN THE AMOUNT OF $32,775.88 FROM THE MALLINCKRODT BANKRUPTCY FOR OPIOID TRAINING AND EDUCATION (STEP 2 OF 2)**

Recommendation: Amend the Fiscal Year 2025-2026 Budget by $32,775.88 in unrealized revenues from the Mallinckrodt Bankruptcy funding and amend expenditures for the same.
Contact: Jason Ackley, Assistant to the City Manager
jason.ackley@cityofvallejo.net
Action: *adopted Resolution No. 26-042 N.C.*

O. **AUTHORIZE THE COUNCIL TO APPROVE A PROCLAMATION RECOGNIZING APRIL 2026 AS ARTS, CULTURE, AND CREATIVITY MONTH**

Recommendation: Vallejo City Council to approve a proclamation recognizing April 2026 as Arts, Culture, and Creativity Month.
Contact: Erik Rzomp, Executive Assistant to Mayor Sorce (707) 648-4377
Erik.Rzomp@cityofvallejo.net
Action: *approved a proclamation recognizing April 2026 as Arts, Culture, and Creativity Month*

9. ACTION CALENDAR

A. **ADOPT A RESOLUTION MAKING APPOINTMENTS TO VARIOUS CITY BOARDS AND COMMISSIONS**

Recommendation: Adopt a resolution making the following appointments:

- Architectural Heritage & Landmarks Commission (AHLC): 2 vacancies
- Code Enforcement Appeals Board (CEAB): 1 vacancy
- Housing & Community Development Commission (HCDC): 1 vacancy

- Participatory Budgeting & Steering Committee (PBSC): 5 member and 3 alternate vacancies

Contact: Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net

By acclimation the City Council appointed applicants to the AHLC and PBSC and went through a nomination process for appointments to the CEAB and HCDC. Due to a tie in the nomination of an applicant to fill the one vacancy to HCDC, the appointment was continued to the next regular Council meeting.

Action: *moved by Councilmember Bregenzer and carried unanimously by members present adopt Resolution No. 26-043 N.C., a resolution making the following appointments (Absent: Mayor Sorce):*

AHLC: Carissa Weintraub for a term to expire 12/31/26
CEAB: Yashica Simpson for a term to expire 12/31/29
PBSC: Trevor Keavney and Felicia King as members for terms to expire 6/30/27.

B. **ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304**

Recommendation: Adopt a resolution approving a draft Memorandum of Understanding (MOU) between the City of Vallejo (City) and Scotts Valley Band of Pomo Indians (Tribe) for temporary City Services for temporary Tribal development, authorize the City Manager to execute same, and finding such actions exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15303 and 15304.

Contact: Gillian Haen, Assistant City Manager (707) 648-4163
Gillian.Haen@cityofvallejo.net

Assistant City Manager Haen shared a map rendering of the site location, provided background information, shared proposed temporary project details, MOU impact analysis and mitigations and terms, discussed benefits and risks of the project, reviewed public comments received, provided an update on litigation associated with the project, outlined next steps and CEQA, and concluded the presentation with staff recommendation.

Speakers: Jermaine Dowdell, Shawn Davis (Chairman, Scotts Valley Band of Pomo Indians), Jesse Gonzalez, Galvan Ruben, Kayla Gomez, Errick Thompson, Bill Dodd, Andy Mejia (Chairman, Lytton Rancheria), David Proud, Phil Recht (attorney representing Lytton Rancheria), Crista Ray (Secretary, Scotts Valley Band of Pomo Indians), Josette Lacey, Ieland Kinter, Gabe Ray,

Paricia Frankin, Matt Adams, Anthony Roberts (Chairman, Yocha Dehe Wintun Nation), Mia Durham, Miguel Gonzalez (Scotts Valley Band of Pomo Indians), Liat Meitzenheimer (NAACP), Michael Pimentelli, Cris Villanuva, Leslie Janik, Dominic Arnold, Greg Lee (Chair, RMC, Inc.), Patrick Bergan (attorney representing Scotts Valley Band of Pomo Indians), Jackie Van Hess, Roelle Azevedo, Rebekah Truemper, Virginia Wuellner Ward, Anne Carr, Kirk Smith, and Karol Heppe.

The meeting recessed at 10:03 p.m. and reconvened at 10:17 p.m.

Mr. Bergan (representing Scotts Valley Band of Pomo Indians) and staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *moved by Councilmember Bregenzer to adopt a resolution approving a draft Memorandum of Understanding (MOU) between the City of Vallejo (City) and Scotts Valley Band of Pomo Indians (Tribe) for temporary City Services for temporary Tribal development, authorize the City Manager to execute same, and finding such actions exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15303 and 15304 and to direct staff to conduct community engagement on the larger project.*

On an amended motion offered by Councilmember Palmares, *to adopt a resolution approving a draft Memorandum of Understanding (MOU) between the City of Vallejo (City) and Scotts Valley Band of Pomo Indians (Tribe) for temporary City Services for temporary Tribal development, authorize the City Manager to execute same, and finding such actions exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15303 and 15304, and to direct staff to conduct community engagement on the larger project, bring the $100,000 yearly community benefit payments to City Council for direction and community engagement, include a 15% local hire requirement for the temporary project, and report back annually, and contribute to the clean up and/or restoration of the White Slough area.*

On an alternate motion offered by Councilmember Matias, *and failed, directed staff to re-engage with the Tribe to work on concerns raised this evening and return to Council within 30 days (Ayes: Lediju and Matias; Noes: Bregenzer, Gordon, Matulac and Palmares; Absent: Sorce).*

Since the alternate motion failed, ***Council returned to the amended motion*** *offered by Councilmember Palmares and accepted by Councilmember Bregenzer (maker of the main motion), and carried to adopt Resolution No. 26-044 N.C., a resolution approving a draft Memorandum of Understanding (MOU) between the City of Vallejo (City) and Scotts Valley Band of Pomo Indians (Tribe) for temporary City Services for temporary Tribal development, authorize the City Manager to execute same, and finding such actions exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15303 and 15304 and to direct staff to conduct community engagement on the larger project, bring the $100,000 yearly community benefit payments to City Council for direction and community engagement, include a*

15% local hire requirement for the temporary project and report back annually, and contribute to the clean up and/or restoration of the White Slough area (Ayes: Bregenzer, Gordon, Matulac, and Palmares; Noes: Lediju and Matias; Absent: Sorce).

C. **DISCUSSION REGARDING COUNCIL TEAM BUILDING AND GOAL SETTING AND SELECTION OF DATES**

Recommendation: Select dates for the 2026 City Council Team Building and Goal Setting workshops with consideration of the consultants' current availability**.**

Contact: Andrew Murray, City Manager (707) 648-4576
Andrew.Murray@cityofvallejo.net

Executive Assistant to the City Manager Wilson provided an overview of the staff report and requested Council consensus on proposed dates to hold the Council Team Building and Goal Setting.

Speakers: Liat Metzeinheimer.

Staff responded to questions from Councilmembers. Councilmembers provided comment.

Action: *moved by Councilmember Bregenzer and carried unanimously by members present to schedule a Council goal-setting session for Saturday, June 6, pending the consultant's availability, with an alternative Saturday date to be determined by the consultant; to expand the session time from 9:00 a.m. to 5:00–6:00 p.m.; and to rely on the consultant to structure the day, including team-building and goal-setting components, based on data collected by the consultant (Absent: Sorce).*

10. INFORMATION CALENDAR – None.

11. CITY MANAGER'S REPORT – None.

12. CITY ATTORNEY'S REPORT – None.

13. COMMUNITY FORUM
Speakers: Tony Stewart

14. REQUEST & ACTIONS FOR FUTURE AGENDA ITEMS OR SPECIAL PROJECTS – None.

15. REPORT OF THE PRESIDING OFFICER AND MEMBERS OF THE CITY COUNCIL

Councilmembers reported on various community events and meetings attended.

16. ADJOURNMENT

The meeting adjourned at 11:46 p.m.

_____

ANDREA SORCE, MAYOR

ATTEST:

_____

DAWN G. ABRAHAMSON, CITY CLERK

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Nalungo Conley, Acting Finance Director
SUBJECT: **PAYMENT OF CLAIMS: FEBRUARY 2026**

RECOMMENDATION
Ratify the payment of claims for the period of February 1, 2026, through February 28, 2026.

REASONS FOR RECOMMENDATION
Required pursuant to Vallejo Municipal Code section 2.02.360, the Finance Director has submitted Check Register(s) showing the payment of claims for the month above, for ratification by the City Council.

BACKGROUND AND DISCUSSION
Vallejo Municipal Code Section 2.02.360 requires that check registers shall be ratified by the City Council at a regular City Council meeting. The attachments that are accompanying the consent item are as follows:

- **AP Check Register (by Fund)** – A report generated by the City of Vallejo Accounts Payable system that displays the vendor payments made, listed by check date and sorted by fund.
- **Vendor Expenditures by Check Date (by Vendor) –** A report generated by the City of Vallejo Accounts Payable system that displays the vendor payments made, listed by check date and sorted by vendor.
- **GL - Checks Issued -** A report generated by Sedgwick Claim Management (city's Third-Party Administrator) that lists all General Liability (GL) claim payments. These payments exclude any claim payments in excess of the City's self-insured retention (SIR) of $1.0M, with an additional $1.0M corridor deductible per claim.
- **WC - Checks Issued -** A report generated by LWP Claims Solutions (city's Third-Party Administrator) that lists all Workers Compensation (WC) claim payments. These payments exclude payments in excess of the City's self-insured retention (SIR) of $500K per claim.
- **Affidavit of Finance Director –** This is an affidavit signed by the Finance Director confirming that all check payments by date for the month are correct as reported on both the AP Check Register report and the Vendor Expenditures by Check Date.

FISCAL IMPACT
The claims enumerated on the attached Accounts Payable Check Register total $8,431,871.71 for the time period of February 1, 2026, through February 28, 2026. Workers' Comp Claims total $172,327.75 and General Liability claims total $258,237.34 for the same period.

ENVIRONMENTAL REVIEW
This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably

foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	AP Check Register February 2026
2.	Vendor Expenditure By Check Date February 2026
3.	WC Feb 2026 Checks Issued
4.	GL Feb 2026 Checks Issued
5.	Affidavit of Finance Director _ February 2026

CONTACT

Nalungo Conley, Acting Finance Director (707) 648-4301
nalungo.conley@cityofvallejo.net

City of Vallejo

VAAP355C AP Council Expenditures

Check Date: Feb 5, 2026

Selected Criteria: Bank(s) 00

Report Generated on Feb 5, 2026 11:22:14 AM

Fund	Check Number	GL Account	Object Desc	Vendor	Vendor Name	Bank ID	Check Date	Amount
General Fund	00838525	0012405-5015024	OTHER SERVICES	102101	ADVANCE CRIME SCENE RESTORATIO	00	02/05/2026	$450.00
General Fund	00838528	0011901-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$7.40
General Fund	00838528	0012301-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$100.59
General Fund	00838528	0012302-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$271.69
General Fund	00838528	0012302-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$290.00
General Fund	00838528	0012302-5014022	CLEANING SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	($18.82)
General Fund	00838528	0012304-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$131.09
General Fund	00838528	0012415-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$53.50
General Fund	00838528	0012601-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$110.30
General Fund	00838528	0012602-5014013	GENERAL R/M SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$47.77
General Fund	00838530	0011601-5006001	OTHER PROFESSIONAL SERV	9208856	ANGAD GANGAPURAM	00	02/05/2026	$282.78
General Fund	00838531	0011901-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/05/2026	$338.16
General Fund	00838532	0011901-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/05/2026	$315.67
General Fund	00838533	0012502-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/05/2026	$322.25
General Fund	00838534	0012502-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/05/2026	$456.98
General Fund	00838535	0012301-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/05/2026	$1,231.54
General Fund	00838538	0012602-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/05/2026	$8,117.09
General Fund	00838539	0012301-5006001	OTHER PROFESSIONAL SERV	104691	BADGE FRAME INC.	00	02/05/2026	$45.00
General Fund	00838541	0012302-5015004	EQUIPMENT R/M SERVICES	854	BAUER COMPRESSORS	00	02/05/2026	$1,274.99
General Fund	00838543	0012302-5014020	OTHER SUPPLIES	104424	BIG CREEK LUMBER	00	02/05/2026	$36.37
General Fund	00838545	0012604-5014005	CLOTHING & UNIFORMS	103262	BOOT BARN INC	00	02/05/2026	$290.04
General Fund	00838545	0012606-5014005	CLOTHING & UNIFORMS	103262	BOOT BARN INC	00	02/05/2026	$270.38
General Fund	00838546	0012306-5014012	MEDICAL SUPPLIES	3938	BOUND TREE MEDICAL, LLC	00	02/05/2026	$1,327.71
General Fund	00838547	0012405-5014020	OTHER SUPPLIES	9208253	BRADLEY PHILLIPS	00	02/05/2026	$65.55
General Fund	00838549	0012606-5014013	GENERAL R/M SUPPLIES	103370	CAPITOL BARRICADE, INC.	00	02/05/2026	$6,080.75
General Fund	00838553	0012301-5008001	TRAINING & CONFERENCES	102358	CITY OF STOCKTON	00	02/05/2026	$500.00
General Fund	00838554	0012302-5014019	OTHER R/M SUPPLIES	104917	COAST FIRE EQUIPMENT, INC.	00	02/05/2026	$1,540.00
General Fund	00838555	0012306-5014012	MEDICAL SUPPLIES	2262	COMPLETE WELDER SUPPLY, INC.	00	02/05/2026	$205.66
General Fund	00838563	0012405-5015004	EQUIPMENT R/M SERVICES	2784	ESTES COMMERCIAL REFRIGERATION	00	02/05/2026	$480.00
General Fund	00838564	0012507-5006001	OTHER PROFESSIONAL SERV	104416	FAIRFIELD-SUISUN SEWER DISTRIC	00	02/05/2026	$86,353.43
General Fund	00838566	0012301-5015024	OTHER SERVICES	102333	FASTSIGNS-AMERICAN CANYON	00	02/05/2026	$309.83
General Fund	00838570	0012301-5016002	TELECOMMUNICATIONS	9208643	GARY ANTUNANO JR.	00	02/05/2026	$180.00
General Fund	00838573	0012602-5014013	GENERAL R/M SUPPLIES	1438	HALLS SAFE LOCK & ALARM CO	00	02/05/2026	$234.52
General Fund	00838573	0012610-5014014	BUILDING MATERIALS	1438	HALLS SAFE LOCK & ALARM CO	00	02/05/2026	$437.00
General Fund	00838574	0011601-5006001	OTHER PROFESSIONAL SERV	9208865	HAMPTON JACKSON	00	02/05/2026	$26.32
General Fund	00838576	0012302-5014019	OTHER R/M SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/05/2026	$71.84
General Fund	00838579	0011101-5014001	OFFICE SUPPLIES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$36.00
General Fund	00838579	0011301-5024001	MACHINERY & EQUIP RENTAL	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$36.00
General Fund	00838579	0011401-5015004	EQUIPMENT R/M SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$54.00
General Fund	00838579	0011601-5024001	MACHINERY & EQUIP RENTAL	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$12.00
General Fund	00838579	0011701-5015004	EQUIPMENT R/M SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$36.00
General Fund	00838579	0011801-5014001	OFFICE SUPPLIES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$102.00
General Fund	00838579	0011901-5015004	EQUIPMENT R/M SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$149.18
General Fund	00838579	0012301-5024001	MACHINERY & EQUIP RENTAL	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$288.00
General Fund	00838579	0012401-5014001	OFFICE SUPPLIES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$162.00
General Fund	00838579	0012502-5014001	OFFICE SUPPLIES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$60.00
General Fund	00838579	0012601-5014001	OFFICE SUPPLIES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$54.00
General Fund	00838579	0012606-5016002	TELECOMMUNICATIONS	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$54.00
General Fund	00838581	0012301-5016001	GAS & ELECTRICITY	1292	ISLAND ENERGY	00	02/05/2026	$4,143.27
General Fund	00838583	0012401-5008001	TRAINING & CONFERENCES	9207721	KELLY NEWMAN	00	02/05/2026	$41.00
General Fund	00838584	0012301-5016002	TELECOMMUNICATIONS	9208043	KEVIN BROWN	00	02/05/2026	$60.00
General Fund	00838585	0012301-5015001	CLEANING & JANITORIAL	104681	KLEEN TECH SERVICES LLC	00	02/05/2026	$661.00
General Fund	00838587	0012301-5014005	CLOTHING & UNIFORMS	859	L.N.CURTIS & SONS	00	02/05/2026	$1,980.32
General Fund	00838587	0012304-5008010	FIRE ACADEMY	859	L.N.CURTIS & SONS	00	02/05/2026	$53,387.29
General Fund	00838588	0011401-5014001	OFFICE SUPPLIES	104820	LAUTZENHISER'S STATIONERY LLC	00	02/05/2026	$310.30
General Fund	00838593	0012602-5014013	GENERAL R/M SUPPLIES	420	LIPPINCOTT SUPPLY CO INC	00	02/05/2026	$49.88
General Fund	00838597	0011301-5007003	PRINTING & BINDING	1428	MINUTEMAN PRESS	00	02/05/2026	$79.79
General Fund	00838597	0012301-5015024	OTHER SERVICES	1428	MINUTEMAN PRESS	00	02/05/2026	$33.38
General Fund	00838597	0012303-5007003	PRINTING & BINDING	1428	MINUTEMAN PRESS	00	02/05/2026	$172.93
General Fund	00838597	0012502-5014001	OFFICE SUPPLIES	1428	MINUTEMAN PRESS	00	02/05/2026	$36.04
General Fund	00838604	0011701-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/05/2026	$120.49
General Fund	00838606	0012301-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/05/2026	$15,766.83
General Fund	00838610	0012302-5015024	OTHER SERVICES	104915	PYE-BARKER FIRE & SAFETY LLC	00	02/05/2026	$83.99
General Fund	00838614	0012301-5014005	CLOTHING & UNIFORMS	1007	REEVES COMPANY,INC.	00	02/05/2026	$72.80
General Fund	00838619	0011301-5006001	OTHER PROFESSIONAL SERV	9208641	SHELEE K LOUGHMILLER	00	02/05/2026	$180.56
General Fund	00838623	0012306-5014012	MEDICAL SUPPLIES	2912	STERICYCLE, INC.	00	02/05/2026	$179.96
General Fund	00838625	0012405-5015079	TECHNICAL SERVICES	101368	T-MOBILE USA	00	02/05/2026	$200.00
General Fund	00838626	0011301-5006001	OTHER PROFESSIONAL SERV	104897	THE ROOSEVELT GROUP LLC	00	02/05/2026	$70,000.00
General Fund	00838631	0012602-5014013	GENERAL R/M SUPPLIES	102814	W W GRAINGER INC.	00	02/05/2026	$1,770.65
General Fund	00838633	0012002-5006001	OTHER PROFESSIONAL SERV	103447	WATTS, COHN AND PARTNERS, INC.	00	02/05/2026	$8,500.00
General Fund	00838635	0012002-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/05/2026	$69.35
General Fund	00838636	0011701-5015004	EQUIPMENT R/M SERVICES	102829	XEROX CORPORATION	00	02/05/2026	$258.78
General Fund	00838637	0011701-5015004	EQUIPMENT R/M SERVICES	102829	XEROX CORPORATION	00	02/05/2026	$267.66
General Fund Total								**$271,706.83**
General Fund Measure B	00838552	0032401-5008011	TRAINING-POLICE ACADEMY	949	CITY OF BENICIA	00	02/05/2026	$275.00
General Fund Measure B	00838558	0032301-5008001	TRAINING & CONFERENCES	101246	DEPT OF FORESTRY & FIRE PROTEC	00	02/05/2026	$825.00
General Fund Measure B	00838577	0031301-5021022	CITY ANIMAL CENTER SVCS	900	HUMANE SOCIETY OF THE NORTH BA	00	02/05/2026	$31,423.00
General Fund Measure B	00838587	0032301-5014005	CLOTHING & UNIFORMS	859	L.N.CURTIS & SONS	00	02/05/2026	$2,824.17
General Fund Measure B	00838587	0032401-5014005	CLOTHING & UNIFORMS	859	L.N.CURTIS & SONS	00	02/05/2026	$1,000.00
General Fund Measure B	00838620	0031301-5021058	COUNTY ANIMAL CONTROL SVC	1204	SOLANO COUNTY SHERIFF'S OFFICE	00	02/05/2026	$70,391.00
General Fund Measure B Total								**$106,738.17**
Home Cfda #14.239	00838575	1022101-5040065	SECURITY DEPOSITS	104319	HARBOR PARK APARTMENTS, LP	00	02/05/2026	$1,807.00
Home Cfda #14.239	00838594	1022101-5040065	SECURITY DEPOSITS	104451	LODESTAR PROPERTIES, INC.	00	02/05/2026	$411.00
Home Cfda #14.239	00838612	1022101-5040065	SECURITY DEPOSITS	104828	RCA CALIFORNIA LLC	00	02/05/2026	$2,075.00
Home Cfda #14.239 Total								**$4,293.00**
Mare Island Cfd 2002-1	00838528	1122615-5014019	OTHER R/M SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$79.75
Mare Island Cfd 2002-1	00838559	1122615-5016002	TELECOMMUNICATIONS	100458	DIRECT LINE TELE RESPONSE	00	02/05/2026	$224.40
Mare Island Cfd 2002-1	00838572	1122616-5015005	GROUNDS R/M SERVICES	103877	GREEN VALLEY ALOHA SAW AND MOW	00	02/05/2026	$2,153.89

Mare Island Cfd 2002-1	00838579	1122615-5014019	OTHER R/M SUPPLIES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$12.00
Mare Island Cfd 2002-1	00838602	1122616-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$400.00
Mare Island Cfd 2002-1 Total								**$2,870.04**
Mare Is 2005 1A Cfd Servc	00838602	1133302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$7,580.00
Mare Is 2005 1A Cfd Servc Total								**$7,580.00**
Housing Admin Cfda#14.871	00838526	1212201-5006001	OTHER PROFESSIONAL SERV	104561	ALLECCA	00	02/05/2026	$6,364.00
Housing Admin Cfda#14.871	00838538	1212201-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/05/2026	$238.80
Housing Admin Cfda#14.871	00838579	1212201-5014001	OFFICE SUPPLIES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$66.00
Housing Admin Cfda#14.871	00838585	1212201-5015001	CLEANING & JANITORIAL	104681	KLEEN TECH SERVICES LLC	00	02/05/2026	$1,462.00
Housing Admin Cfda#14.871	00838600	1212201-5006001	OTHER PROFESSIONAL SERV	100363	NATIONAL CREDIT REPORTING	00	02/05/2026	$285.70
Housing Admin Cfda#14.871 Total								**$8,416.50**
Outside Funded Services	00838622	129-2079055	BLUEWAVE EXPRESS CARWASH PROJE	103092	STANTEC CONSULTING SERVICES IN	00	02/05/2026	$6,856.00
Outside Funded Services Total								**$6,856.00**
State Gas Tax	00838536	1332608-5014013	GENERAL R/M SUPPLIES	101956	ATHENS TECHNICAL SPECIALIST, I	00	02/05/2026	$30.00
State Gas Tax	00838543	1332603-5014007	ELECTRICAL SUPPLIES	104424	BIG CREEK LUMBER	00	02/05/2026	$359.92
State Gas Tax	00838549	1332608-5014013	GENERAL R/M SUPPLIES	103370	CAPITOL BARRICADE, INC.	00	02/05/2026	$3,883.84
State Gas Tax	00838557	1332607-5016001	GAS & ELECTRICITY	3145	DEPARTMENT OF TRANSPORTATION	00	02/05/2026	$35,333.57
State Gas Tax	00838576	1332607-5014007	ELECTRICAL SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/05/2026	($15.41)
State Gas Tax	00838609	1332607-5014007	ELECTRICAL SUPPLIES	102573	PLATT ELECTRIC SUPPLY	00	02/05/2026	$1,366.73
State Gas Tax Total								**$40,958.65**
Solid Waste Disposal	00838571	1352505-5006001	OTHER PROFESSIONAL SERV	104144	GIRL SCOUTS OF NORTHERN CALIFO	00	02/05/2026	$800.00
Solid Waste Disposal	00838586	1352505-7032066	CALRECYCLE	104880	CONNOISSEUR MEDIA HOLDCO, INC.	00	02/05/2026	$3,110.00
Solid Waste Disposal	00838599	1352505-5010001	PUBLICITY & ADVERTISING	103620	MOTOR VEHICLE NETWORK	00	02/05/2026	$617.50
Solid Waste Disposal	00838599	1352505-7032058	USED OIL BLOCK GRANT	103620	MOTOR VEHICLE NETWORK	00	02/05/2026	$617.50
Solid Waste Disposal	00838599	1352505-7032066	CALRECYCLE	103620	MOTOR VEHICLE NETWORK	00	02/05/2026	$617.50
Solid Waste Disposal	00838616	1352505-5010001	PUBLICITY & ADVERTISING	100439	ROSS CAMPBELL INC.	00	02/05/2026	$3,250.00
Solid Waste Disposal	00838616	1352505-7032066	CALRECYCLE	100439	ROSS CAMPBELL INC.	00	02/05/2026	$1,750.00
Solid Waste Disposal	00838634	1352505-5006001	OTHER PROFESSIONAL SERV	104135	WOTHA DABORA	00	02/05/2026	$1,200.00
Solid Waste Disposal	00838634	1352505-5014024	BEAUTIFICATION	104135	WOTHA DABORA	00	02/05/2026	$800.00
Solid Waste Disposal Total								**$12,762.50**
Justice Assistance Grant	00838630	1492401-7015024	OTHER SERVICES	102355	VIRTRA SYSTEMS	00	02/05/2026	$55,947.84
Justice Assistance Grant Total								**$55,947.84**
Landscape Maint Dist-Adm	00838533	1613302-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/05/2026	$146.00
Landscape Maint Dist-Adm	00838545	1613302-5014005	CLOTHING & UNIFORMS	103262	BOOT BARN INC	00	02/05/2026	$253.59
Landscape Maint Dist-Adm Total								**$399.59**
So Vallejo Business Park	00838576	1623302-5015039	R/M REHABILITATION	752	HOME DEPOT CREDIT SERVICES	00	02/05/2026	$113.12
So Vallejo Business Park Total								**$113.12**
Sandpiper Point Lmd	00838602	1633302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$1,518.00
Sandpiper Point Lmd Total								**$1,518.00**
Town & Country Lmd	00838602	1653302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$1,120.00
Town & Country Lmd Total								**$1,120.00**
Carriage Oaks Lmd	00838602	1703302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$500.00
Carriage Oaks Lmd Total								**$500.00**
Cimarron Hill/Madigan Lmd	00838602	1713302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$4,363.00
Cimarron Hill/Madigan Lmd Total								**$4,363.00**
Flem Hill/Springtree Lmd	00838602	1723302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$2,220.00
Flem Hill/Springtree Lmd Total								**$2,220.00**
College Hills Lmd	00838602	1753302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$1,056.00
College Hills Lmd Total								**$1,056.00**
Town & Country Ii Lmd	00838602	1843302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$650.00
Town & Country Ii Lmd Total								**$650.00**
Glen Cove Iii Lmd	00838561	1853302-5015039	R/M REHABILITATION	3360	E Z TREE INC	00	02/05/2026	$733.00
Glen Cove Iii Lmd Total								**$733.00**
Marine World Lmd	00838602	1863302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$2,035.00
Marine World Lmd Total								**$2,035.00**
Marin View Lmd	00838602	1873302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/05/2026	$508.00
Marin View Lmd Total								**$508.00**
Navigation Center	00838567	191-5006044	OPERATIONS MANAGEMENT	104858	FIVE KEYS SCHOOLS AND PROGRAMS	00	02/05/2026	$360,377.91
Navigation Center Total								**$360,377.91**
PLANNING & DEVELOPMENT SERVIC	00838528	1931502-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$18.54
PLANNING & DEVELOPMENT SERVIC	00838579	1931501-5007003	PRINTING & BINDING	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$79.57
PLANNING & DEVELOPMENT SERVIC	00838579	1931507-5014001	OFFICE SUPPLIES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$48.00
PLANNING & DEVELOPMENT SERVIC	00838596	1931503-4036013	CODE VIOLATION FEE-OWNERS	T000167	MICHAEL MUNGUIA	00	02/05/2026	$386.00
PLANNING & DEVELOPMENT SERVIC	00838608	1931503-4036013	CODE VIOLATION FEE-OWNERS	T000168	PLACER TITLE COMPANY	00	02/05/2026	$1,558.85
PLANNING & DEVELOPMENT SERVIC	00838628	1931502-5010001	PUBLICITY & ADVERTISING	1472	VALLEJO TIMES HERALD	00	02/05/2026	$327.22
PLANNING & DEVELOPMENT SERVIC Total								**$2,418.18**
Multi Year Programs	00838528	1941901-7031003	COMPUTER EQUIPMENT	103767	AMAZON CAPITAL SERVICES, INC.	00	02/05/2026	$310.55
Multi Year Programs	00838538	1942502-7006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/05/2026	$17,048.60
Multi Year Programs	00838551	1941401-7031003	COMPUTER EQUIPMENT	100212	CDWG INC.	00	02/05/2026	$297.32
Multi Year Programs	00838551	1941901-7031003	COMPUTER EQUIPMENT	100212	CDWG INC.	00	02/05/2026	$248.39
Multi Year Programs	00838551	1942002-7031003	COMPUTER EQUIPMENT	100212	CDWG INC.	00	02/05/2026	$1,908.55
Multi Year Programs	00838618	1941901-7007004	SOFTWARE PROGRAMS	104914	AGREEYA SOLUTIONS INC	00	02/05/2026	$5,857.50
Multi Year Programs Total								**$25,670.91**
Capital Outlay Fund	00838548	2012602-7034001	SITE IMPROVEMENTS	1208	CALIFORNIA GLASS OF VALLEJO	00	02/05/2026	$2,572.50
Capital Outlay Fund	00838551	2011702-7031003	COMPUTER EQUIPMENT	100212	CDWG INC.	00	02/05/2026	$1,019.63
Capital Outlay Fund	00838560	201-2030000	RETENTIONS PAYABLE	104824	DUTCH CONTRACTING INC	00	02/05/2026	($158.23)
Capital Outlay Fund	00838560	2012502-7034001	SITE IMPROVEMENTS	104824	DUTCH CONTRACTING INC	00	02/05/2026	$3,164.62
Capital Outlay Fund	00838611	2012602-7034001	SITE IMPROVEMENTS	102508	R&S ERECTION OF VALLEJO, INC	00	02/05/2026	$5,900.38
Capital Outlay Fund	00838613	2012602-7015003	BUILDING R & M SERVICES	80	RECOLOGY VALLEJO	00	02/05/2026	$1,150.24
Capital Outlay Fund	00838621	2012082-8006001	OTHER PROFESSIONAL SERV	1395	SOLANO EDC	00	02/05/2026	$221.00
Capital Outlay Fund	00838624	2012604-7034001	SITE IMPROVEMENTS	104422	VULCAN MATERIALS CO - WESTERN	00	02/05/2026	$5,780.54
Capital Outlay Fund	00838627	2012602-7034001	SITE IMPROVEMENTS	3608	UNITED RENTALS (NORTH AMERICA)	00	02/05/2026	$4,807.37
Capital Outlay Fund Total								**$24,458.05**
Traffic Congestion Relief	00838572	2192604-7034001	SITE IMPROVEMENTS	103877	GREEN VALLEY ALOHA SAW AND MOW	00	02/05/2026	$1,067.45
Traffic Congestion Relief	00838582	2192604-7034001	SITE IMPROVEMENTS	1554	JOHNNY ON THE SPOT	00	02/05/2026	$198.02
Traffic Congestion Relief	00838627	2192604-7034001	SITE IMPROVEMENTS	3608	UNITED RENTALS (NORTH AMERICA)	00	02/05/2026	$1,227.75
Traffic Congestion Relief	00838638	2192502-7034001	SITE IMPROVEMENTS	3249	ZUMAR INDUSTRIES INC	00	02/05/2026	$7,564.13
Traffic Congestion Relief Total								**$10,057.35**
Capital Grant & Contribtn	00838560	221-2030000	RETENTIONS PAYABLE	104824	DUTCH CONTRACTING INC	00	02/05/2026	($1,221.29)
Capital Grant & Contribtn	00838560	2212502-7034001	SITE IMPROVEMENTS	104824	DUTCH CONTRACTING INC	00	02/05/2026	$24,425.78
Capital Grant & Contribtn	00838569	2212401-7015086	SERVICES/SUBSCRIPTION	104270	FLOCK SAFETY	00	02/05/2026	$210,000.00
Capital Grant & Contribtn Total								**$233,204.49**
Road Maint/Rehab Act Fund	00838598	2262502-7034001	SITE IMPROVEMENTS	104768	MONTROY SUPPLY COMPANY INC.	00	02/05/2026	$24,087.08
Road Maint/Rehab Act Fund Total								**$24,087.08**

MEASURE P	00838589	2282502-7034001	SITE IMPROVEMENTS	104848	LEGACY MODULAR BUILDINGS INC	00	02/05/2026	$99,975.00
MEASURE P Total								**$99,975.00**
Water	00838527	4012704-5015013	LABORATORY SERVICES	103503	ALPHA ANALYTICAL LABORATORIES,	00	02/05/2026	$5,552.00
Water	00838529	4012707-5016001	GAS & ELECTRICITY	1537	AMERIGAS	00	02/05/2026	$887.32
Water	00838537	4012709-5009001	DUES & PUBLICATIONS	1355	AWWA	00	02/05/2026	$1,060.00
Water	00838538	4012709-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/05/2026	$4,970.04
Water	00838542	401-1040802	MISC SUPPLIES	711	BAVCO	00	02/05/2026	$17,965.43
Water	00838544	4012709-5014023	SAFETY TRAINING SUPPLIES	103262	BOOT BARN INC	00	02/05/2026	$277.97
Water	00838550	4012709-5006001	OTHER PROFESSIONAL SERV	285	CAROLLO ENGINEERS, INC	00	02/05/2026	$6,755.00
Water	00838556	4012713-5014013	GENERAL R/M SUPPLIES	102194	CORE & MAIN LP	00	02/05/2026	$105.54
Water	00838565	4012708-5015024	OTHER SERVICES	100965	FAST RESPONSE ON-SITE TESTING,	00	02/05/2026	$2,689.65
Water	00838565	4012709-5015024	OTHER SERVICES	100965	FAST RESPONSE ON-SITE TESTING,	00	02/05/2026	$1,310.35
Water	00838576	4012710-5014013	GENERAL R/M SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/05/2026	$668.67
Water	00838578	4011705-5007002	POSTAGE & MAILING	104518	INFOSEND, INC.	00	02/05/2026	$15,018.07
Water	00838579	4011705-5015004	EQUIPMENT R/M SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$66.00
Water	00838579	4012701-5015024	OTHER SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$78.00
Water	00838579	4012704-5015024	OTHER SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$30.00
Water	00838579	4012708-5015024	OTHER SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$54.00
Water	00838579	4012709-5015024	OTHER SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$18.00
Water	00838579	4012710-5015024	OTHER SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$12.00
Water	00838579	4012711-5015024	OTHER SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$18.00
Water	00838582	4012710-5015024	OTHER SERVICES	1554	JOHNNY ON THE SPOT	00	02/05/2026	$409.69
Water	00838592	4012709-5014011	CHEMICAL SUPPLIES	100987	LINDE INC	00	02/05/2026	$42,180.90
Water	00838605	4012705-5015024	OTHER SERVICES	104550	OWEN EQUIPMENT SALES	00	02/05/2026	$162.50
Water	00838606	4012709-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/05/2026	$73.14
Water	00838607	4012712-5014013	GENERAL R/M SUPPLIES	101478	PACIFIC HIGHWAY RENTALS LLC	00	02/05/2026	$972.33
Water	00838615	4012704-5015013	LABORATORY SERVICES	104291	RIGHT WEIGH SCALE LLC	00	02/05/2026	$172.00
Water	00838624	4012710-5014013	GENERAL R/M SUPPLIES	104422	VULCAN MATERIALS CO - WESTERN	00	02/05/2026	$945.90
Water	00838629	4012710-5014005	CLOTHING & UNIFORMS	632	VICTORY STORES INC	00	02/05/2026	$300.00
Water	00838632	4012704-5008001	TRAINING & CONFERENCES	103504	WATERWISEPRO TRAINING	00	02/05/2026	$488.50
Water	00838632	4012708-5008001	TRAINING & CONFERENCES	103504	WATERWISEPRO TRAINING	00	02/05/2026	$2,931.00
Water	00838632	4012709-5008001	TRAINING & CONFERENCES	103504	WATERWISEPRO TRAINING	00	02/05/2026	$3,419.50
Water	00838632	4012710-5008001	TRAINING & CONFERENCES	103504	WATERWISEPRO TRAINING	00	02/05/2026	$2,931.00
Water Total								**$112,522.50**
Travis Water Operating	00838527	4022704-5015013	LABORATORY SERVICES	103503	ALPHA ANALYTICAL LABORATORIES,	00	02/05/2026	$4,094.00
Travis Water Operating	00838579	4022709-5015024	OTHER SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$36.00
Travis Water Operating	00838606	4022707-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/05/2026	$1,627.81
Travis Water Operating	00838615	4022704-5015013	LABORATORY SERVICES	104291	RIGHT WEIGH SCALE LLC	00	02/05/2026	$171.00
Travis Water Operating Total								**$5,928.81**
Green Valley/Curry Lakes	00838527	4032704-5015013	LABORATORY SERVICES	103503	ALPHA ANALYTICAL LABORATORIES,	00	02/05/2026	$3,929.00
Green Valley/Curry Lakes	00838579	4032709-5015024	OTHER SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$18.00
Green Valley/Curry Lakes	00838582	4032705-5015024	OTHER SERVICES	1554	JOHNNY ON THE SPOT	00	02/05/2026	$202.03
Green Valley/Curry Lakes	00838582	4032708-5015024	OTHER SERVICES	1554	JOHNNY ON THE SPOT	00	02/05/2026	$161.63
Green Valley/Curry Lakes	00838606	4032705-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/05/2026	$127.47
Green Valley/Curry Lakes	00838606	4032707-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/05/2026	$1,132.29
Green Valley/Curry Lakes	00838615	4032704-5015013	LABORATORY SERVICES	104291	RIGHT WEIGH SCALE LLC	00	02/05/2026	$172.00
Green Valley/Curry Lakes Total								**$5,742.42**
Water Fac Tax/Connect Fee	00838540	4042715-7043089	METER REPLACEMENT PROGRAM	103505	BADGER METER INC.	00	02/05/2026	$120,818.51
Water Fac Tax/Connect Fee	00838551	4042715-7031003	COMPUTER EQUIPMENT	100212	CDWG INC.	00	02/05/2026	$4,221.33
Water Fac Tax/Connect Fee Total								**$125,039.84**
Marina	00838579	4152802-5015024	OTHER SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$18.00
Marina	00838591	4152801-7034001	SITE IMPROVEMENTS	104688	LIND MARINE LLC	00	02/05/2026	$30,460.00
Marina Total								**$30,478.00**
Vjo Station Prkg Strcture	00838538	4312506-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/05/2026	$5,880.00
Vjo Station Prkg Strcture Total								**$5,880.00**
Corporation Shop	00838562	5012901-5014013	GENERAL R/M SUPPLIES	2725	EAST BAY TIRE CO.	00	02/05/2026	$6,888.08
Corporation Shop	00838568	5012901-5015024	OTHER SERVICES	101959	FLEET SOLUTIONS, LLC	00	02/05/2026	$5,209.94
Corporation Shop	00838579	5012901-5013001	MISC. EXPENSES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$30.00
Corporation Shop	00838580	5012901-5015027	AUTO R/M SERVICES	101925	IRON STEED HARLEY-DAVIDSON	00	02/05/2026	$263.81
Corporation Shop	00838603	5012901-5014013	GENERAL R/M SUPPLIES	2806	NIXON-EGLI EQUIP CO	00	02/05/2026	$161.24
Corporation Shop Total								**$12,553.07**
Equipment Replacement	00838590	5022902-5036021	POLICE DEPARTMENT	821	LEHR	00	02/05/2026	$47,039.98
Equipment Replacement Total								**$47,039.98**
General Liability	00838530	5081804-5006004	LEGAL FEES	9208856	ANGAD GANGAPURAM	00	02/05/2026	$68.46
General Liability	00838574	5081804-5006004	LEGAL FEES	9208865	HAMPTON JACKSON	00	02/05/2026	$26.32
General Liability	00838579	5081802-5014001	OFFICE SUPPLIES	1054	INLAND BUSINESS MACHINES, INC	00	02/05/2026	$36.00
General Liability	00838601	5081804-5006004	LEGAL FEES	102853	NATIONWIDE LEGAL, LLC	00	02/05/2026	$12.95
General Liability	00838617	5081804-5006002	CLAIM ADMINISTRATOR FEES	104117	SEDGWICK CLAIMS MANAGEMENT SER	00	02/05/2026	$19,494.00
General Liability Total								**$19,637.73**
Workers Comp	00838595	5091803-5006002	CLAIM ADMINISTRATOR FEES	104470	LWP CLAIMS SOLUTIONS INC	00	02/05/2026	$28,428.87
Workers Comp Total								**$28,428.87**
Total for Check Date 02/05/2026								**$1,706,845.43**

Fund	Check Number	GL Account	Object Desc	Vendor	Vendor Name	Bank ID	Check Date	Amount
General Fund	00838643	0011301-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$134.93
General Fund	00838643	0011901-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$123.16
General Fund	00838643	0012301-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$766.57
General Fund	00838643	0012302-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$292.44
General Fund	00838643	0012302-5014022	CLEANING SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$142.65
General Fund	00838643	0012402-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$27.41
General Fund	00838643	0012402-5031001	MISC EQUIPMENT	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$1,852.96
General Fund	00838643	0012502-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$54.59
General Fund	00838643	0012601-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$72.96
General Fund	00838643	0012602-5014013	GENERAL R/M SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$500.88
General Fund	00838643	0012604-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$28.01
General Fund	00838643	0012606-5014013	GENERAL R/M SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$675.94
General Fund	00838643	0013302-5015039	R/M REHABILITATION	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$12.01
General Fund	00838648	0011101-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$18.40
General Fund	00838648	0011301-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$18.40
General Fund	00838648	0011401-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$36.80
General Fund	00838648	0011601-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$57.51
General Fund	00838648	0011702-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$18.40
General Fund	00838648	0011901-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$3,028.74
General Fund	00838648	0012301-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$606.16
General Fund	00838648	0012401-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$3,951.01
General Fund	00838648	0012601-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$44.85
General Fund	00838648	0012602-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$608.46
General Fund	00838648	0012606-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$36.80
General Fund	00838648	0012608-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$52.91
General Fund	00838648	0013302-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$62.11
General Fund	00838650	0011901-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$304.85
General Fund	00838651	0012601-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$195.57
General Fund	00838651	0012602-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$154.83
General Fund	00838651	0012604-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$132.75
General Fund	00838651	0012606-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$51.61
General Fund	00838651	0012608-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$570.02
General Fund	00838652	0012601-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$68.67
General Fund	00838652	0012602-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$112.67
General Fund	00838652	0012604-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$332.10
General Fund	00838652	0012606-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$304.73
General Fund	00838652	0012608-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$290.78
General Fund	00838653	0012602-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/12/2026	$17,285.57
General Fund	00838662	0011702-5015024	OTHER SERVICES	3705	BRINK'S INCORPORATED	00	02/12/2026	$197.06
General Fund	00838664	0011301-5014001	OFFICE SUPPLIES	100212	CDWG INC.	00	02/12/2026	$430.00
General Fund	00838667	0012602-5015001	CLEANING & JANITORIAL	101351	CINTAS	00	02/12/2026	$169.45
General Fund	00838668	0012407-5015078	Psych Services	103423	CORE PSYCHOLOGICAL CORPORATION	00	02/12/2026	$2,000.00
General Fund	00838679	001-4024001	PROPERTY TRANSFER TAX	T000052	ERECORDING PARTNERS NETWORK LL	00	02/12/2026	$513.00
General Fund	00838691	0012606-5014013	GENERAL R/M SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/12/2026	$967.17
General Fund	00838691	0012619-5014013	GENERAL R/M SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/12/2026	$233.47
General Fund	00838701	0011701-5006001	OTHER PROFESSIONAL SERV	104803	KNN PUBLIC FINANCE LLC	00	02/12/2026	$9,000.00
General Fund	00838704	0012405-5015024	OTHER SERVICES	1313	LANGUAGELINE SOLUTIONS	00	02/12/2026	$51.70
General Fund	00838716	0011701-5007003	PRINTING & BINDING	1428	MINUTEMAN PRESS	00	02/12/2026	$353.86
General Fund	00838720	0012405-5015024	OTHER SERVICES	102591	NET TRANSCRIPTS INC.	00	02/12/2026	$120.12
General Fund	00838722	0013302-5015005	GROUNDS R/M SERVICES	1175	NORTH BAY LANDSCAPE MANAGEMENT	00	02/12/2026	$6,767.00
General Fund	00838725	0012401-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/12/2026	$1,010.89
General Fund	00838725	0012502-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/12/2026	$290.79
General Fund	00838725	0012601-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/12/2026	$61.32
General Fund	00838727	0012602-5015003	BUILDING R & M SERVICES	104831	PESTMASTER SERVICES L.P.	00	02/12/2026	$1,732.50
General Fund	00838727	0012610-5015003	BUILDING R & M SERVICES	104831	PESTMASTER SERVICES L.P.	00	02/12/2026	$119.00
General Fund	00838727	0012619-5015024	OTHER SERVICES	104831	PESTMASTER SERVICES L.P.	00	02/12/2026	$119.00
General Fund	00838731	0012602-5015003	BUILDING R & M SERVICES	103980	REINHOLDT ENGINEERING CONSTRUC	00	02/12/2026	$175.00
General Fund	00838736	0012002-5006001	OTHER PROFESSIONAL SERV	104885	ERIC SCHNEIDER	00	02/12/2026	$15,000.00
General Fund	00838741	0012301-5014001	OFFICE SUPPLIES	101010	STAPLES BUSINESS ADVANTAGE	00	02/12/2026	$83.45
General Fund	00838741	0012302-5014001	OFFICE SUPPLIES	101010	STAPLES BUSINESS ADVANTAGE	00	02/12/2026	$883.09
General Fund	00838741	0012302-5014022	CLEANING SUPPLIES	101010	STAPLES BUSINESS ADVANTAGE	00	02/12/2026	$899.76
General Fund	00838741	0012304-5014001	OFFICE SUPPLIES	101010	STAPLES BUSINESS ADVANTAGE	00	02/12/2026	$161.65
General Fund	00838743	0012304-5008010	FIRE ACADEMY	104450	SUISUN UNIFORMS TT LLC	00	02/12/2026	$100.00
General Fund	00838746	0012407-5015076	BACKGROUND SERVICES	104088	THE GUMSHOE GROUP	00	02/12/2026	$8,288.00
General Fund	00838748	0011301-5006001	OTHER PROFESSIONAL SERV	104897	THE ROOSEVELT GROUP LLC	00	02/12/2026	$35,000.00
General Fund	00838749	0012602-5014013	GENERAL R/M SUPPLIES	550	THE SHERWIN-WILLIAMS CO.	00	02/12/2026	$462.58
General Fund	00838750	0012405-5015024	OTHER SERVICES	102585	TRANSUNION RISK & ALTERNATIVE	00	02/12/2026	$100.00
General Fund	00838757	0012002-5006030	VJO TOURISM BID (FR TOT)	57	VALLEJO CONV & VISITORS BUREAU	00	02/12/2026	$18,194.00
General Fund	00838758	0012602-5014013	GENERAL R/M SUPPLIES	102814	W W GRAINGER INC.	00	02/12/2026	$85.22
General Fund	00838762	0011901-5015004	EQUIPMENT R/M SERVICES	102829	XEROX CORPORATION	00	02/12/2026	$39.34
General Fund	00838762	0012301-5024001	MACHINERY & EQUIP RENTAL	102829	XEROX CORPORATION	00	02/12/2026	$120.70
General Fund	00838763	0011601-5024001	MACHINERY & EQUIP RENTAL	102829	XEROX CORPORATION	00	02/12/2026	$403.04
General Fund Total								**$137,161.37**
General Fund Measure B	00838640	0032401-5015024	OTHER SERVICES	102986	ACCESS INFORMATION	00	02/12/2026	$1,044.41
General Fund Measure B	00838703	0032401-5014005	CLOTHING & UNIFORMS	859	L.N.CURTIS & SONS	00	02/12/2026	$606.21
General Fund Measure B	00838718	0032401-5031005	FIELD EQUIPMENT	100383	MOTOROLA SOLUTIONS,INC.	00	02/12/2026	$855.50
General Fund Measure B	00838749	0032608-5014036	TRAFFIC SIGNS & SIGNALS	550	THE SHERWIN-WILLIAMS CO.	00	02/12/2026	$220.88
General Fund Measure B Total								**$2,727.00**
GENERAL FUND MEASURE P	00838653	0052401-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/12/2026	$16,924.74
GENERAL FUND MEASURE P Total								**$16,924.74**
Cdbg Cfda #14.248	00838695	1012102-5006001	OTHER PROFESSIONAL SERV	104143	JOHN H. CALLOW	00	02/12/2026	$2,112.50
Cdbg Cfda #14.248 Total								**$2,112.50**
Mare Island Base Reuse Fd	00838700	1072001-5015003	BUILDING R & M SERVICES	104681	KLEEN TECH SERVICES LLC	00	02/12/2026	$74.00
Mare Island Base Reuse Fd Total								**$74.00**
Mare Island Cfd 2002-1	00838651	1122615-5015024	OTHER SERVICES	100414	AT&T MOBILITY - ROC	00	02/12/2026	$51.61

Mare Island Cfd 2002-1	00838721	1122616-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$400.00
Mare Island Cfd 2002-1 Total								**$451.61**
Mare Is 2005 1A Cfd Servc	00838648	1133302-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$124.22
Mare Is 2005 1A Cfd Servc	00838677	1133302-5015039	R/M REHABILITATION	3360	E Z TREE INC	00	02/12/2026	$5,005.00
Mare Is 2005 1A Cfd Servc	00838721	1133302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$7,580.00
Mare Is 2005 1A Cfd Servc Total								**$12,709.22**
Housing Admin Cfda#14.871	00838641	1212201-5008001	TRAINING & CONFERENCES	9209108	ALICIA JONES	00	02/12/2026	$267.81
Housing Admin Cfda#14.871	00838648	1212201-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$49.45
Housing Admin Cfda#14.871	00838653	1212201-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/12/2026	$238.80
Housing Admin Cfda#14.871	00838737	1212201-5008001	TRAINING & CONFERENCES	9208917	SHENESSA WILLIAMS	00	02/12/2026	$259.59
Housing Admin Cfda#14.871	00838763	1212201-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/12/2026	$244.72
Housing Admin Cfda#14.871 Total								**$1,060.37**
State Gas Tax	00838730	1332607-5014007	ELECTRICAL SUPPLIES	102573	PLATT ELECTRIC SUPPLY	00	02/12/2026	$606.63
State Gas Tax Total								**$606.63**
Solid Waste Disposal	00838647	1352505-5014024	BEAUTIFICATION	104481	ANGELS WITH HEART	00	02/12/2026	$800.00
Solid Waste Disposal	00838717	1352505-5010001	PUBLICITY & ADVERTISING	103620	MOTOR VEHICLE NETWORK	00	02/12/2026	$617.50
Solid Waste Disposal	00838717	1352505-7032058	USED OIL BLOCK GRANT	103620	MOTOR VEHICLE NETWORK	00	02/12/2026	$617.50
Solid Waste Disposal	00838717	1352505-7032066	CALRECYCLE	103620	MOTOR VEHICLE NETWORK	00	02/12/2026	$617.50
Solid Waste Disposal Total								**$2,652.50**
Hiddenbrooke Comm Svc Dst	00838648	1383302-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$62.11
Hiddenbrooke Comm Svc Dst	00838721	1383302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$22,466.36
Hiddenbrooke Comm Svc Dst Total								**$22,528.47**
Sup Law Enforcement Grant	00838663	1512401-5006001	OTHER PROFESSIONAL SERV	102781	CAPITOL ADVOCACY PARTNERS	00	02/12/2026	$8,445.33
Sup Law Enforcement Grant Total								**$8,445.33**
Landscape Maint Dist-Adm	00838648	1613302-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$151.82
Landscape Maint Dist-Adm Total								**$151.82**
So Vallejo Business Park	00838648	1623302-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$31.05
So Vallejo Business Park Total								**$31.05**
Sandpiper Point Lmd	00838721	1633302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$1,518.00
Sandpiper Point Lmd Total								**$1,518.00**
Town & Country Lmd	00838721	1653302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$1,120.00
Town & Country Lmd Total								**$1,120.00**
Carriage Oaks Lmd	00838721	1703302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$500.00
Carriage Oaks Lmd Total								**$500.00**
Cimarron Hill/Madigan Lmd	00838721	1713302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$4,363.00
Cimarron Hill/Madigan Lmd Total								**$4,363.00**
Flem Hill/Springtree Lmd	00838721	1723302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$2,220.00
Flem Hill/Springtree Lmd Total								**$2,220.00**
College Hills Lmd	00838721	1753302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$1,056.00
College Hills Lmd Total								**$1,056.00**
N/E Quadrant Lmd	00838648	1783302-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$193.23
N/E Quadrant Lmd	00838721	1783302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$33,328.00
N/E Quadrant Lmd Total								**$33,521.23**
Glen Cove I & Ii-Ctry Pl	00838721	1823302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$5,620.00
Glen Cove I & Ii-Ctry Pl Total								**$5,620.00**
Town & Country Ii Lmd	00838721	1843302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$650.00
Town & Country Ii Lmd Total								**$650.00**
Glen Cove Iii Lmd	00838648	1853302-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$93.16
Glen Cove Iii Lmd	00838721	1853302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$52,712.00
Glen Cove Iii Lmd Total								**$52,805.16**
Marine World Lmd	00838721	1863302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$2,035.00
Marine World Lmd Total								**$2,035.00**
Marin View Lmd	00838721	1873302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/12/2026	$508.00
Marin View Lmd Total								**$508.00**
Garthe Ranch Estate Lmd	00838648	1883302-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$62.11
Garthe Ranch Estate Lmd Total								**$62.11**
Navigation Center	00838684	191-5006044	OPERATIONS MANAGEMENT	104858	FIVE KEYS SCHOOLS AND PROGRAMS	00	02/12/2026	$551,980.53
Navigation Center Total								**$551,980.53**
PLANNING & DEVELOPMENT SERVIC	00838648	1931507-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$125.36
PLANNING & DEVELOPMENT SERVIC	00838664	1931503-5014020	OTHER SUPPLIES	100212	CDWG INC.	00	02/12/2026	$317.15
PLANNING & DEVELOPMENT SERVIC	00838716	1931503-5007003	PRINTING & BINDING	1428	MINUTEMAN PRESS	00	02/12/2026	$182.97
PLANNING & DEVELOPMENT SERVIC	00838763	1931503-5007003	PRINTING & BINDING	102829	XEROX CORPORATION	00	02/12/2026	$452.31
PLANNING & DEVELOPMENT SERVIC Total								**$1,077.79**
Multi Year Programs	00838643	1941901-7031003	COMPUTER EQUIPMENT	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	($17.46)
Multi Year Programs	00838664	1941301-7031003	COMPUTER EQUIPMENT	100212	CDWG INC.	00	02/12/2026	$294.65
Multi Year Programs Total								**$277.19**
Capital Outlay Fund	00838652	2012608-7034001	SITE IMPROVEMENTS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$39.70
Capital Outlay Fund	00838664	2012601-7031003	COMPUTER EQUIPMENT	100212	CDWG INC.	00	02/12/2026	$956.07
Capital Outlay Fund	00838670	2011981-8007004	SOFTWARE PROGRAMS	102874	COSTAR REALTY INFORMATION,INC	00	02/12/2026	$1,139.81
Capital Outlay Fund	00838671	2012602-7034001	SITE IMPROVEMENTS	103401	COUNTY OF SOLANO	00	02/12/2026	$50.00
Capital Outlay Fund	00838722	2012602-7015003	BUILDING R & M SERVICES	1175	NORTH BAY LANDSCAPE MANAGEMENT	00	02/12/2026	$2,950.00
Capital Outlay Fund	00838727	2012602-7034001	SITE IMPROVEMENTS	104831	PESTMASTER SERVICES L.P.	00	02/12/2026	$360.00
Capital Outlay Fund	00838729	2012602-7034001	SITE IMPROVEMENTS	103528	PIERCE ELECTRIC INC	00	02/12/2026	$10,633.57
Capital Outlay Fund	00838740	2012082-8006001	OTHER PROFESSIONAL SERV	1395	SOLANO EDC	00	02/12/2026	$642.87
Capital Outlay Fund	00838744	2011986-8007004	SOFTWARE PROGRAMS	104069	SUPERION, LLC	00	02/12/2026	$39.15
Capital Outlay Fund	00838745	2012604-7034001	SITE IMPROVEMENTS	104422	VULCAN MATERIALS CO - WESTERN	00	02/12/2026	$1,952.21
Capital Outlay Fund	00838759	2011981-8036001	MISC EQUIPMENT	104663	WHITLEY EVERGREEN, INC.	00	02/12/2026	$252,632.60
Capital Outlay Fund Total								**$271,395.98**
Traffic Congestion Relief	00838724	2192604-7034001	SITE IMPROVEMENTS	101995	O'REILLY AUTO PARTS	00	02/12/2026	$184.13
Traffic Congestion Relief	00838766	2192502-7034001	SITE IMPROVEMENTS	3249	ZUMAR INDUSTRIES INC	00	02/12/2026	$6,485.45
Traffic Congestion Relief Total								**$6,669.58**
Capital Grant & Contribtn	00838688	2212604-7006001	OTHER PROFESSIONAL SERV	104279	HEALTHY VALLEJO COMMUNITY SUPP	00	02/12/2026	$1,642.00
Capital Grant & Contribtn Total								**$1,642.00**
MEASURE P	00838759	2282502-7034001	SITE IMPROVEMENTS	104663	WHITLEY EVERGREEN, INC.	00	02/12/2026	$5,740.90
MEASURE P Total								**$5,740.90**
Water	00838639	4012701-5015024	OTHER SERVICES	173	7 FLAGS CAR WASH & EXPRESS LUB	00	02/12/2026	$8.00
Water	00838639	4012708-5015024	OTHER SERVICES	173	7 FLAGS CAR WASH & EXPRESS LUB	00	02/12/2026	$8.00
Water	00838639	4012709-5015024	OTHER SERVICES	173	7 FLAGS CAR WASH & EXPRESS LUB	00	02/12/2026	$8.00
Water	00838639	4012710-5015024	OTHER SERVICES	173	7 FLAGS CAR WASH & EXPRESS LUB	00	02/12/2026	$8.00
Water	00838642	4012704-5015013	LABORATORY SERVICES	103503	ALPHA ANALYTICAL LABORATORIES,	00	02/12/2026	$516.00
Water	00838643	4011703-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$535.13

Water	00838643	4012704-5014010	LABORATORY SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$35.04
Water	00838643	4012709-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$68.94
Water	00838643	4012717-5031007	FURNITURE AND FIXTURE	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$343.84
Water	00838646	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02137	AN ELEGANT AFFAIR	00	02/12/2026	$73.49
Water	00838648	4011705-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$90.86
Water	00838648	4012701-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$37.95
Water	00838648	4012705-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$62.11
Water	00838648	4012708-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$36.80
Water	00838648	4012709-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$87.41
Water	00838648	4012710-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$102.37
Water	00838648	4012712-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$20.70
Water	00838648	4012713-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$37.95
Water	00838651	4012710-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$103.22
Water	00838651	4012711-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$160.99
Water	00838651	4012712-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$51.61
Water	00838651	4012713-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$51.61
Water	00838652	4012710-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$321.10
Water	00838652	4012711-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$37.55
Water	00838652	4012712-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$279.52
Water	00838652	4012713-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/12/2026	$63.57
Water	00838653	4012709-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/12/2026	$2,613.64
Water	00838654	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02155	BARAKAT, YOUSEF M.	00	02/12/2026	$85.20
Water	00838655	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02165	BARTA, YESENIA	00	02/12/2026	$10.76
Water	00838656	4012708-5015024	OTHER SERVICES	2310	BELL PRODUCTS, INC.	00	02/12/2026	$3,320.98
Water	00838657	4012708-5014013	GENERAL R/M SUPPLIES	104424	BIG CREEK LUMBER	00	02/12/2026	$89.92
Water	00838658	401-1030101	MISC ACCOUNTS RECEIVABLE	OT01948	BLACK, KAREN	00	02/12/2026	$4,091.14
Water	00838659	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02135	BLACK, KAREN	00	02/12/2026	$509.83
Water	00838660	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02145	BLAZEJ, LUCIAN ROBERT	00	02/12/2026	$17.50
Water	00838661	4012717-5013001	MISC. EXPENSES	103262	BOOT BARN INC	00	02/12/2026	$263.23
Water	00838665	4012709-5014011	CHEMICAL SUPPLIES	362	CHEMTRADE CHEMICALS US LLC	00	02/12/2026	$8,973.14
Water	00838666	4012704-5015002	LAUNDRY & SANITATION	101351	CINTAS	00	02/12/2026	$583.74
Water	00838666	4012708-5015002	LAUNDRY & SANITATION	101351	CINTAS	00	02/12/2026	$4,538.68
Water	00838666	4012711-5015024	OTHER SERVICES	101351	CINTAS	00	02/12/2026	$629.30
Water	00838667	4012708-5015002	LAUNDRY & SANITATION	101351	CINTAS	00	02/12/2026	$377.32
Water	00838669	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02166	COSTA, TATIANA N.	00	02/12/2026	$457.27
Water	00838672	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02146	CROWDER, RICHARD	00	02/12/2026	$224.69
Water	00838673	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02149	D & J CAPITAL LLC	00	02/12/2026	$1,133.38
Water	00838674	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02132	DAWSON, MARSHALL W.	00	02/12/2026	$88.12
Water	00838675	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02164	DE JESUS, NYSA	00	02/12/2026	$82.00
Water	00838676	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02151	DEAN, ALAN	00	02/12/2026	$41.15
Water	00838680	401-1040802	MISC SUPPLIES	104091	FERGUSON US HOLDINGS, INC	00	02/12/2026	$3,800.81
Water	00838681	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02143	FGEM, LLC	00	02/12/2026	$21.59
Water	00838683	4012704-5014010	LABORATORY SUPPLIES	348	FISHER SCIENTIFIC	00	02/12/2026	$1,129.76
Water	00838685	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02162	GALANG, AURORA ESTRELLA	00	02/12/2026	$93.86
Water	00838686	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02157	GONZALEZ RAMIREZ, DONALDO O	00	02/12/2026	$88.72
Water	00838687	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02169	GSR HOMES, LLC	00	02/12/2026	$103.66
Water	00838689	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02147	HICKEY, PATRICIA	00	02/12/2026	$55.73
Water	00838690	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02150	HIPOLITO, MIGUEL A	00	02/12/2026	$72.95
Water	00838691	4012708-5014013	GENERAL R/M SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/12/2026	$74.63
Water	00838694	4012704-5014010	LABORATORY SUPPLIES	1347	IDEXX DISTRIBUTION CORP	00	02/12/2026	$4,034.08
Water	00838696	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02148	JRE ENTERPRISE, LLC	00	02/12/2026	$155.11
Water	00838698	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02134	KENT, BEVERLY	00	02/12/2026	$114.94
Water	00838702	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02131	KRYSTLE PROPERTY MANAGEMENT	00	02/12/2026	$249.77
Water	00838706	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02163	LAYSON, SOCORRO BONOAN	00	02/12/2026	$15.30
Water	00838707	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02138	LEE, STEPHEN	00	02/12/2026	$94.71
Water	00838708	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02136	LEFEVER MATTSON PROP MGMT	00	02/12/2026	$1,219.21
Water	00838709	4012704-5014010	LABORATORY SUPPLIES	101993	LINDE GAS & EQUIPMENT INC.	00	02/12/2026	$164.70
Water	00838709	4012713-5014013	GENERAL R/M SUPPLIES	101993	LINDE GAS & EQUIPMENT INC.	00	02/12/2026	$118.31
Water	00838710	4012709-5014011	CHEMICAL SUPPLIES	100987	LINDE INC	00	02/12/2026	$68,157.32
Water	00838711	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02154	LUNDQVIST, MICHELLE A.	00	02/12/2026	$79.28
Water	00838712	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02133	MAHER, BILLY	00	02/12/2026	$559.94
Water	00838713	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02144	MAMSAANG, ANGELITA	00	02/12/2026	$33.14
Water	00838714	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02161	MARTIN959INVESTORS LLC	00	02/12/2026	$139.40
Water	00838715	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02142	MENDOZA-MENDOZA, HOMAR	00	02/12/2026	$9.64
Water	00838716	4011705-5014001	OFFICE SUPPLIES	1428	MINUTEMAN PRESS	00	02/12/2026	$175.76
Water	00838719	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02168	MOUSA, SHADEN	00	02/12/2026	$119.76
Water	00838725	4012701-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/12/2026	$117.25
Water	00838726	401-1040802	MISC SUPPLIES	485	PACE SUPPLY CORPORATION	00	02/12/2026	$740.72
Water	00838727	4012709-5015024	OTHER SERVICES	104831	PESTMASTER SERVICES L.P.	00	02/12/2026	$119.00
Water	00838728	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02152	PFISTER, CARA L	00	02/12/2026	$85.04
Water	00838730	4012708-5014013	GENERAL R/M SUPPLIES	102573	PLATT ELECTRIC SUPPLY	00	02/12/2026	$5,712.58
Water	00838732	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02158	RUBIO, ADRIAN	00	02/12/2026	$85.63
Water	00838733	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02170	SAGASTUMES PAREDES, HECTOR	00	02/12/2026	$66.84
Water	00838734	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02141	SALSEDO, ALITRINETTE	00	02/12/2026	$98.30
Water	00838735	4012705-5016002	TELECOMMUNICATIONS	101225	SATCOM GLOBAL,INC	00	02/12/2026	$57.21
Water	00838738	4012709-5014023	SAFETY TRAINING SUPPLIES	9209288	SILVER, ADAM	00	02/12/2026	$300.00
Water	00838739	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02139	SMITH, ROBY	00	02/12/2026	$76.05
Water	00838742	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02153	STOWERS REAL ESTATE	00	02/12/2026	$148.23
Water	00838745	4012710-5014013	GENERAL R/M SUPPLIES	104422	VULCAN MATERIALS CO - WESTERN	00	02/12/2026	$947.86
Water	00838747	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02160	THE JUNG TRUST	00	02/12/2026	$114.99
Water	00838751	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02156	UNDERGROUND ELECTRIC CONST. CO	00	02/12/2026	$62.44
Water	00838753	4012701-5008003	AUTO MILEAGE REIMBURSE	9209104	VALERIE WALSTON	00	02/12/2026	$49.88
Water	00838754	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02167	VAN WINKLE, ANN	00	02/12/2026	$80.03
Water	00838755	4012708-5016002	TELECOMMUNICATIONS	101316	VERIZON WIRELESS	00	02/12/2026	$40.01
Water	00838756	4012717-5013001	MISC. EXPENSES	632	VICTORY STORES INC	00	02/12/2026	$300.00
Water	00838760	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02140	WILLIAMS, JOSEPH	00	02/12/2026	$14.40
Water	00838761	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02159	WILLIAMS, ZACHARY MAURION	00	02/12/2026	$81.85
Water	00838763	4012701-5024001	MACHINERY & EQUIP RENTAL	102829	XEROX CORPORATION	00	02/12/2026	$679.66
Water	00838764	4012717-5024001	MACHINERY & EQUIP RENTAL	102829	XEROX CORPORATION	00	02/12/2026	$416.24
Water Total								**$122,557.04**
Travis Water Operating	00838642	4022704-5015013	LABORATORY SERVICES	103503	ALPHA ANALYTICAL LABORATORIES,	00	02/12/2026	$646.00

Travis Water Operating	00838648	4022709-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$1,243.39
Travis Water Operating	00838656	4022708-5015024	OTHER SERVICES	2310	BELL PRODUCTS, INC.	00	02/12/2026	$1,914.00
Travis Water Operating	00838683	4022704-5014010	LABORATORY SUPPLIES	348	FISHER SCIENTIFIC	00	02/12/2026	$409.12
Travis Water Operating	00838694	4022704-5014010	LABORATORY SUPPLIES	1347	IDEXX DISTRIBUTION CORP	00	02/12/2026	$4,847.99
Travis Water Operating	00838709	4022704-5014010	LABORATORY SUPPLIES	101993	LINDE GAS & EQUIPMENT INC.	00	02/12/2026	$164.70
Travis Water Operating	00838755	4022709-5016002	TELECOMMUNICATIONS	101316	VERIZON WIRELESS	00	02/12/2026	$40.01
Travis Water Operating Total								**$9,265.21**
Green Valley/Curry Lakes	00838642	4032704-5015013	LABORATORY SERVICES	103503	ALPHA ANALYTICAL LABORATORIES,	00	02/12/2026	$638.00
Green Valley/Curry Lakes	00838645	4032707-5016001	GAS & ELECTRICITY	1537	AMERIGAS	00	02/12/2026	$946.63
Green Valley/Curry Lakes	00838648	4032707-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$62.11
Green Valley/Curry Lakes	00838648	4032709-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$133.42
Green Valley/Curry Lakes	00838656	4032708-5015024	OTHER SERVICES	2310	BELL PRODUCTS, INC.	00	02/12/2026	$765.64
Green Valley/Curry Lakes	00838683	4032704-5014010	LABORATORY SUPPLIES	348	FISHER SCIENTIFIC	00	02/12/2026	$211.47
Green Valley/Curry Lakes	00838694	4032704-5014010	LABORATORY SUPPLIES	1347	IDEXX DISTRIBUTION CORP	00	02/12/2026	$4,034.12
Green Valley/Curry Lakes	00838709	4032704-5014010	LABORATORY SUPPLIES	101993	LINDE GAS & EQUIPMENT INC.	00	02/12/2026	$164.68
Green Valley/Curry Lakes	00838735	4032705-5016002	TELECOMMUNICATIONS	101225	SATCOM GLOBAL,INC	00	02/12/2026	$57.21
Green Valley/Curry Lakes	00838752	4032710-5014013	GENERAL R/M SUPPLIES	104710	UNDERGROUND REPUBLIC WATER WOR	00	02/12/2026	$1,616.90
Green Valley/Curry Lakes	00838755	4032709-5016002	TELECOMMUNICATIONS	101316	VERIZON WIRELESS	00	02/12/2026	$40.01
Green Valley/Curry Lakes Total								**$8,670.19**
Water Fac Tax/Connect Fee	00838678	4042715-7043078	DIST SYSTEM SCADA RENOVAT	100021	EMA, INC.	00	02/12/2026	$24,201.70
Water Fac Tax/Connect Fee Total								**$24,201.70**
Travis Capital Eq Reserve	00838678	4102715-7043097	TRAVIS WTP IMPROVE PROJEC	100021	EMA, INC.	00	02/12/2026	$5,048.61
Travis Capital Eq Reserve Total								**$5,048.61**
Lakes Capital Fund	00838678	4112716-7043078	DIST SYSTEM SCADA RENOVAT	100021	EMA, INC.	00	02/12/2026	$16,330.70
Lakes Capital Fund Total								**$16,330.70**
Marina	00838648	4152802-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$98.91
Marina Total								**$98.91**
Vjo Station Prkg Strcture	00838653	4312506-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/12/2026	$12,079.20
Vjo Station Prkg Strcture	00838700	4312506-5015003	BUILDING R & M SERVICES	104681	KLEEN TECH SERVICES LLC	00	02/12/2026	$4,506.00
Vjo Station Prkg Strcture Total								**$16,585.20**
Fiber Enterprise Fund	00838765	4321981-8034001	SITE IMPROVEMENTS	104390	ZAYO GROUP, LLC	00	02/12/2026	$3,277.42
Fiber Enterprise Fund Total								**$3,277.42**
Corporation Shop	00838643	5012901-5013001	MISC. EXPENSES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$40.39
Corporation Shop	00838643	5012901-5014018	SMALL TOOL & INSTRUMENTS	103767	AMAZON CAPITAL SERVICES, INC.	00	02/12/2026	$315.74
Corporation Shop	00838648	5012901-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/12/2026	$55.21
Corporation Shop	00838682	5012901-5014013	GENERAL R/M SUPPLIES	103626	FIRE APPARATUS SOLUTIONS	00	02/12/2026	$5,085.98
Corporation Shop	00838682	5012901-5015027	AUTO R/M SERVICES	103626	FIRE APPARATUS SOLUTIONS	00	02/12/2026	$22,709.01
Corporation Shop	00838692	5012901-5014009	FUEL & LUBE SUPPLIES	101974	HUNT & SONS, INC.	00	02/12/2026	$29,827.43
Corporation Shop	00838693	5012901-5014009	FUEL & LUBE SUPPLIES	101974	HUNT & SONS, INC.	00	02/12/2026	$2,066.54
Corporation Shop	00838705	5012901-5014013	GENERAL R/M SUPPLIES	1421	LAWSON PRODUCTS, INC	00	02/12/2026	$728.91
Corporation Shop	00838723	5012901-5014013	GENERAL R/M SUPPLIES	101995	O'REILLY AUTO PARTS	00	02/12/2026	$23.03
Corporation Shop	00838724	5012901-5014013	GENERAL R/M SUPPLIES	101995	O'REILLY AUTO PARTS	00	02/12/2026	$1,370.09
Corporation Shop	00838758	5012901-5014013	GENERAL R/M SUPPLIES	102814	W W GRAINGER INC.	00	02/12/2026	$1,695.78
Corporation Shop Total								**$63,918.11**
Payroll Benefits	00838697	602-1142301	RETIREMNT ADVANCES REC.	9208193	KENNETH DOUGHTY	00	02/12/2026	$2,438.35
Payroll Benefits	00838699	602-1142301	RETIREMNT ADVANCES REC.	9208236	KEVIN BARRETO	00	02/12/2026	$2,266.27
Payroll Benefits Total								**$4,704.62**
Total for Check Date 02/12/2026								**$1,427,056.79**

User Name: CITYOFVALLEJO\monica.kaur

City of Vallejo

VAAP355C AP Council Expenditures

Check Date: Feb 19, 2026

Selected Criteria: All Banks

Report Generated on Feb 19, 2026 11:09:25 AM

Fund	Check Number	GL Account	Object Desc	Vendor	Vendor Name	Bank ID	Check Date	Amount
General Fund	00838767	0012301-5015024	OTHER SERVICES	173	7 FLAGS CAR WASH & EXPRESS LUB	00	02/19/2026	$62.00
General Fund	00838768	0011801-5006016	RECRUITMENT SVCS & SUPPLI	103891	ACCUSOURCE, INC.	00	02/19/2026	$1,440.24
General Fund	00838769	0012302-5015004	EQUIPMENT R/M SERVICES	1740	AIR EXCHANGE, INC.	00	02/19/2026	$1,292.08
General Fund	00838771	0012502-5015024	OTHER SERVICES	9208466	ALCANTAR, OSCAR	00	02/19/2026	$50.00
General Fund	00838773	0012301-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/19/2026	$160.44
General Fund	00838773	0012302-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/19/2026	$214.62
General Fund	00838773	0012302-5014022	CLEANING SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/19/2026	$140.85
General Fund	00838773	0012405-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/19/2026	$45.62
General Fund	00838773	0012407-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/19/2026	$231.60
General Fund	00838774	0012602-5015003	BUILDING R & M SERVICES	2734	AMERICAN CHILLER SERVICE INC	00	02/19/2026	$7,567.00
General Fund	00838777	0011901-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/19/2026	$31.86
General Fund	00838778	0012502-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/19/2026	$272.75
General Fund	00838780	0011901-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/19/2026	$704.00
General Fund	00838783	0012302-5015004	EQUIPMENT R/M SERVICES	854	BAUER COMPRESSORS	00	02/19/2026	$1,229.06
General Fund	00838784	0012301-5015024	OTHER SERVICES	1064	BAY ALARM CO.	00	02/19/2026	$117.35
General Fund	00838784	0012401-5015024	OTHER SERVICES	1064	BAY ALARM CO.	00	02/19/2026	$532.54
General Fund	00838784	0012602-5015003	BUILDING R & M SERVICES	1064	BAY ALARM CO.	00	02/19/2026	$87.04
General Fund	00838787	0012302-5014020	OTHER SUPPLIES	104424	BIG CREEK LUMBER	00	02/19/2026	$193.40
General Fund	00838791	0012306-5014012	MEDICAL SUPPLIES	3938	BOUND TREE MEDICAL, LLC	00	02/19/2026	$550.75
General Fund	00838792	0011702-5015024	OTHER SERVICES	3705	BRINK'S INCORPORATED	00	02/19/2026	$1,187.01
General Fund	00838796	0011301-5006001	OTHER PROFESSIONAL SERV	104312	CALIFORNIA CONSULTING, INC.	00	02/19/2026	$5,500.00
General Fund	00838799	0012002-5006001	OTHER PROFESSIONAL SERV	104514	CENTURY URBAN LLC	00	02/19/2026	$218.75
General Fund	00838801	0012602-5015001	CLEANING & JANITORIAL	101351	CINTAS	00	02/19/2026	$315.00
General Fund	00838801	0012619-5015001	CLEANING & JANITORIAL	101351	CINTAS	00	02/19/2026	$1,340.43
General Fund	00838803	0012602-5015001	CLEANING & JANITORIAL	101351	CINTAS	00	02/19/2026	$2,365.12
General Fund	00838804	0011901-5006001	OTHER PROFESSIONAL SERV	103857	CLUB STRIDE INC	00	02/19/2026	$5,819.00
General Fund	00838805	0012302-5015024	OTHER SERVICES	104917	COAST FIRE EQUIPMENT, INC.	00	02/19/2026	$1,680.00
General Fund	00838806	0012303-5006001	OTHER PROFESSIONAL SERV	101920	CSG CONSULTANTS, INC	00	02/19/2026	$8,050.00
General Fund	00838808	0011401-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$29.15
General Fund	00838808	0011601-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$24.15
General Fund	00838808	0011701-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$24.15
General Fund	00838808	0011801-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$24.15
General Fund	00838808	0012301-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$24.15
General Fund	00838808	0012601-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$24.15
General Fund	00838809	001-2081202	DOG LICENSE	104727	DOCUPET CORP.	00	02/19/2026	$43.00
General Fund	00838820	0012502-5006001	OTHER PROFESSIONAL SERV	103969	F.J. KENNEDY AND ASSOCIATES, I	00	02/19/2026	$15,082.14
General Fund	00838822	0012403-5007003	PRINTING & BINDING	102333	FASTSIGNS-AMERICAN CANYON	00	02/19/2026	$70.04
General Fund	00838822	0012608-5014013	GENERAL R/M SUPPLIES	102333	FASTSIGNS-AMERICAN CANYON	00	02/19/2026	$196.47
General Fund	00838825	0012602-5014013	GENERAL R/M SUPPLIES	741	GENERAL PLUMBING SUPPLY CO INC	00	02/19/2026	$2,167.23
General Fund	00838827	0012301-5008001	TRAINING & CONFERENCES	9209268	GREBE, SARAH	00	02/19/2026	$26.39
General Fund	00838828	0012606-5014013	GENERAL R/M SUPPLIES	103877	GREEN VALLEY ALOHA SAW AND MOW	00	02/19/2026	$1,895.03
General Fund	00838832	0011601-5024001	MACHINERY & EQUIP RENTAL	1054	INLAND BUSINESS MACHINES, INC	00	02/19/2026	$6.94
General Fund	00838832	0011701-5015004	EQUIPMENT R/M SERVICES	1054	INLAND BUSINESS MACHINES, INC	00	02/19/2026	$248.80
General Fund	00838835	0012301-5016002	TELECOMMUNICATIONS	9208179	JASON CHANEY	00	02/19/2026	$60.00
General Fund	00838838	0012301-5015001	CLEANING & JANITORIAL	104681	KLEEN TECH SERVICES LLC	00	02/19/2026	$661.00
General Fund	00838840	0012304-5008010	FIRE ACADEMY	859	L.N.CURTIS & SONS	00	02/19/2026	$1,539.55
General Fund	00838843	0012303-5007003	PRINTING & BINDING	1428	MINUTEMAN PRESS	00	02/19/2026	$102.09
General Fund	00838843	0012502-5014001	OFFICE SUPPLIES	1428	MINUTEMAN PRESS	00	02/19/2026	$36.04
General Fund	00838844	0012405-5006033	PHYSICAL EXAMS	1008	NAPA-SOLANO S.A.N.E./S.A.R.T.	00	02/19/2026	$2,300.00
General Fund	00838846	0012401-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/19/2026	$462.56
General Fund	00838846	0012502-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/19/2026	$81.28
General Fund	00838847	0012406-5015013	LABORATORY SERVICES	100808	OFFICE OF THE DISTRICT ATTORNE	00	02/19/2026	$1,088.00
General Fund	00838848	0012401-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/19/2026	$14,619.60
General Fund	00838851	0011301-5006001	OTHER PROFESSIONAL SERV	1402	PACIFIC STORAGE	00	02/19/2026	$2.52
General Fund	00838851	0011702-5015024	OTHER SERVICES	1402	PACIFIC STORAGE	00	02/19/2026	$97.70
General Fund	00838855	0012602-5015003	BUILDING R & M SERVICES	104831	PESTMASTER SERVICES L.P.	00	02/19/2026	$238.00
General Fund	00838856	001-1040803	POSTAGE	503	PITNEY BOWES PURCHASE POWER	00	02/19/2026	$4,018.75
General Fund	00838864	0012304-5008010	FIRE ACADEMY	104918	BRENNER, JOHN	00	02/19/2026	$1,312.00
General Fund	00838865	0012302-5014020	OTHER SUPPLIES	538	SAFETY-KLEEN SYSTEMS, INC.	00	02/19/2026	$400.74
General Fund	00838870	0012405-5015004	EQUIPMENT R/M SERVICES	2912	STERICYCLE, INC.	00	02/19/2026	$567.05
General Fund	00838878	0012303-5006001	OTHER PROFESSIONAL SERV	102252	WARNER CONSULTING SERVICES	00	02/19/2026	$3,248.36
General Fund	00838883	0012301-5014005	CLOTHING & UNIFORMS	101172	WITMER PUBLIC SAFETY GROUP, IN	00	02/19/2026	$2,938.59
General Fund	00838883	0012302-5014020	OTHER SUPPLIES	101172	WITMER PUBLIC SAFETY GROUP, IN	00	02/19/2026	$1,654.80
General Fund	00838886	001-1040801	GEN SVC - COPIER	102829	XEROX CORPORATION	00	02/19/2026	$31.54
General Fund	00838886	0011101-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$36.00
General Fund	00838886	0011301-5024001	MACHINERY & EQUIP RENTAL	102829	XEROX CORPORATION	00	02/19/2026	$36.00
General Fund	00838886	0011401-5015004	EQUIPMENT R/M SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$54.00
General Fund	00838886	0011601-5024001	MACHINERY & EQUIP RENTAL	102829	XEROX CORPORATION	00	02/19/2026	$12.00
General Fund	00838886	0011701-5015004	EQUIPMENT R/M SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$36.00
General Fund	00838886	0011801-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$102.00
General Fund	00838886	0011901-5015004	EQUIPMENT R/M SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$109.86
General Fund	00838886	0012301-5024001	MACHINERY & EQUIP RENTAL	102829	XEROX CORPORATION	00	02/19/2026	$325.34
General Fund	00838886	0012401-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$162.00
General Fund	00838886	0012502-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$60.00
General Fund	00838886	0012601-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$54.00
General Fund	00838886	0012606-5016002	TELECOMMUNICATIONS	102829	XEROX CORPORATION	00	02/19/2026	$54.00
General Fund Total								**$97,785.82**
General Fund Measure B	00838767	0032401-5015004	EQUIPMENT R/M SERVICES	173	7 FLAGS CAR WASH & EXPRESS LUB	00	02/19/2026	$1,176.00
General Fund Measure B	00838808	0032401-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$220.35
General Fund Measure B	00838814	0031301-5006037	MEASURE B FUND	102131	EAGLE EYE ENGRAVING	00	02/19/2026	$12.19
General Fund Measure B	00838840	0032301-5014005	CLOTHING & UNIFORMS	859	L.N.CURTIS & SONS	00	02/19/2026	$1,344.93
General Fund Measure B Total								**$2,753.47**
Mare Island Base Reuse Fd	00838855	1072001-5015003	BUILDING R & M SERVICES	104831	PESTMASTER SERVICES L.P.	00	02/19/2026	$238.00
Mare Island Base Reuse Fd Total								**$238.00**
Mare Island Cfd 2002-1	00838886	1122615-5014019	OTHER R/M SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$12.00

Mare Island Cfd 2002-1 Total								**$12.00**
Housing Admin Cfda#14.871	00838772	1212201-5006001	OTHER PROFESSIONAL SERV	104561	ALLECCA	00	02/19/2026	$15,960.00
Housing Admin Cfda#14.871	00838779	1212201-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/19/2026	$57.94
Housing Admin Cfda#14.871	00838782	1212201-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/19/2026	$238.80
Housing Admin Cfda#14.871	00838808	1212201-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$84.60
Housing Admin Cfda#14.871	00838850	1212201-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/19/2026	$3,995.90
Housing Admin Cfda#14.871	00838876	1212201-5010001	PUBLICITY & ADVERTISING	1472	VALLEJO TIMES HERALD	00	02/19/2026	$456.42
Housing Admin Cfda#14.871	00838880	1212201-5011039	LANDLORD/OWNER INCENTIVE	104920	WEBB, LINDA	00	02/19/2026	$500.00
Housing Admin Cfda#14.871	00838886	1212201-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$66.00
Housing Admin Cfda#14.871	00838887	1212201-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$37.85
Housing Admin Cfda#14.871 Total								**$21,397.51**
Outside Funded Services	00838776	129-2079053	Scotts Valley Band of Pomo Ind	104854	AP TRITON, LLC	00	02/19/2026	$6,050.00
Outside Funded Services	00838793	129-2079054	823 MARIN ST. NO 0056-161-040	104849	BRUNZELL HISTORICAL LLC	00	02/19/2026	$400.00
Outside Funded Services	00838818	129-2071067	K B HOMES	104543	ENVIRONMENTAL SCIENCE ASSOCIAT	00	02/19/2026	$8,812.43
Outside Funded Services	00838881	129-2079053	Scotts Valley Band of Pomo Ind	3530	WEST YOST & ASSOCIATES	00	02/19/2026	$23,001.25
Outside Funded Services Total								**$38,263.68**
Solid Waste Disposal	00838775	1352505-5014024	BEAUTIFICATION	104881	AMERICAN INTEGRATED SERVICES,	00	02/19/2026	$3,936.00
Solid Waste Disposal	00838863	1351504-5016003	WASTE DISPOSAL	80	RECOLOGY VALLEJO	00	02/19/2026	$2,097,144.67
Solid Waste Disposal Total								**$2,101,080.67**
Hiddenbrooke Comm Svc Dst	00838845	1383302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/19/2026	$11,233.18
Hiddenbrooke Comm Svc Dst Total								**$11,233.18**
Justice Assistance Grant	00838795	1492401-7031005	FIELD EQUIPMENT	104921	BUSHIDO TACTICAL, LLC	00	02/19/2026	$1,190.00
Justice Assistance Grant Total								**$1,190.00**
Landscape Maint Dist-Adm	00838778	1613302-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/19/2026	$130.50
Landscape Maint Dist-Adm Total								**$130.50**
Costa Del Rio (Seaview)	00838822	1663302-5015039	R/M REHABILITATION	102333	FASTSIGNS-AMERICAN CANYON	00	02/19/2026	$349.60
Costa Del Rio (Seaview) Total								**$349.60**
Cimarron Hill/Madigan Lmd	00838873	1713302-5015039	R/M REHABILITATION	141	TRI-CITY FENCE CO., INC.	00	02/19/2026	$3,329.00
Cimarron Hill/Madigan Lmd Total								**$3,329.00**
N/E Quadrant Lmd	00838845	1783302-5015005	GROUNDS R/M SERVICES	101852	NEW IMAGE LANDSCAPE INC	00	02/19/2026	$16,664.00
N/E Quadrant Lmd Total								**$16,664.00**
Garthe Ranch Lmd	00838813	1803302-5015039	R/M REHABILITATION	3360	E Z TREE INC	00	02/19/2026	$385.00
Garthe Ranch Lmd Total								**$385.00**
Glen Cove I & Ii-Ctry Pl	00838813	1823302-5015039	R/M REHABILITATION	3360	E Z TREE INC	00	02/19/2026	$2,887.00
Glen Cove I & Ii-Ctry Pl Total								**$2,887.00**
PLANNING & DEVELOPMENT SERVIC	00838767	1931501-5014020	OTHER SUPPLIES	173	7 FLAGS CAR WASH & EXPRESS LUB	00	02/19/2026	$16.00
PLANNING & DEVELOPMENT SERVIC	00838773	1931501-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/19/2026	$58.17
PLANNING & DEVELOPMENT SERVIC	00838808	1931503-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$24.15
PLANNING & DEVELOPMENT SERVIC	00838832	1931501-5007003	PRINTING & BINDING	1054	INLAND BUSINESS MACHINES, INC	00	02/19/2026	$433.88
PLANNING & DEVELOPMENT SERVIC	00838843	1931501-5007003	PRINTING & BINDING	1428	MINUTEMAN PRESS	00	02/19/2026	$66.75
PLANNING & DEVELOPMENT SERVIC	00838882	1931501-5008001	TRAINING & CONFERENCES	9209209	WILLIAM COLLINS	00	02/19/2026	$320.80
PLANNING & DEVELOPMENT SERVIC	00838885	1931501-5007003	PRINTING & BINDING	103452	WIZIX TECHNOLOGY GROUP, INC.	00	02/19/2026	$157.94
PLANNING & DEVELOPMENT SERVIC	00838886	1931501-5007003	PRINTING & BINDING	102829	XEROX CORPORATION	00	02/19/2026	$467.01
PLANNING & DEVELOPMENT SERVIC	00838886	1931507-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$48.00
PLANNING & DEVELOPMENT SERVIC	00838887	1931501-5007003	PRINTING & BINDING	102829	XEROX CORPORATION	00	02/19/2026	$447.63
PLANNING & DEVELOPMENT SERVIC Total								**$2,040.33**
Multi Year Programs	00838773	1941901-7031003	COMPUTER EQUIPMENT	103767	AMAZON CAPITAL SERVICES, INC.	00	02/19/2026	($173.39)
Multi Year Programs	00838782	1942502-7006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/19/2026	$13,870.85
Multi Year Programs	00838798	1941901-7031003	COMPUTER EQUIPMENT	100212	CDWG INC.	00	02/19/2026	$89.76
Multi Year Programs	00838846	1941901-7031003	COMPUTER EQUIPMENT	104372	ODP BUSINESS SOLUTIONS LLC	00	02/19/2026	$155.52
Multi Year Programs	00838875	1942502-7035001	EQUIPMENT LEASE	3206	VALLEJO CITY UNIFIED SCHOOL DI	00	02/19/2026	$11,555.56
Multi Year Programs Total								**$25,498.30**
Capital Outlay Fund	00838816	2012602-7015003	BUILDING R & M SERVICES	103967	ENERGY ETC, INC.	00	02/19/2026	$400.00
Capital Outlay Fund	00838817	2012602-7034001	SITE IMPROVEMENTS	104429	ENPRO ELEVATOR, INC.	00	02/19/2026	$11,790.00
Capital Outlay Fund	00838825	2012602-7034001	SITE IMPROVEMENTS	741	GENERAL PLUMBING SUPPLY CO INC	00	02/19/2026	$626.07
Capital Outlay Fund	00838831	2012602-7034001	SITE IMPROVEMENTS	752	HOME DEPOT CREDIT SERVICES	00	02/19/2026	$274.95
Capital Outlay Fund	00838833	2012502-7034001	SITE IMPROVEMENTS	101915	INTERWEST CONSULTING GROUP,INC	00	02/19/2026	$318.28
Capital Outlay Fund	00838852	201-2030000	RETENTIONS PAYABLE	104701	PAVEMENT COATINGS CO.	00	02/19/2026	$6,589.28
Capital Outlay Fund	00838853	2012602-7034001	SITE IMPROVEMENTS	1600	PEARSON'S APPLIANCE INC	00	02/19/2026	$5,293.16
Capital Outlay Fund	00838861	2012602-7034001	SITE IMPROVEMENTS	102508	R&S ERECTION OF VALLEJO, INC	00	02/19/2026	$6,634.85
Capital Outlay Fund	00838868	2012082-8006001	OTHER PROFESSIONAL SERV	1395	SOLANO EDC	00	02/19/2026	$125,000.00
Capital Outlay Fund	00838871	2012604-7034001	SITE IMPROVEMENTS	104422	VULCAN MATERIALS CO - WESTERN	00	02/19/2026	$4,105.70
Capital Outlay Fund Total								**$161,032.29**
Bridge Construction	00838806	2042502-7034001	SITE IMPROVEMENTS	101920	CSG CONSULTANTS, INC	00	02/19/2026	$8,527.12
Bridge Construction Total								**$8,527.12**
Traffic Congestion Relief	00838785	2192604-7034001	SITE IMPROVEMENTS	249	BAYSHORE MATERIALS, INC.	00	02/19/2026	$1,110.03
Traffic Congestion Relief	00838787	2192604-7034001	SITE IMPROVEMENTS	104424	BIG CREEK LUMBER	00	02/19/2026	$2,695.37
Traffic Congestion Relief	00838828	2192604-7034001	SITE IMPROVEMENTS	103877	GREEN VALLEY ALOHA SAW AND MOW	00	02/19/2026	$411.24
Traffic Congestion Relief	00838831	2192604-7034001	SITE IMPROVEMENTS	752	HOME DEPOT CREDIT SERVICES	00	02/19/2026	$921.10
Traffic Congestion Relief Total								**$5,137.74**
Capital Grant & Contribtn	00838797	221-2030000	RETENTIONS PAYABLE	104814	CALIFORNIA ENGINEERING CONTRAC	00	02/19/2026	($36,036.00)
Capital Grant & Contribtn	00838797	2212502-7034001	SITE IMPROVEMENTS	104814	CALIFORNIA ENGINEERING CONTRAC	00	02/19/2026	$720,720.07
Capital Grant & Contribtn	00838806	2212502-7034001	SITE IMPROVEMENTS	101920	CSG CONSULTANTS, INC	00	02/19/2026	$65,815.72
Capital Grant & Contribtn	00838829	2211301-7021056	SUBAWARDS/SUBGRANTEES	104279	HEALTHY VALLEJO COMMUNITY SUPP	00	02/19/2026	$8,706.00
Capital Grant & Contribtn Total								**$759,205.79**
Road Maint/Rehab Act Fund	00838837	226-2030000	RETENTIONS PAYABLE	103341	KEREX ENGINEERING INC.	00	02/19/2026	($10,955.66)
Road Maint/Rehab Act Fund	00838837	2262502-7034001	SITE IMPROVEMENTS	103341	KEREX ENGINEERING INC.	00	02/19/2026	$219,113.30
Road Maint/Rehab Act Fund Total								**$208,157.64**
MEASURE P	00838794	2282502-7034007	PROFESSIONAL SERVICES	3714	BSK ASSOCIATES	00	02/19/2026	$35,206.50
MEASURE P	00838797	228-2030000	RETENTIONS PAYABLE	104814	CALIFORNIA ENGINEERING CONTRAC	00	02/19/2026	($4,668.85)
MEASURE P	00838797	2282502-7034001	SITE IMPROVEMENTS	104814	CALIFORNIA ENGINEERING CONTRAC	00	02/19/2026	$93,376.93
MEASURE P	00838823	2282502-7034019	IMPROVEMENTS MP STREET	100727	FEHR & PEERS	00	02/19/2026	$7,709.13
MEASURE P Total								**$131,623.71**
Water	00838770	4012710-5015024	OTHER SERVICES	102719	AIRGAS USA, LLC	00	02/19/2026	$137.06
Water	00838773	4012708-5014013	GENERAL R/M SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/19/2026	$163.33
Water	00838781	4012701-5009001	DUES & PUBLICATIONS	1355	AWWA	00	02/19/2026	$347.00
Water	00838782	4012709-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/19/2026	$2,453.37
Water	00838788	4012708-5014013	GENERAL R/M SUPPLIES	104424	BIG CREEK LUMBER	00	02/19/2026	$6.87
Water	00838801	4012704-5015002	LAUNDRY & SANITATION	101351	CINTAS	00	02/19/2026	$146.58
Water	00838801	4012708-5015002	LAUNDRY & SANITATION	101351	CINTAS	00	02/19/2026	$1,139.01
Water	00838807	4012705-5015005	GROUNDS R/M SERVICES	101246	DEPT OF FORESTRY & FIRE PROTEC	00	02/19/2026	$7,499.89

Water	00838808	4011705-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$24.15
Water	00838808	4012701-5015024	OTHER SERVICES	104309	DIABLO PAPER SHREDDING, LLC	00	02/19/2026	$21.15
Water	00838811	4012708-5015024	OTHER SERVICES	104289	DXP ENTERPRISES, INC.	00	02/19/2026	$4,672.13
Water	00838813	4012708-5015005	GROUNDS R/M SERVICES	3360	E Z TREE INC	00	02/19/2026	$1,850.00
Water	00838815	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02171	EMGEM, LLC	00	02/19/2026	$7.51
Water	00838817	4012708-5015003	BUILDING R & M SERVICES	104429	ENPRO ELEVATOR, INC.	00	02/19/2026	$1,470.00
Water	00838828	4012710-5015004	EQUIPMENT R/M SERVICES	103877	GREEN VALLEY ALOHA SAW AND MOW	00	02/19/2026	$2,131.18
Water	00838830	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02174	HO, ALICE	00	02/19/2026	$561.75
Water	00838831	4012712-5014013	GENERAL R/M SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/19/2026	$163.61
Water	00838831	4012713-5014013	GENERAL R/M SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/19/2026	$21.57
Water	00838836	4012705-5015024	OTHER SERVICES	1554	JOHNNY ON THE SPOT	00	02/19/2026	$279.34
Water	00838836	4012708-5015024	OTHER SERVICES	1554	JOHNNY ON THE SPOT	00	02/19/2026	$415.53
Water	00838836	4012710-5015024	OTHER SERVICES	1554	JOHNNY ON THE SPOT	00	02/19/2026	$433.09
Water	00838848	4012707-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/19/2026	$168,828.90
Water	00838848	4012709-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/19/2026	$369.06
Water	00838851	4011705-5015024	OTHER SERVICES	1402	PACIFIC STORAGE	00	02/19/2026	$97.70
Water	00838854	4012709-5014011	CHEMICAL SUPPLIES	104434	PENCCO, INC.	00	02/19/2026	$10,178.99
Water	00838857	4012708-5014013	GENERAL R/M SUPPLIES	102573	PLATT ELECTRIC SUPPLY	00	02/19/2026	$675.13
Water	00838858	4012709-5014011	CHEMICAL SUPPLIES	100524	POLYDYNE INC	00	02/19/2026	$16,124.82
Water	00838860	4012704-5015013	LABORATORY SERVICES	104689	PURETEC INDUSTRIAL WATER	00	02/19/2026	$6.33
Water	00838862	4012709-5016003	WASTE DISPOSAL	80	RECOLOGY VALLEJO	00	02/19/2026	$151.68
Water	00838866	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02175	SHAFAGHI, FARZANEH	00	02/19/2026	$770.51
Water	00838869	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02172	SOLIS, VANESSA Y.	00	02/19/2026	$59.21
Water	00838872	4012708-5015069	SCADA & CALIBRATION SRVCS	2355	TELSTAR INSTRUMENTS	00	02/19/2026	$6,662.40
Water	00838874	4012709-5014011	CHEMICAL SUPPLIES	1645	UNIVAR SOLUTIONS USA INC.	00	02/19/2026	$4,758.11
Water	00838877	4012708-5031001	MISC EQUIPMENT	102814	W W GRAINGER INC.	00	02/19/2026	$2,631.95
Water	00838877	4012713-5014013	GENERAL R/M SUPPLIES	102814	W W GRAINGER INC.	00	02/19/2026	$382.97
Water	00838879	4012709-5008001	TRAINING & CONFERENCES	103504	WATERWISEPRO TRAINING	00	02/19/2026	$300.00
Water	00838884	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02173	WITTROCK, KEVIN E	00	02/19/2026	$40.17
Water	00838886	4011705-5015004	EQUIPMENT R/M SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$66.00
Water	00838886	4012701-5015024	OTHER SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$78.00
Water	00838886	4012704-5015024	OTHER SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$30.00
Water	00838886	4012708-5015024	OTHER SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$54.00
Water	00838886	4012709-5015024	OTHER SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$18.00
Water	00838886	4012710-5015024	OTHER SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$12.00
Water	00838886	4012711-5015024	OTHER SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$18.00
Water Total								**$236,258.05**
Travis Water Operating	00838786	4022708-5015024	OTHER SERVICES	2310	BELL PRODUCTS, INC.	00	02/19/2026	$1,924.25
Travis Water Operating	00838817	4022708-5015024	OTHER SERVICES	104429	ENPRO ELEVATOR, INC.	00	02/19/2026	$3,150.00
Travis Water Operating	00838842	4022709-5014011	CHEMICAL SUPPLIES	103734	MESSER LLC	00	02/19/2026	$1,667.84
Travis Water Operating	00838848	4022707-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/19/2026	$2,334.39
Travis Water Operating	00838848	4022709-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/19/2026	$14,105.88
Travis Water Operating	00838855	4022708-5015024	OTHER SERVICES	104831	PESTMASTER SERVICES L.P.	00	02/19/2026	$119.00
Travis Water Operating	00838860	4022704-5015013	LABORATORY SERVICES	104689	PURETEC INDUSTRIAL WATER	00	02/19/2026	$6.33
Travis Water Operating	00838886	4022709-5015024	OTHER SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$36.00
Travis Water Operating Total								**$23,343.69**
Green Valley/Curry Lakes	00838807	4032705-5015005	GROUNDS R/M SERVICES	101246	DEPT OF FORESTRY & FIRE PROTEC	00	02/19/2026	$6,176.38
Green Valley/Curry Lakes	00838819	4032704-5015013	LABORATORY SERVICES	102232	EUROFINS EATON ANALYTICAL, INC	00	02/19/2026	$216.00
Green Valley/Curry Lakes	00838836	4032705-5015024	OTHER SERVICES	1554	JOHNNY ON THE SPOT	00	02/19/2026	$213.57
Green Valley/Curry Lakes	00838836	4032708-5015024	OTHER SERVICES	1554	JOHNNY ON THE SPOT	00	02/19/2026	$213.57
Green Valley/Curry Lakes	00838848	4032705-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/19/2026	$741.58
Green Valley/Curry Lakes	00838848	4032707-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/19/2026	$548.74
Green Valley/Curry Lakes	00838848	4032709-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/19/2026	$10,607.07
Green Valley/Curry Lakes	00838855	4032705-5015024	OTHER SERVICES	104831	PESTMASTER SERVICES L.P.	00	02/19/2026	$119.00
Green Valley/Curry Lakes	00838860	4032704-5015013	LABORATORY SERVICES	104689	PURETEC INDUSTRIAL WATER	00	02/19/2026	$6.34
Green Valley/Curry Lakes	00838886	4032709-5015024	OTHER SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$18.00
Green Valley/Curry Lakes Total								**$18,860.25**
Water Fac Tax/Connect Fee	00838812	4042715-7043089	METER REPLACEMENT PROGRAM	104173	E SOURCE COMPANIES LLC	00	02/19/2026	$42,586.33
Water Fac Tax/Connect Fee	00838826	4042715-7043057	CORDELIA UNIT NO 3 EMRGCY	102109	GHD INC.	00	02/19/2026	$5,580.49
Water Fac Tax/Connect Fee	00838833	4042715-7043090	SKYVIEW TANK REPAIR PROJ	101915	INTERWEST CONSULTING GROUP,INC	00	02/19/2026	$1,435.00
Water Fac Tax/Connect Fee	00838881	4042715-7047009	MARE ISLAND BOOSTER PUMPS	3530	WEST YOST & ASSOCIATES	00	02/19/2026	$1,107.25
Water Fac Tax/Connect Fee Total								**$50,709.07**
Lakes Capital Fund	00838810	4112716-7043091	LAKE FREY DAM IMPROVEMENT	2431	DRS MARINE INC.	00	02/19/2026	$8,826.27
Lakes Capital Fund	00838833	4112716-7043091	LAKE FREY DAM IMPROVEMENT	101915	INTERWEST CONSULTING GROUP,INC	00	02/19/2026	$1,127.50
Lakes Capital Fund Total								**$9,953.77**
Marina	00838886	4152802-5015024	OTHER SERVICES	102829	XEROX CORPORATION	00	02/19/2026	$18.00
Marina Total								**$18.00**
Vjo Station Prkg Strcture	00838817	4312506-7034001	SITE IMPROVEMENTS	104429	ENPRO ELEVATOR, INC.	00	02/19/2026	$5,820.00
Vjo Station Prkg Strcture Total								**$5,820.00**
Fiber Enterprise Fund	00838867	4321305-8034001	SITE IMPROVEMENTS	104338	SMART FIBER NETWORKS INC	00	02/19/2026	$14,899.80
Fiber Enterprise Fund Total								**$14,899.80**
Corporation Shop	00838787	5012901-5014013	GENERAL R/M SUPPLIES	104424	BIG CREEK LUMBER	00	02/19/2026	$39.65
Corporation Shop	00838789	5012901-5014013	GENERAL R/M SUPPLIES	101775	BIG SKY ENTERPRISES	00	02/19/2026	$165.75
Corporation Shop	00838800	5012901-5014018	SMALL TOOL & INSTRUMENTS	9209008	CHRISTIAN PANGILINAN	00	02/19/2026	$141.99
Corporation Shop	00838801	5012901-5015002	LAUNDRY & SANITATION	101351	CINTAS	00	02/19/2026	$1,077.06
Corporation Shop	00838821	5012901-5014013	GENERAL R/M SUPPLIES	102676	FACTORY MOTOR PARTS	00	02/19/2026	$398.73
Corporation Shop	00838822	5012901-5014013	GENERAL R/M SUPPLIES	102333	FASTSIGNS-AMERICAN CANYON	00	02/19/2026	$191.91
Corporation Shop	00838824	5012901-5014013	GENERAL R/M SUPPLIES	101853	FORD LINCOLN FAIRFIELD	00	02/19/2026	$2,228.41
Corporation Shop	00838834	5012901-5015027	AUTO R/M SERVICES	101925	IRON STEED HARLEY-DAVIDSON	00	02/19/2026	$3,433.16
Corporation Shop	00838859	5012901-5014013	GENERAL R/M SUPPLIES	101155	POWER PLAN	00	02/19/2026	$1,648.34
Corporation Shop	00838886	5012901-5013001	MISC. EXPENSES	102829	XEROX CORPORATION	00	02/19/2026	$30.00
Corporation Shop Total								**$9,355.00**
General Liability	00838839	5081804-5006004	LEGAL FEES	9208864	KRISTOFFER JACOB	00	02/19/2026	$165.20
General Liability	00838886	5081802-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/19/2026	$36.00
General Liability Total								**$201.20**
Workers Comp	00838790	5091802-5014001	OFFICE SUPPLIES	100624	READYREFRESH	00	02/19/2026	$79.95
Workers Comp	00838841	5091803-5006002	CLAIM ADMINISTRATOR FEES	104470	LWP CLAIMS SOLUTIONS INC	00	02/19/2026	$23,428.83
Workers Comp	00838846	5091802-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/19/2026	$73.69
Workers Comp Total								**$23,582.47**
Total for Check Date 02/19/2026								**$3,991,923.65**

City of Vallejo

VAAP355C AP Council Expenditures

Check Date: Feb 26, 2026

Selected Criteria: Bank(s) 00

Report Generated on Feb 26, 2026 12:04:48 PM

Fund	Check Number	GL Account	Object Desc	Vendor	Vendor Name	Bank ID	Check Date	Amount
General Fund	00838889	0012502-5015024	OTHER SERVICES	173	7 FLAGS CAR WASH & EXPRESS LUB	00	02/26/2026	$8.00
General Fund	00838890	0012301-5016001	GAS & ELECTRICITY	100436	ABAG PUBLICLY OWNED ENERGY RES	00	02/26/2026	$2,001.29
General Fund	00838890	0012401-5016001	GAS & ELECTRICITY	100436	ABAG PUBLICLY OWNED ENERGY RES	00	02/26/2026	$735.13
General Fund	00838890	0012602-5016001	GAS & ELECTRICITY	100436	ABAG PUBLICLY OWNED ENERGY RES	00	02/26/2026	$2,913.54
General Fund	00838890	0012619-5016001	GAS & ELECTRICITY	100436	ABAG PUBLICLY OWNED ENERGY RES	00	02/26/2026	$220.69
General Fund	00838892	0011801-5006016	RECRUITMENT SVCS & SUPPLI	104781	ALL STAR TALENT INC.	00	02/26/2026	$28,125.00
General Fund	00838893	0012502-4030010	MAPS	T000175	ALLSTAR SMOG STATION, CORP.	00	02/26/2026	$677.46
General Fund	00838894	0011801-5006001	OTHER PROFESSIONAL SERV	102900	ALTA LANGUAGE SERVICE, INC	00	02/26/2026	$429.00
General Fund	00838895	0011801-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$643.46
General Fund	00838895	0012302-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$23.19
General Fund	00838895	0012302-5014022	CLEANING SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$150.04
General Fund	00838895	0012402-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$83.86
General Fund	00838895	0012405-5014002	COMPUTER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$34.08
General Fund	00838895	0012407-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$388.33
General Fund	00838895	0012414-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$26.83
General Fund	00838895	0012601-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$23.95
General Fund	00838895	0012602-5014013	GENERAL R/M SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$58.59
General Fund	00838895	0012604-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$81.90
General Fund	00838897	0012407-5008001	TRAINING & CONFERENCES	9208454	ANTHONY ABEYTA	00	02/26/2026	$225.00
General Fund	00838900	0012301-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/26/2026	$2,304.54
General Fund	00838903	0011901-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/26/2026	$909.08
General Fund	00838904	0012401-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/26/2026	$5,230.45
General Fund	00838907	0012401-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$3,819.59
General Fund	00838908	0012301-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$1,384.18
General Fund	00838910	0012602-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/26/2026	$2,281.89
General Fund	00838911	0012302-5014020	OTHER SUPPLIES	854	BAUER COMPRESSORS	00	02/26/2026	$8,662.46
General Fund	00838911	0012302-5015004	EQUIPMENT R/M SERVICES	854	BAUER COMPRESSORS	00	02/26/2026	$448.69
General Fund	00838913	0012401-5015024	OTHER SERVICES	1064	BAY ALARM CO.	00	02/26/2026	$395.00
General Fund	00838920	0012302-5014020	OTHER SUPPLIES	104424	BIG CREEK LUMBER	00	02/26/2026	$39.31
General Fund	00838923	0012306-5014012	MEDICAL SUPPLIES	3938	BOUND TREE MEDICAL, LLC	00	02/26/2026	$3,532.94
General Fund	00838925	0011601-5006004	LEGAL FEES	101845	LAW OFFICES OF BURKE, WILLIAMS	00	02/26/2026	$1,373.50
General Fund	00838926	0012304-5008010	FIRE ACADEMY	102551	CA GOVERNOR'S OFFICE EMERGENCY	00	02/26/2026	$100.00
General Fund	00838927	0012301-5014005	CLOTHING & UNIFORMS	104287	CAL UNIFORMS	00	02/26/2026	$373.00
General Fund	00838929	0011801-5006016	RECRUITMENT SVCS & SUPPLI	104078	CENTER FOR DRUG & ALCOHOL TEST	00	02/26/2026	$1,145.00
General Fund	00838936	0012302-5015024	OTHER SERVICES	104917	COAST FIRE EQUIPMENT, INC.	00	02/26/2026	$1,575.00
General Fund	00838937	0012306-5014012	MEDICAL SUPPLIES	2262	COMPLETE WELDER SUPPLY, INC.	00	02/26/2026	$358.49
General Fund	00838941	0012304-5008010	FIRE ACADEMY	2425	CRUISE MASTER PRISMS, INC.	00	02/26/2026	$293.80
General Fund	00838944	0012401-5015080	COMM ENGAGE SVCS & SUPPLI	T000173	DAYNA SYKES	00	02/26/2026	$244.15
General Fund	00838945	0012407-5015024	OTHER SERVICES	3911	DEPARTMENT OF JUSTICE	00	02/26/2026	$394.00
General Fund	00838953	0012502-5006001	OTHER PROFESSIONAL SERV	103969	F.J. KENNEDY AND ASSOCIATES, I	00	02/26/2026	$263.50
General Fund	00838956	0012302-5015004	EQUIPMENT R/M SERVICES	100778	FITGUARD INC	00	02/26/2026	$480.00
General Fund	00838959	0012401-5015080	COMM ENGAGE SVCS & SUPPLI	T000171	FRANCINE KENNEDY. ANGELS WITH	00	02/26/2026	$293.43
General Fund	00838961	0012407-5008001	TRAINING & CONFERENCES	104603	GOLDEN PERFORMANCE MANAGEMENT	00	02/26/2026	$1,500.00
General Fund	00838963	0012407-5015077	Polygraph Services	103688	GRAHAM POLYGRAPH	00	02/26/2026	$1,750.00
General Fund	00838968	0012401-5015080	COMM ENGAGE SVCS & SUPPLI	T000170	HIDDENBROOKE HOME OWNERS ASSOC	00	02/26/2026	$300.00
General Fund	00838969	0012302-5014019	OTHER R/M SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/26/2026	$375.77
General Fund	00838969	0012304-5008010	FIRE ACADEMY	752	HOME DEPOT CREDIT SERVICES	00	02/26/2026	$1,588.15
General Fund	00838969	0012501-5013001	MISC. EXPENSES	752	HOME DEPOT CREDIT SERVICES	00	02/26/2026	$63.58
General Fund	00838969	0012619-5014013	GENERAL R/M SUPPLIES	752	HOME DEPOT CREDIT SERVICES	00	02/26/2026	$598.63
General Fund	00838973	0012302-5014020	OTHER SUPPLIES	2439	IRVINE & JACHENS	00	02/26/2026	$319.81
General Fund	00838974	0012301-5016001	GAS & ELECTRICITY	1292	ISLAND ENERGY	00	02/26/2026	$5,620.47
General Fund	00838979	0011801-5006033	PHYSICAL EXAMS	2231	KAISER PERMANENTE OHSS	00	02/26/2026	$1,951.00
General Fund	00838984	0012610-5015001	CLEANING & JANITORIAL	104681	KLEEN TECH SERVICES LLC	00	02/26/2026	$1,435.00
General Fund	00838985	0011601-5006004	LEGAL FEES	100767	KRAMER WORKPLACE INVESTIGATION	00	02/26/2026	$17,422.50
General Fund	00838988	0011601-5006004	LEGAL FEES	101824	LAW OFFICE OF LINDA L. DAUBE,	00	02/26/2026	$13,041.00
General Fund	00838989	0011601-5006004	LEGAL FEES	100985	LAW OFFICES OF COLANTUONO.HIGH	00	02/26/2026	$37.50
General Fund	00838991	0012606-5014005	CLOTHING & UNIFORMS	9209286	LEON, JULIAN	00	02/26/2026	$300.00
General Fund	00838992	0011601-5006014	COMPUTER SOFTWARE MAINT	2482	LEXISNEXIS	00	02/26/2026	$1,558.00
General Fund	00838993	0011601-5009002	LAW LIBRARY PUBLICATIONS	1095	LEXISNEXIS MATTHEW BENDER	00	02/26/2026	$568.31
General Fund	00838994	0011601-5006014	COMPUTER SOFTWARE MAINT	102543	LEXISNEXIS RISK SOLUTIONS FL,	00	02/26/2026	$200.00
General Fund	00838995	0011601-5006004	LEGAL FEES	128	LAW OFFICES OF LIEBERT, CASSID	00	02/26/2026	$760.00
General Fund	00838995	0011801-5008001	TRAINING & CONFERENCES	128	LAW OFFICES OF LIEBERT, CASSID	00	02/26/2026	$3,910.00
General Fund	00838996	0012602-5014013	GENERAL R/M SUPPLIES	101993	LINDE GAS & EQUIPMENT INC.	00	02/26/2026	$122.40
General Fund	00838998	0011601-5006004	LEGAL FEES	104646	LITTLER MENDELSON PC	00	02/26/2026	$3,053.00
General Fund	00839001	0011601-5006004	LEGAL FEES	104904	ZAVIEH LAW LLC	00	02/26/2026	$1,530.00
General Fund	00839002	0011601-5006004	LEGAL FEES	104715	MICHAEL SULLIVAN & ASSOCIATES	00	02/26/2026	$406.00
General Fund	00839003	0012401-5008001	TRAINING & CONFERENCES	104420	MII TRAINING INNOVATIONS, LLC	00	02/26/2026	$950.00
General Fund	00839006	0011801-5006001	OTHER PROFESSIONAL SERV	101616	MUNICIPAL RESOURCE GROUP LLC	00	02/26/2026	$3,881.25
General Fund	00839008	0011601-5006001	OTHER PROFESSIONAL SERV	102853	NATIONWIDE LEGAL, LLC	00	02/26/2026	$949.20
General Fund	00839009	0011801-5015024	OTHER SERVICES	103721	NAVIA BENEFIT SOLUTIONS, INC.	00	02/26/2026	$2,106.50
General Fund	00839010	0012405-5015024	OTHER SERVICES	102591	NET TRANSCRIPTS INC.	00	02/26/2026	$119.76
General Fund	00839013	0013302-5015005	GROUNDS R/M SERVICES	1175	NORTH BAY LANDSCAPE MANAGEMENT	00	02/26/2026	$8,805.47
General Fund	00839014	0011601-5006004	LEGAL FEES	104757	NOSSAMAN LLP	00	02/26/2026	$119.00
General Fund	00839015	0011801-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/26/2026	$229.20
General Fund	00839015	0012401-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/26/2026	$64.23
General Fund	00839015	0012501-5013001	MISC. EXPENSES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/26/2026	$1,608.75
General Fund	00839016	0011601-5006004	LEGAL FEES	104288	OPPENHEIMER INVESTIGATIONS GRP	00	02/26/2026	$6,216.00
General Fund	00839019	0012301-5006001	OTHER PROFESSIONAL SERV	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/26/2026	$16,358.29
General Fund	00839020	0011701-5015024	OTHER SERVICES	1402	PACIFIC STORAGE	00	02/26/2026	$324.45
General Fund	00839020	0012502-5015024	OTHER SERVICES	1402	PACIFIC STORAGE	00	02/26/2026	$369.64
General Fund	00839025	0012303-5010001	PUBLICITY & ADVERTISING	100176	POSITIVE PROMOTIONS	00	02/26/2026	$379.95
General Fund	00839026	0012401-5009001	DUES & PUBLICATIONS	102944	PRYOR LEARNING SOLUTIONS, INC.	00	02/26/2026	$498.00
General Fund	00839033	0012401-5015080	COMM ENGAGE SVCS & SUPPLI	T000172	RENE PERRYMAN	00	02/26/2026	$184.37
General Fund	00839034	0011601-5006004	LEGAL FEES	104073	RENNE PUBLIC LAW GROUP	00	02/26/2026	$7,656.50
General Fund	00839036	0012304-5008001	TRAINING & CONFERENCES	104674	RESTORATION FIRST RESPONDER NE	00	02/26/2026	$330.00
General Fund	00839038	0012407-5008001	TRAINING & CONFERENCES	9209218	RICE, JESSICA	00	02/26/2026	$528.10
General Fund	00839039	0012502-5009001	DUES & PUBLICATIONS	9208083	SEAN TAYLOR	00	02/26/2026	$185.00
General Fund	00839042	001-2070976	SOLANO CNTY-PARK FINE FEE	1356	SOLANO COUNTY AUDITOR-CONTROLL	00	02/26/2026	$1,462.50

General Fund	00839045	0011601-5006001	OTHER PROFESSIONAL SERV	104887	STUTZMAN, ROBERT D.	00	02/26/2026	$8,983.34
General Fund	00839049	0012405-5015079	TECHNICAL SERVICES	101368	T-MOBILE USA	00	02/26/2026	$515.00
General Fund	00839052	0012602-5014013	GENERAL R/M SUPPLIES	550	THE SHERWIN-WILLIAMS CO.	00	02/26/2026	$115.06
General Fund	00839054	001-2079035	DEPOSIT PAYABLE/POLICE EVIDENC	T000176	TYLER BINGHAM	00	02/26/2026	$1,254.00
General Fund	00839058	0011801-5008001	TRAINING & CONFERENCES	9207619	VANESSA GARCIA	00	02/26/2026	$71.05
General Fund	00839059	0012415-5015024	OTHER SERVICES	104554	VERITONE, INC.	00	02/26/2026	$816.00
General Fund	00839061	0012401-5015080	COMM ENGAGE SVCS & SUPPLI	T000169	VISTA NEIGHBORHOOD ASSOC	00	02/26/2026	$300.00
General Fund	00839062	0012602-5014013	GENERAL R/M SUPPLIES	102814	W W GRAINGER INC.	00	02/26/2026	$389.35
General Fund	00839063	0012604-5014020	OTHER SUPPLIES	650	WHEELER-SONOMA PRINTERS	00	02/26/2026	$579.03
General Fund	00839066	0012401-5008001	TRAINING & CONFERENCES	9208937	WILLIAMS, NIGEL T	00	02/26/2026	$232.80
General Fund	00839068	0012002-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/26/2026	$358.50
General Fund	00839069	0011601-5024001	MACHINERY & EQUIP RENTAL	102829	XEROX CORPORATION	00	02/26/2026	$436.02
General Fund	00839069	0011701-5015004	EQUIPMENT R/M SERVICES	102829	XEROX CORPORATION	00	02/26/2026	$232.23
General Fund	00839070	0011701-5015004	EQUIPMENT R/M SERVICES	102829	XEROX CORPORATION	00	02/26/2026	$267.66
General Fund	00839073	0012306-5014012	MEDICAL SUPPLIES	2911	ZOLL MEDICAL CORP GPO	00	02/26/2026	$5,409.05
General Fund Total								**$204,447.71**
General Fund Measure B	00838896	0032401-5008011	TRAINING-POLICE ACADEMY	9209320	ANTELME, MATHIEU	00	02/26/2026	$112.07
General Fund Measure B	00838956	0032401-5008013	WELLNESS PROGRAM	100778	FITGUARD INC	00	02/26/2026	$145.00
General Fund Measure B	00838987	0032301-5014005	CLOTHING & UNIFORMS	859	L.N.CURTIS & SONS	00	02/26/2026	$1,255.27
General Fund Measure B	00838987	0032401-5014005	CLOTHING & UNIFORMS	859	L.N.CURTIS & SONS	00	02/26/2026	$1,680.40
General Fund Measure B Total								**$3,192.74**
GENERAL FUND MEASURE P	00838910	0052401-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/26/2026	$9,334.57
GENERAL FUND MEASURE P Total								**$9,334.57**
Home Cfda #14.239	00838966	1022101-5040065	SECURITY DEPOSITS	104319	HARBOR PARK APARTMENTS, LP	00	02/26/2026	$1,807.00
Home Cfda #14.239	00838999	1022101-5040065	SECURITY DEPOSITS	104451	LODESTAR PROPERTIES, INC.	00	02/26/2026	$411.00
Home Cfda #14.239	00839031	1022101-5040065	SECURITY DEPOSITS	104828	RCA CALIFORNIA LLC	00	02/26/2026	$2,075.00
Home Cfda #14.239 Total								**$4,293.00**
Mare Island Base Reuse Fd	00838925	1072001-5006004	LEGAL FEES	101845	LAW OFFICES OF BURKE, WILLIAMS	00	02/26/2026	$1,080.00
Mare Island Base Reuse Fd Total								**$1,080.00**
Mare Island Cfd 2002-1	00839067	1122502-7034001	SITE IMPROVEMENTS	102913	WSP USA INC.	00	02/26/2026	$3,340.49
Mare Island Cfd 2002-1 Total								**$3,340.49**
Housing Admin Cfda#14.871	00838902	1212201-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/26/2026	$154.83
Housing Admin Cfda#14.871	00838910	1212201-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/26/2026	$238.80
Housing Admin Cfda#14.871	00838940	1212201-5015024	OTHER SERVICES	101303	CORELOGIC INFORMATION SOLUTION	00	02/26/2026	$91.45
Housing Admin Cfda#14.871	00838960	1212201-5008001	TRAINING & CONFERENCES	9208724	GILLIAN M HAEN	00	02/26/2026	$578.60
Housing Admin Cfda#14.871	00839015	1212201-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/26/2026	$184.72
Housing Admin Cfda#14.871	00839023	1212201-5014001	OFFICE SUPPLIES	2495	PITNEY BOWES	00	02/26/2026	$607.41
Housing Admin Cfda#14.871	00839023	1212201-5015004	EQUIPMENT R/M SERVICES	2495	PITNEY BOWES	00	02/26/2026	$0.90
Housing Admin Cfda#14.871	00839024	1212201-5015004	EQUIPMENT R/M SERVICES	2495	PITNEY BOWES	00	02/26/2026	$969.04
Housing Admin Cfda#14.871	00839068	1212201-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/26/2026	$156.06
Housing Admin Cfda#14.871 Total								**$2,981.81**
Outside Funded Services	00838925	129-2071215	DDA PROJECT ACCOUNT DEPOS	101845	LAW OFFICES OF BURKE, WILLIAMS	00	02/26/2026	$360.00
Outside Funded Services	00838951	129-2079057	1609 LEWIS BROWN DRIVE	104543	ENVIRONMENTAL SCIENCE ASSOCIAT	00	02/26/2026	$15,388.61
Outside Funded Services	00838962	129-2071215	DDA PROJECT ACCOUNT DEPOS	104709	GOOD CITY COMPANY	00	02/26/2026	$2,959.00
Outside Funded Services	00839000	129-2079056	1125 LOUSIANA STREET	1555	LSA ASSOCIATES, INC.	00	02/26/2026	$7,757.50
Outside Funded Services	00839021	129-2079053	Scotts Valley Band of Pomo Ind	104846	PANDA GAMING LABS LLC FBN: ADV	00	02/26/2026	$10,800.00
Outside Funded Services Total								**$37,265.11**
Hiddenbrooke Comm Svc Dst	00839057	1383302-5015003	BUILDING R & M SERVICES	102365	UNIVERSAL PROTECTION SERVICE,	00	02/26/2026	$22,650.72
Hiddenbrooke Comm Svc Dst Total								**$22,650.72**
Asset Seizure Program	00838952	1392409-5008001	TRAINING & CONFERENCES	9208685	JANETTE PINKSTON	00	02/26/2026	$26.00
Asset Seizure Program	00839030	1392409-5008001	TRAINING & CONFERENCES	9208210	RASHAD HOLLIS	00	02/26/2026	$49.00
Asset Seizure Program Total								**$75.00**
Traffic Offender Veh-Veto	00838947	1402401-5008001	TRAINING & CONFERENCES	9208961	DOMINIC BROCK	00	02/26/2026	$232.80
Traffic Offender Veh-Veto	00838981	1402401-5008001	TRAINING & CONFERENCES	9209264	KELLY, JIMMI	00	02/26/2026	$232.80
Traffic Offender Veh-Veto	00839011	1402401-5008001	TRAINING & CONFERENCES	9208758	NICHOLAS PETRIE	00	02/26/2026	$35.00
Traffic Offender Veh-Veto	00839071	1402401-5008001	TRAINING & CONFERENCES	9209023	YOO, STEPHEN	00	02/26/2026	$232.80
Traffic Offender Veh-Veto Total								**$733.40**
Sup Law Enforcement Grant	00838943	1512401-5006001	OTHER PROFESSIONAL SERV	104862	DANNY MURPHY CONSULTING LLC	00	02/26/2026	$13,200.00
Sup Law Enforcement Grant Total								**$13,200.00**
Landscape Maint Dist-Adm	00838972	1613302-5006001	OTHER PROFESSIONAL SERV	3572	INTERPRETING & CONSULTING SERV	00	02/26/2026	$370.53
Landscape Maint Dist-Adm Total								**$370.53**
Flem Hill/Springtree Lmd	00838949	1723302-5015039	R/M REHABILITATION	3360	E Z TREE INC	00	02/26/2026	$2,500.00
Flem Hill/Springtree Lmd Total								**$2,500.00**
Bordoni Ranch Lmd	00838899	1773302-5016002	TELECOMMUNICATIONS	101538	AT&T CALNET2	00	02/26/2026	$33.68
Bordoni Ranch Lmd Total								**$33.68**
N/E Quadrant Lmd	00838949	1783302-5015039	R/M REHABILITATION	3360	E Z TREE INC	00	02/26/2026	$13,915.00
N/E Quadrant Lmd Total								**$13,915.00**
PLANNING & DEVELOPMENT SERVIC	00838888	1931501-5006001	OTHER PROFESSIONAL SERV	100113	4LEAF INC	00	02/26/2026	$29,814.02
PLANNING & DEVELOPMENT SERVIC	00838893	1931502-4030009	MISC PLANNING REVENUE	T000175	ALLSTAR SMOG STATION, CORP.	00	02/26/2026	$373.66
PLANNING & DEVELOPMENT SERVIC	00838893	1931502-4030025	PERMIT COORDINATION FEE	T000175	ALLSTAR SMOG STATION, CORP.	00	02/26/2026	$50.15
PLANNING & DEVELOPMENT SERVIC	00838893	1931502-4030026	GENERAL PLAN UPDATE FEE	T000175	ALLSTAR SMOG STATION, CORP.	00	02/26/2026	$83.58
PLANNING & DEVELOPMENT SERVIC	00838893	1931502-4030031	TECH SURCHARGE FEE	T000175	ALLSTAR SMOG STATION, CORP.	00	02/26/2026	$66.87
PLANNING & DEVELOPMENT SERVIC	00838893	1931502-4036019	MINOR USE PERMIT	T000175	ALLSTAR SMOG STATION, CORP.	00	02/26/2026	$1,298.06
PLANNING & DEVELOPMENT SERVIC	00838895	1931502-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$15.32
PLANNING & DEVELOPMENT SERVIC	00838895	1931503-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$245.75
PLANNING & DEVELOPMENT SERVIC	00838909	1931503-5008001	TRAINING & CONFERENCES	9209284	AVILA, JOSE	00	02/26/2026	$131.12
PLANNING & DEVELOPMENT SERVIC	00838940	1931501-5014020	OTHER SUPPLIES	101303	CORELOGIC INFORMATION SOLUTION	00	02/26/2026	$124.74
PLANNING & DEVELOPMENT SERVIC	00838940	1931502-5014001	OFFICE SUPPLIES	101303	CORELOGIC INFORMATION SOLUTION	00	02/26/2026	$157.27
PLANNING & DEVELOPMENT SERVIC	00838940	1931503-5007004	SOFTWARE PROGRAMS	101303	CORELOGIC INFORMATION SOLUTION	00	02/26/2026	$502.38
PLANNING & DEVELOPMENT SERVIC	00838967	1931503-5008001	TRAINING & CONFERENCES	9209111	HENRY MORRIS	00	02/26/2026	$110.00
PLANNING & DEVELOPMENT SERVIC	00838978	1931501-5008001	TRAINING & CONFERENCES	9209136	JOSE DE LA O	00	02/26/2026	$255.00
PLANNING & DEVELOPMENT SERVIC	00839070	1931501-5007003	PRINTING & BINDING	102829	XEROX CORPORATION	00	02/26/2026	$537.52
PLANNING & DEVELOPMENT SERVIC Total								**$33,765.44**
Multi Year Programs	00838895	1941901-7031003	COMPUTER EQUIPMENT	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$87.06
Multi Year Programs	00838898	1941901-7007004	SOFTWARE PROGRAMS	104714	ASSURED DATA PROTECTION, INC.	00	02/26/2026	$2,322.50
Multi Year Programs	00838910	1942502-7006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/26/2026	$9,598.00
Multi Year Programs	00838928	1941901-7014052	CYBER SECURITY	100212	CDWG INC.	00	02/26/2026	$100,039.00
Multi Year Programs	00838928	1941901-7031003	COMPUTER EQUIPMENT	100212	CDWG INC.	00	02/26/2026	$1,042.92
Multi Year Programs	00838938	1941901-7016002	TELECOMMUNICATIONS	1374	CONTRA COSTA COUNTY	00	02/26/2026	$861.33
Multi Year Programs	00839041	1941901-7007004	SOFTWARE PROGRAMS	104914	AGREEYA SOLUTIONS INC	00	02/26/2026	$9,999.00
Multi Year Programs	00839047	1941901-7007004	SOFTWARE PROGRAMS	104069	SUPERION, LLC	00	02/26/2026	$126,787.50
Multi Year Programs Total								**$250,737.31**
Capital Outlay Fund	00838938	2011981-8036001	MISC EQUIPMENT	1374	CONTRA COSTA COUNTY	00	02/26/2026	$5,906.00
Capital Outlay Fund	00838940	2012502-7034001	SITE IMPROVEMENTS	101303	CORELOGIC INFORMATION SOLUTION	00	02/26/2026	$112.77

Capital Outlay Fund	00838950	2012502-7034021	IMPROVEMENTS MONSANTO FUND	102175	ENVIRONMENTAL RISK SERVICES CO	00	02/26/2026	$2,806.25
Capital Outlay Fund	00838958	2012502-7034001	SITE IMPROVEMENTS	103733	FOTH & VAN DYKE AND ASSOCIATES	00	02/26/2026	$14,270.22
Capital Outlay Fund	00838969	2012602-7034001	SITE IMPROVEMENTS	752	HOME DEPOT CREDIT SERVICES	00	02/26/2026	$1,517.81
Capital Outlay Fund	00838986	2011901-7007004	SOFTWARE PROGRAMS	104693	KUDO INC.	00	02/26/2026	$28,500.00
Capital Outlay Fund	00839012	2012502-7034001	SITE IMPROVEMENTS	103862	NINYO & MOORE GEOTECH & ENVIRO	00	02/26/2026	$11,761.25
Capital Outlay Fund	00839013	2012602-7015003	BUILDING R & M SERVICES	1175	NORTH BAY LANDSCAPE MANAGEMENT	00	02/26/2026	$1,060.90
Capital Outlay Fund	00839022	2012602-7034001	SITE IMPROVEMENTS	1600	PEARSON'S APPLIANCE INC	00	02/26/2026	$796.43
Capital Outlay Fund	00839028	2012602-7034001	SITE IMPROVEMENTS	104316	R&S GLAZING SPECIALTIES, INC.	00	02/26/2026	$3,279.00
Capital Outlay Fund	00839032	2012602-7015003	BUILDING R & M SERVICES	80	RECOLOGY VALLEJO	00	02/26/2026	$1,221.21
Capital Outlay Fund	00839048	2012604-7034001	SITE IMPROVEMENTS	104422	VULCAN MATERIALS CO - WESTERN	00	02/26/2026	$6,316.28
Capital Outlay Fund	00839056	2012502-7034001	SITE IMPROVEMENTS	3608	UNITED RENTALS (NORTH AMERICA)	00	02/26/2026	$594.80
Capital Outlay Fund	00839056	2012602-7034001	SITE IMPROVEMENTS	3608	UNITED RENTALS (NORTH AMERICA)	00	02/26/2026	$4,938.13
Capital Outlay Fund	00839062	2012602-7034001	SITE IMPROVEMENTS	102814	W W GRAINGER INC.	00	02/26/2026	$2,277.42
Capital Outlay Fund	00839065	2011981-8036001	MISC EQUIPMENT	104663	WHITLEY EVERGREEN, INC.	00	02/26/2026	$22,966.60
Capital Outlay Fund Total								**$108,325.07**
Bridge Construction	00838942	2042502-7034001	SITE IMPROVEMENTS	101920	CSG CONSULTANTS, INC	00	02/26/2026	$7,722.87
Bridge Construction Total								**$7,722.87**
Traffic Congestion Relief	00838969	2192604-7034001	SITE IMPROVEMENTS	752	HOME DEPOT CREDIT SERVICES	00	02/26/2026	$227.09
Traffic Congestion Relief	00839056	2192604-7034001	SITE IMPROVEMENTS	3608	UNITED RENTALS (NORTH AMERICA)	00	02/26/2026	$736.78
Traffic Congestion Relief Total								**$963.87**
Capital Grant & Contribtn	00838942	2212502-7034001	SITE IMPROVEMENTS	101920	CSG CONSULTANTS, INC	00	02/26/2026	$59,608.20
Capital Grant & Contribtn Total								**$59,608.20**
MEASURE P	00839065	2282502-7034001	SITE IMPROVEMENTS	104663	WHITLEY EVERGREEN, INC.	00	02/26/2026	$521.90
MEASURE P Total								**$521.90**
Water	00838890	4012707-5016001	GAS & ELECTRICITY	100436	ABAG PUBLICLY OWNED ENERGY RES	00	02/26/2026	$367.56
Water	00838890	4012709-5016001	GAS & ELECTRICITY	100436	ABAG PUBLICLY OWNED ENERGY RES	00	02/26/2026	$773.58
Water	00838891	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02181	ALFONSO, ADRIAN	00	02/26/2026	$33.60
Water	00838895	4012701-5014001	OFFICE SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$81.93
Water	00838895	4012701-5031007	FURNITURE AND FIXTURE	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$18.55
Water	00838895	4012711-5014020	OTHER SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$61.59
Water	00838905	4011705-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$27.00
Water	00838905	4012701-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$101.00
Water	00838905	4012704-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$13.50
Water	00838905	4012705-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$13.50
Water	00838905	4012708-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$153.75
Water	00838905	4012709-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$61.75
Water	00838905	4012710-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$40.50
Water	00838905	4012712-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$95.50
Water	00838905	4012713-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$37.00
Water	00838905	4012717-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$50.50
Water	00838906	4011705-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$27.00
Water	00838906	4012701-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$59.25
Water	00838906	4012704-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$13.50
Water	00838906	4012705-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$13.50
Water	00838906	4012708-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$156.50
Water	00838906	4012709-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$72.00
Water	00838906	4012710-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$40.50
Water	00838906	4012712-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$59.00
Water	00838906	4012713-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$37.00
Water	00838906	4012717-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$27.00
Water	00838910	4012709-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/26/2026	$4,848.25
Water	00838912	401-1040802	MISC SUPPLIES	711	BAVCO	00	02/26/2026	$10,671.54
Water	00838913	4012708-5015024	OTHER SERVICES	1064	BAY ALARM CO.	00	02/26/2026	$145.98
Water	00838914	4012709-5011038	REGULATORY FEES (LIC & PERM)	1766	BAY AREA AIR QUALITY MGMT DIST	00	02/26/2026	$621.00
Water	00838915	4012710-5014013	GENERAL R/M SUPPLIES	249	BAYSHORE MATERIALS, INC.	00	02/26/2026	$231.19
Water	00838916	4012701-5008003	AUTO MILEAGE REIMBURSE	9208602	BAZZANELLA, CHRISTOPHER	00	02/26/2026	$5.51
Water	00838917	4012708-5015024	OTHER SERVICES	2310	BELL PRODUCTS, INC.	00	02/26/2026	$10,343.37
Water	00838918	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02183	BELTRAN, ROBERTO C.	00	02/26/2026	$114.83
Water	00838920	4012708-5014013	GENERAL R/M SUPPLIES	104424	BIG CREEK LUMBER	00	02/26/2026	$84.53
Water	00838921	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02178	BLAZEJ, LUCIAN ROBERT	00	02/26/2026	$183.92
Water	00838922	4012709-5014023	SAFETY TRAINING SUPPLIES	103262	BOOT BARN INC	00	02/26/2026	$270.38
Water	00838924	4012710-5008001	TRAINING & CONFERENCES	9209310	BURGESS, CODY J	00	02/26/2026	$100.00
Water	00838931	4012704-5015002	LAUNDRY & SANITATION	101351	CINTAS	00	02/26/2026	$134.82
Water	00838931	4012708-5015002	LAUNDRY & SANITATION	101351	CINTAS	00	02/26/2026	$1,073.05
Water	00838931	4012711-5015024	OTHER SERVICES	101351	CINTAS	00	02/26/2026	$298.73
Water	00838932	4012708-5015002	LAUNDRY & SANITATION	101351	CINTAS	00	02/26/2026	$127.95
Water	00838933	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02182	CIRIMELE PROPERTY MANAGEMENT	00	02/26/2026	$60.72
Water	00838934	4012705-5016004	WATER	1228	CITY OF FAIRFIELD	00	02/26/2026	$143.61
Water	00838939	401-1040802	MISC SUPPLIES	102194	CORE & MAIN LP	00	02/26/2026	$28,656.67
Water	00838946	4012705-5015005	GROUNDS R/M SERVICES	101246	DEPT OF FORESTRY & FIRE PROTEC	00	02/26/2026	$3,529.36
Water	00838948	4012708-5015024	OTHER SERVICES	104289	DXP ENTERPRISES, INC.	00	02/26/2026	$2,426.29
Water	00838949	4012705-5015024	OTHER SERVICES	3360	E Z TREE INC	00	02/26/2026	$5,320.00
Water	00838949	4012708-5015005	GROUNDS R/M SERVICES	3360	E Z TREE INC	00	02/26/2026	$23,605.00
Water	00838954	401-1040802	MISC SUPPLIES	101511	FASTENAL COMPANY	00	02/26/2026	$3,457.54
Water	00838954	4012708-5014013	GENERAL R/M SUPPLIES	101511	FASTENAL COMPANY	00	02/26/2026	($72.72)
Water	00838955	401-1040802	MISC SUPPLIES	104091	FERGUSON US HOLDINGS, INC	00	02/26/2026	$10,071.84
Water	00838955	4012710-5014013	GENERAL R/M SUPPLIES	104091	FERGUSON US HOLDINGS, INC	00	02/26/2026	$5,865.93
Water	00838957	4012709-5015024	OTHER SERVICES	104505	FORENSIC ANALYTICAL CONSULTING	00	02/26/2026	$2,860.00
Water	00838964	4012708-5014013	GENERAL R/M SUPPLIES	103877	GREEN VALLEY ALOHA SAW AND MOW	00	02/26/2026	$86.31
Water	00838965	4012704-5014010	LABORATORY SUPPLIES	370	HACH COMPANY	00	02/26/2026	$1,126.74
Water	00838971	401-1040802	MISC SUPPLIES	104559	IMPERIAL SUPPLIES LLC	00	02/26/2026	$1,420.22
Water	00838975	4012701-5013001	MISC. EXPENSES	101979	JAYGAV EMBROIDERY	00	02/26/2026	$293.04
Water	00838976	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02180	JMFGEM, LLC	00	02/26/2026	$65.30
Water	00838977	4012710-5015024	OTHER SERVICES	1554	JOHNNY ON THE SPOT	00	02/26/2026	$382.61
Water	00838984	4012708-5015024	OTHER SERVICES	104681	KLEEN TECH SERVICES LLC	00	02/26/2026	$926.00
Water	00838990	4012701-5006004	LEGAL FEES	1658	LAW OFFICES OF GALLERY & BARTO	00	02/26/2026	$488.00
Water	00838997	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02176	LINDSEY, RICHARD	00	02/26/2026	$121.72
Water	00839004	4012713-5014020	OTHER SUPPLIES	1428	MINUTEMAN PRESS	00	02/26/2026	$594.25
Water	00839005	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02177	MOHSSEN, ADEL	00	02/26/2026	$94.85
Water	00839007	4012708-5014013	GENERAL R/M SUPPLIES	104062	NAPA AUTO PARTS	00	02/26/2026	$33.35
Water	00839015	4012701-5014001	OFFICE SUPPLIES	104372	ODP BUSINESS SOLUTIONS LLC	00	02/26/2026	$220.50
Water	00839017	4012705-5015024	OTHER SERVICES	104550	OWEN EQUIPMENT SALES	00	02/26/2026	$49.96
Water	00839018	401-1040802	MISC SUPPLIES	485	PACE SUPPLY CORPORATION	00	02/26/2026	$1,627.83
Water	00839019	4012707-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/26/2026	$2,831.48

Water	00839019	4012709-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/26/2026	$76,589.03
Water	00839027	401-1030101	MISC ACCOUNTS RECEIVABLE	OT02179	QUIROZ, ERIK	00	02/26/2026	$84.89
Water	00839029	4012710-5008001	TRAINING & CONFERENCES	9209240	RAMIREZ, DAVID	00	02/26/2026	$100.00
Water	00839037	4012708-5014013	GENERAL R/M SUPPLIES	100343	REXEL USA, INC.	00	02/26/2026	$7,841.87
Water	00839037	4012708-5034001	SITE IMPROVEMENTS	100343	REXEL USA, INC.	00	02/26/2026	$65,000.00
Water	00839043	4012701-5015056	SERVICES/CONSERVATION SERVICES	101437	SOLANO RESOURCE CONSERVATION D	00	02/26/2026	$6,840.81
Water	00839044	401-1040802	MISC SUPPLIES	804	STEVENSON SUPPLY & TRACTOR CO	00	02/26/2026	$675.98
Water	00839046	4012708-5015024	OTHER SERVICES	104361	SUMMIT CRANE COMPANY OF SOLANO	00	02/26/2026	$2,016.00
Water	00839048	4012710-5014013	GENERAL R/M SUPPLIES	104422	VULCAN MATERIALS CO - WESTERN	00	02/26/2026	$2,373.00
Water	00839050	4012708-5014013	GENERAL R/M SUPPLIES	103615	TARGET SPECIALTY PRODUCTS	00	02/26/2026	$325.23
Water	00839051	4012708-5015069	SCADA & CALIBRATION SRVCS	2355	TELSTAR INSTRUMENTS	00	02/26/2026	$19,617.25
Water	00839053	4012701-5006001	OTHER PROFESSIONAL SERV	104812	TRPA FISH BIOLOGISTS	00	02/26/2026	$20,887.92
Water	00839055	401-1040802	MISC SUPPLIES	104710	UNDERGROUND REPUBLIC WATER WOR	00	02/26/2026	$3,203.00
Water	00839060	4012708-5016002	TELECOMMUNICATIONS	101316	VERIZON WIRELESS	00	02/26/2026	$116.78
Water	00839064	4012701-5006004	LEGAL FEES	104462	WHITE BRENNER LLP	00	02/26/2026	$14,600.40
Water	00839068	4011705-5014001	OFFICE SUPPLIES	102829	XEROX CORPORATION	00	02/26/2026	$592.17
Water	00839072	4012701-5006001	OTHER PROFESSIONAL SERV	104336	ZANJERO, INC.	00	02/26/2026	$2,420.00
Water	00839074	4012712-5014013	GENERAL R/M SUPPLIES	103205	ZORO TOOLS INC.	00	02/26/2026	$1,682.42
Water Total								**$352,944.26**
Travis Water Operating	00838905	4022709-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$37.00
Travis Water Operating	00838906	4022709-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$37.00
Travis Water Operating	00838930	4022709-5014011	CHEMICAL SUPPLIES	362	CHEMTRADE CHEMICALS US LLC	00	02/26/2026	$3,865.23
Travis Water Operating	00838965	4022704-5014010	LABORATORY SUPPLIES	370	HACH COMPANY	00	02/26/2026	$1,126.75
Travis Water Operating	00838984	4022708-5015024	OTHER SERVICES	104681	KLEEN TECH SERVICES LLC	00	02/26/2026	$1,031.00
Travis Water Operating	00839051	4022708-5015069	SCADA & CALIBRATION SRVCS	2355	TELSTAR INSTRUMENTS	00	02/26/2026	$1,056.80
Travis Water Operating Total								**$7,153.78**
Green Valley/Curry Lakes	00838895	4032708-5014013	GENERAL R/M SUPPLIES	103767	AMAZON CAPITAL SERVICES, INC.	00	02/26/2026	$30.80
Green Valley/Curry Lakes	00838905	4032705-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$13.50
Green Valley/Curry Lakes	00838905	4032709-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$74.00
Green Valley/Curry Lakes	00838906	4032705-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$13.50
Green Valley/Curry Lakes	00838906	4032709-5016002	TELECOMMUNICATIONS	104705	AT&T MOBILITY LLC-CC	00	02/26/2026	$74.00
Green Valley/Curry Lakes	00838934	4032705-5016004	WATER	1228	CITY OF FAIRFIELD	00	02/26/2026	$5,014.10
Green Valley/Curry Lakes	00838946	4032705-5015005	GROUNDS R/M SERVICES	101246	DEPT OF FORESTRY & FIRE PROTEC	00	02/26/2026	$3,529.36
Green Valley/Curry Lakes	00838965	4032704-5014010	LABORATORY SUPPLIES	370	HACH COMPANY	00	02/26/2026	$302.68
Green Valley/Curry Lakes	00839019	4032707-5016001	GAS & ELECTRICITY	961	PACIFIC GAS & ELECTRIC-SACRAME	00	02/26/2026	$112.16
Green Valley/Curry Lakes	00839035	4032709-5016003	WASTE DISPOSAL	1354	REPUBLIC SERVICES, INC	00	02/26/2026	$68.20
Green Valley/Curry Lakes	00839051	4032708-5015069	SCADA & CALIBRATION SRVCS	2355	TELSTAR INSTRUMENTS	00	02/26/2026	$3,179.20
Green Valley/Curry Lakes Total								**$12,411.50**
Marina	00838890	4152802-5016001	GAS & ELECTRICITY	100436	ABAG PUBLICLY OWNED ENERGY RES	00	02/26/2026	$83.79
Marina	00838958	4152801-7034020	SITE IMPROVEMENT GRANT	103733	FOTH & VAN DYKE AND ASSOCIATES	00	02/26/2026	$40,117.75
Marina Total								**$40,201.54**
Vjo Station Prkg Strcture	00838910	4312506-5006015	SECURITY SERVICES	104393	AX9 SECURITY, INC.	00	02/26/2026	$17,598.70
Vjo Station Prkg Strcture	00838984	4312506-5015003	BUILDING R & M SERVICES	104681	KLEEN TECH SERVICES LLC	00	02/26/2026	$2,253.00
Vjo Station Prkg Strcture Total								**$19,851.70**
General Liability	00838901	5081802-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/26/2026	$32.76
General Liability	00838980	5081804-5006004	LEGAL FEES	9208478	KATELYN KNIGHT	00	02/26/2026	$139.13
General Liability	00839008	5081804-5006004	LEGAL FEES	102853	NATIONWIDE LEGAL, LLC	00	02/26/2026	$12.95
General Liability	00839040	5081804-5006002	CLAIM ADMINISTRATOR FEES	104117	SEDGWICK CLAIMS MANAGEMENT SER	00	02/26/2026	$19,494.00
General Liability Total								**$19,678.84**
Workers Comp	00838901	5091802-5016002	TELECOMMUNICATIONS	100414	AT&T MOBILITY - ROC	00	02/26/2026	$32.77
Workers Comp Total								**$32.77**
Payroll Benefits	00838919	602-2040505	DENTAL INSURANCE BENEFIT	103995	BENEFIT COORDINATORS CORP (BCC	00	02/26/2026	$58,125.41
Payroll Benefits	00838935	602-2040525	EMPLOYEE ASSISTANCE PROG	104175	CLAREMONT EAP	00	02/26/2026	$2,626.00
Payroll Benefits	00838970	602-2040501	LONG TERM DISABILITY	77	IAFF, LOCAL 1186	00	02/26/2026	$7,257.00
Payroll Benefits	00838982	602-1142301	RETIREMNT ADVANCES REC.	9208193	KENNETH DOUGHTY	00	02/26/2026	$2,438.35
Payroll Benefits	00838983	602-1142301	RETIREMNT ADVANCES REC.	9208236	KEVIN BARRETO	00	02/26/2026	$2,266.27
Payroll Benefits Total								**$72,713.03**
Total for Check Date 02/26/2026								**$1,306,045.84**

User Name: CITYOFVALLEJO\monica.kaur

City of Vallejo

VAAP357C Vendor Expenditures by Check Date

Check Date: Feb 5, 2026

Selected Criteria: Bank(s) 00

Report Generated on Feb 5, 2026 11:23:42 AM

Vendor	Vendor Name	Bank ID	Check Number	Check Date	Amount
100212	CDWG INC.	00	00838551	02/05/2026	7,695.22
100363	NATIONAL CREDIT REPORTING	00	00838600	02/05/2026	285.70
100414	AT&T MOBILITY - ROC	00	00838533	02/05/2026	468.25
	AT&T MOBILITY - ROC	00	00838534	02/05/2026	456.98
100439	ROSS CAMPBELL INC.	00	00838616	02/05/2026	5,000.00
100458	DIRECT LINE TELE RESPONSE	00	00838559	02/05/2026	224.40
1007	REEVES COMPANY,INC.	00	00838614	02/05/2026	72.80
100965	FAST RESPONSE ON-SITE TESTING,	00	00838565	02/05/2026	4,000.00
100987	LINDE INC	00	00838592	02/05/2026	42,180.90
101246	DEPT OF FORESTRY & FIRE PROTEC	00	00838558	02/05/2026	825.00
101368	T-MOBILE USA	00	00838625	02/05/2026	200.00
101478	PACIFIC HIGHWAY RENTALS LLC	00	00838607	02/05/2026	972.33
101538	AT&T CALNET2	00	00838531	02/05/2026	338.16
	AT&T CALNET2	00	00838532	02/05/2026	315.67
101852	NEW IMAGE LANDSCAPE INC	00	00838602	02/05/2026	21,950.00
101925	IRON STEED HARLEY-DAVIDSON	00	00838580	02/05/2026	263.81
101956	ATHENS TECHNICAL SPECIALIST, I	00	00838536	02/05/2026	30.00
101959	FLEET SOLUTIONS, LLC	00	00838568	02/05/2026	5,209.94
102101	ADVANCE CRIME SCENE RESTORATIO	00	00838525	02/05/2026	450.00
102194	CORE & MAIN LP	00	00838556	02/05/2026	105.54
102333	FASTSIGNS-AMERICAN CANYON	00	00838566	02/05/2026	309.83
102355	VIRTRA SYSTEMS	00	00838630	02/05/2026	55,947.84
102358	CITY OF STOCKTON	00	00838553	02/05/2026	500.00
102508	R&S ERECTION OF VALLEJO, INC	00	00838611	02/05/2026	5,900.38
102573	PLATT ELECTRIC SUPPLY	00	00838609	02/05/2026	1,366.73
102814	W W GRAINGER INC.	00	00838631	02/05/2026	1,770.65
102829	XEROX CORPORATION	00	00838635	02/05/2026	69.35
	XEROX CORPORATION	00	00838636	02/05/2026	258.78
	XEROX CORPORATION	00	00838637	02/05/2026	267.66
102853	NATIONWIDE LEGAL, LLC	00	00838601	02/05/2026	12.95
103092	STANTEC CONSULTING SERVICES IN	00	00838622	02/05/2026	6,856.00
103262	BOOT BARN INC	00	00838544	02/05/2026	277.97
	BOOT BARN INC	00	00838545	02/05/2026	814.01
103370	CAPITOL BARRICADE, INC.	00	00838549	02/05/2026	9,964.59
103447	WATTS, COHN AND PARTNERS, INC.	00	00838633	02/05/2026	8,500.00
103503	ALPHA ANALYTICAL LABORATORIES,	00	00838527	02/05/2026	13,575.00
103504	WATERWISEPRO TRAINING	00	00838632	02/05/2026	9,770.00
103505	BADGER METER INC.	00	00838540	02/05/2026	120,818.51

103620	MOTOR VEHICLE NETWORK	00	00838599	02/05/2026	1,852.50
103767	AMAZON CAPITAL SERVICES, INC.	00	00838528	02/05/2026	1,402.36
103877	GREEN VALLEY ALOHA SAW AND MOW	00	00838572	02/05/2026	3,221.34
104117	SEDGWICK CLAIMS MANAGEMENT SER	00	00838617	02/05/2026	19,494.00
104135	WOTHA DABORA	00	00838634	02/05/2026	2,000.00
104144	GIRL SCOUTS OF NORTHERN CALIFO	00	00838571	02/05/2026	800.00
104270	FLOCK SAFETY	00	00838569	02/05/2026	210,000.00
104291	RIGHT WEIGH SCALE LLC	00	00838615	02/05/2026	515.00
104319	HARBOR PARK APARTMENTS, LP	00	00838575	02/05/2026	1,807.00
104372	ODP BUSINESS SOLUTIONS LLC	00	00838604	02/05/2026	120.49
104393	AX9 SECURITY, INC.	00	00838538	02/05/2026	36,254.53
104416	FAIRFIELD-SUISUN SEWER DISTRIC	00	00838564	02/05/2026	86,353.43
104422	VULCAN MATERIALS CO - WESTERN	00	00838624	02/05/2026	6,726.44
104424	BIG CREEK LUMBER	00	00838543	02/05/2026	396.29
104451	LODESTAR PROPERTIES, INC.	00	00838594	02/05/2026	411.00
104470	LWP CLAIMS SOLUTIONS INC	00	00838595	02/05/2026	28,428.87
104518	INFOSEND, INC.	00	00838578	02/05/2026	15,018.07
104550	OWEN EQUIPMENT SALES	00	00838605	02/05/2026	162.50
104561	ALLECCA	00	00838526	02/05/2026	6,364.00
104681	KLEEN TECH SERVICES LLC	00	00838585	02/05/2026	2,123.00
104688	LIND MARINE LLC	00	00838591	02/05/2026	30,460.00
104691	BADGE FRAME INC.	00	00838539	02/05/2026	45.00
104705	AT&T MOBILITY LLC-CC	00	00838535	02/05/2026	1,231.54
104768	MONTROY SUPPLY COMPANY INC.	00	00838598	02/05/2026	24,087.08
104820	LAUTZENHISER'S STATIONERY LLC	00	00838588	02/05/2026	310.30
104824	DUTCH CONTRACTING INC	00	00838560	02/05/2026	26,210.88
104828	RCA CALIFORNIA LLC	00	00838612	02/05/2026	2,075.00
104848	LEGACY MODULAR BUILDINGS INC	00	00838589	02/05/2026	99,975.00
104858	FIVE KEYS SCHOOLS AND PROGRAMS	00	00838567	02/05/2026	360,377.91
104880	CONNOISSEUR MEDIA HOLDCO, INC.	00	00838586	02/05/2026	3,110.00
104897	THE ROOSEVELT GROUP LLC	00	00838626	02/05/2026	70,000.00
104914	AGREEYA SOLUTIONS INC	00	00838618	02/05/2026	5,857.50
104915	PYE-BARKER FIRE & SAFETY LLC	00	00838610	02/05/2026	83.99
104917	COAST FIRE EQUIPMENT, INC.	00	00838554	02/05/2026	1,540.00
1054	INLAND BUSINESS MACHINES, INC	00	00838579	02/05/2026	1,662.75
1204	SOLANO COUNTY SHERIFF'S OFFICE	00	00838620	02/05/2026	70,391.00
1208	CALIFORNIA GLASS OF VALLEJO	00	00838548	02/05/2026	2,572.50
1292	ISLAND ENERGY	00	00838581	02/05/2026	4,143.27
1355	AWWA	00	00838537	02/05/2026	1,060.00
1395	SOLANO EDC	00	00838621	02/05/2026	221.00
1428	MINUTEMAN PRESS	00	00838597	02/05/2026	322.14
1438	HALLS SAFE LOCK & ALARM CO	00	00838573	02/05/2026	671.52
1472	VALLEJO TIMES HERALD	00	00838628	02/05/2026	327.22
1537	AMERIGAS	00	00838529	02/05/2026	887.32

1554	JOHNNY ON THE SPOT	00	00838582	02/05/2026	971.37
2262	COMPLETE WELDER SUPPLY, INC.	00	00838555	02/05/2026	205.66
2725	EAST BAY TIRE CO.	00	00838562	02/05/2026	6,888.08
2784	ESTES COMMERCIAL REFRIGERATION	00	00838563	02/05/2026	480.00
2806	NIXON-EGLI EQUIP CO	00	00838603	02/05/2026	161.24
285	CAROLLO ENGINEERS, INC	00	00838550	02/05/2026	6,755.00
2912	STERICYCLE, INC.	00	00838623	02/05/2026	179.96
3145	DEPARTMENT OF TRANSPORTATION	00	00838557	02/05/2026	35,333.57
3249	ZUMAR INDUSTRIES INC	00	00838638	02/05/2026	7,564.13
3360	E Z TREE INC	00	00838561	02/05/2026	733.00
3608	UNITED RENTALS (NORTH AMERICA)	00	00838627	02/05/2026	6,035.12
3938	BOUND TREE MEDICAL, LLC	00	00838546	02/05/2026	1,327.71
420	LIPPINCOTT SUPPLY CO INC	00	00838593	02/05/2026	49.88
632	VICTORY STORES INC	00	00838629	02/05/2026	300.00
711	BAVCO	00	00838542	02/05/2026	17,965.43
752	HOME DEPOT CREDIT SERVICES	00	00838576	02/05/2026	838.22
80	RECOLOGY VALLEJO	00	00838613	02/05/2026	1,150.24
821	LEHR	00	00838590	02/05/2026	47,039.98
854	BAUER COMPRESSORS	00	00838541	02/05/2026	1,274.99
859	L.N.CURTIS & SONS	00	00838587	02/05/2026	59,191.78
900	HUMANE SOCIETY OF THE NORTH BA	00	00838577	02/05/2026	31,423.00
9207721	KELLY NEWMAN	00	00838583	02/05/2026	41.00
9208043	KEVIN BROWN	00	00838584	02/05/2026	60.00
9208253	BRADLEY PHILLIPS	00	00838547	02/05/2026	65.55
9208641	SHELEE K LOUGHMILLER	00	00838619	02/05/2026	180.56
9208643	GARY ANTUNANO JR.	00	00838570	02/05/2026	180.00
9208856	ANGAD GANGAPURAM	00	00838530	02/05/2026	351.24
9208865	HAMPTON JACKSON	00	00838574	02/05/2026	52.64
949	CITY OF BENICIA	00	00838552	02/05/2026	275.00
961	PACIFIC GAS & ELECTRIC-SACRAME	00	00838606	02/05/2026	18,727.54
T000167	MICHAEL MUNGUIA	00	00838596	02/05/2026	386.00
T000168	PLACER TITLE COMPANY	00	00838608	02/05/2026	1,558.85
					1,706,845.43

User Name: CITYOFVALLEJO\monica.kaur

City of Vallejo

VAAP357C Vendor Expenditures by Check Date

Check Date: Feb 12, 2026

Selected Criteria: Bank(s) 00

Report Generated on Feb 12, 2026 12:20:37 PM

Vendor	Vendor Name	Bank ID	Check Number	Check Date	Amount
100021	EMA, INC.	00	00838678	02/12/2026	45,581.01
100212	CDWG INC.	00	00838664	02/12/2026	1,997.87
100383	MOTOROLA SOLUTIONS,INC.	00	00838718	02/12/2026	855.50
100414	AT&T MOBILITY - ROC	00	00838651	02/12/2026	1,523.82
	AT&T MOBILITY - ROC	00	00838652	02/12/2026	1,850.39
100987	LINDE INC	00	00838710	02/12/2026	68,157.32
101010	STAPLES BUSINESS ADVANTAGE	00	00838741	02/12/2026	2,027.95
101225	SATCOM GLOBAL,INC	00	00838735	02/12/2026	114.42
101316	VERIZON WIRELESS	00	00838755	02/12/2026	120.03
101351	CINTAS	00	00838666	02/12/2026	5,751.72
	CINTAS	00	00838667	02/12/2026	546.77
101538	AT&T CALNET2	00	00838648	02/12/2026	11,502.25
	AT&T CALNET2	00	00838650	02/12/2026	304.85
101852	NEW IMAGE LANDSCAPE INC	00	00838721	02/12/2026	136,076.36
101974	HUNT & SONS, INC.	00	00838692	02/12/2026	29,827.43
	HUNT & SONS, INC.	00	00838693	02/12/2026	2,066.54
101993	LINDE GAS & EQUIPMENT INC.	00	00838709	02/12/2026	612.39
101995	O'REILLY AUTO PARTS	00	00838723	02/12/2026	23.03
	O'REILLY AUTO PARTS	00	00838724	02/12/2026	1,554.22
102573	PLATT ELECTRIC SUPPLY	00	00838730	02/12/2026	6,319.21
102585	TRANSUNION RISK & ALTERNATIVE	00	00838750	02/12/2026	100.00
102591	NET TRANSCRIPTS INC.	00	00838720	02/12/2026	120.12
102781	CAPITOL ADVOCACY PARTNERS	00	00838663	02/12/2026	8,445.33
102814	W W GRAINGER INC.	00	00838758	02/12/2026	1,781.00
102829	XEROX CORPORATION	00	00838762	02/12/2026	160.04
	XEROX CORPORATION	00	00838763	02/12/2026	1,779.73
	XEROX CORPORATION	00	00838764	02/12/2026	416.24
102874	COSTAR REALTY INFORMATION,INC	00	00838670	02/12/2026	1,139.81
102986	ACCESS INFORMATION	00	00838640	02/12/2026	1,044.41
103262	BOOT BARN INC	00	00838661	02/12/2026	263.23
103401	COUNTY OF SOLANO	00	00838671	02/12/2026	50.00
103423	CORE PSYCHOLOGICAL CORPORATION	00	00838668	02/12/2026	2,000.00
103503	ALPHA ANALYTICAL LABORATORIES,	00	00838642	02/12/2026	1,800.00
103528	PIERCE ELECTRIC INC	00	00838729	02/12/2026	10,633.57
103620	MOTOR VEHICLE NETWORK	00	00838717	02/12/2026	1,852.50
103626	FIRE APPARATUS SOLUTIONS	00	00838682	02/12/2026	27,794.99
103767	AMAZON CAPITAL SERVICES, INC.	00	00838643	02/12/2026	6,006.13
103980	REINHOLDT ENGINEERING CONSTRUC	00	00838731	02/12/2026	175.00

104069	SUPERION, LLC	00	00838744	02/12/2026	39.15
104088	THE GUMSHOE GROUP	00	00838746	02/12/2026	8,288.00
104091	FERGUSON US HOLDINGS, INC	00	00838680	02/12/2026	3,800.81
104143	JOHN H. CALLOW	00	00838695	02/12/2026	2,112.50
104279	HEALTHY VALLEJO COMMUNITY SUPP	00	00838688	02/12/2026	1,642.00
104372	ODP BUSINESS SOLUTIONS LLC	00	00838725	02/12/2026	1,480.25
104390	ZAYO GROUP, LLC	00	00838765	02/12/2026	3,277.42
104393	AX9 SECURITY, INC.	00	00838653	02/12/2026	49,141.95
104422	VULCAN MATERIALS CO - WESTERN	00	00838745	02/12/2026	2,900.07
104424	BIG CREEK LUMBER	00	00838657	02/12/2026	89.92
104450	SUISUN UNIFORMS TT LLC	00	00838743	02/12/2026	100.00
104481	ANGELS WITH HEART	00	00838647	02/12/2026	800.00
104663	WHITLEY EVERGREEN, INC.	00	00838759	02/12/2026	258,373.50
104681	KLEEN TECH SERVICES LLC	00	00838700	02/12/2026	4,580.00
104710	UNDERGROUND REPUBLIC WATER WOR	00	00838752	02/12/2026	1,616.90
104803	KNN PUBLIC FINANCE LLC	00	00838701	02/12/2026	9,000.00
104831	PESTMASTER SERVICES L.P.	00	00838727	02/12/2026	2,449.50
104858	FIVE KEYS SCHOOLS AND PROGRAMS	00	00838684	02/12/2026	551,980.53
104885	ERIC SCHNEIDER	00	00838736	02/12/2026	15,000.00
104897	THE ROOSEVELT GROUP LLC	00	00838748	02/12/2026	35,000.00
1175	NORTH BAY LANDSCAPE MANAGEMENT	00	00838722	02/12/2026	9,717.00
1313	LANGUAGELINE SOLUTIONS	00	00838704	02/12/2026	51.70
1347	IDEXX DISTRIBUTION CORP	00	00838694	02/12/2026	12,916.19
1395	SOLANO EDC	00	00838740	02/12/2026	642.87
1421	LAWSON PRODUCTS, INC	00	00838705	02/12/2026	728.91
1428	MINUTEMAN PRESS	00	00838716	02/12/2026	712.59
1537	AMERIGAS	00	00838645	02/12/2026	946.63
173	7 FLAGS CAR WASH & EXPRESS LUB	00	00838639	02/12/2026	32.00
2310	BELL PRODUCTS, INC.	00	00838656	02/12/2026	6,000.62
3249	ZUMAR INDUSTRIES INC	00	00838766	02/12/2026	6,485.45
3360	E Z TREE INC	00	00838677	02/12/2026	5,005.00
348	FISHER SCIENTIFIC	00	00838683	02/12/2026	1,750.35
362	CHEMTRADE CHEMICALS US LLC	00	00838665	02/12/2026	8,973.14
3705	BRINK'S INCORPORATED	00	00838662	02/12/2026	197.06
485	PACE SUPPLY CORPORATION	00	00838726	02/12/2026	740.72
550	THE SHERWIN-WILLIAMS CO.	00	00838749	02/12/2026	683.46
57	VALLEJO CONV & VISITORS BUREAU	00	00838757	02/12/2026	18,194.00
632	VICTORY STORES INC	00	00838756	02/12/2026	300.00
752	HOME DEPOT CREDIT SERVICES	00	00838691	02/12/2026	1,275.27
859	L.N.CURTIS & SONS	00	00838703	02/12/2026	606.21
9208193	KENNETH DOUGHTY	00	00838697	02/12/2026	2,438.35
9208236	KEVIN BARRETO	00	00838699	02/12/2026	2,266.27
9208917	SHENESSA WILLIAMS	00	00838737	02/12/2026	259.59
9209104	VALERIE WALSTON	00	00838753	02/12/2026	49.88
9209108	ALICIA JONES	00	00838641	02/12/2026	267.81

9209288	SILVER, ADAM	00	00838738	02/12/2026	300.00
OT01948	BLACK, KAREN	00	00838658	02/12/2026	4,091.14
OT02131	KRYSTLE PROPERTY MANAGEMENT	00	00838702	02/12/2026	249.77
OT02132	DAWSON, MARSHALL W.	00	00838674	02/12/2026	88.12
OT02133	MAHER, BILLY	00	00838712	02/12/2026	559.94
OT02134	KENT, BEVERLY	00	00838698	02/12/2026	114.94
OT02135	BLACK, KAREN	00	00838659	02/12/2026	509.83
OT02136	LEFEVER MATTSON PROP MGMT	00	00838708	02/12/2026	1,219.21
OT02137	AN ELEGANT AFFAIR	00	00838646	02/12/2026	73.49
OT02138	LEE, STEPHEN	00	00838707	02/12/2026	94.71
OT02139	SMITH, ROBY	00	00838739	02/12/2026	76.05
OT02140	WILLIAMS, JOSEPH	00	00838760	02/12/2026	14.40
OT02141	SALSEDO, ALITRINETTE	00	00838734	02/12/2026	98.30
OT02142	MENDOZA-MENDOZA, HOMAR	00	00838715	02/12/2026	9.64
OT02143	FGEM, LLC	00	00838681	02/12/2026	21.59
OT02144	MAMSAANG, ANGELITA	00	00838713	02/12/2026	33.14
OT02145	BLAZEJ, LUCIAN ROBERT	00	00838660	02/12/2026	17.50
OT02146	CROWDER, RICHARD	00	00838672	02/12/2026	224.69
OT02147	HICKEY, PATRICIA	00	00838689	02/12/2026	55.73
OT02148	JRE ENTERPRISE, LLC	00	00838696	02/12/2026	155.11
OT02149	D & J CAPITAL LLC	00	00838673	02/12/2026	1,133.38
OT02150	HIPOLITO, MIGUEL A	00	00838690	02/12/2026	72.95
OT02151	DEAN, ALAN	00	00838676	02/12/2026	41.15
OT02152	PFISTER, CARA L	00	00838728	02/12/2026	85.04
OT02153	STOWERS REAL ESTATE	00	00838742	02/12/2026	148.23
OT02154	LUNDQVIST, MICHELLE A.	00	00838711	02/12/2026	79.28
OT02155	BARAKAT, YOUSEF M.	00	00838654	02/12/2026	85.20
OT02156	UNDERGROUND ELECTRIC CONST. CO	00	00838751	02/12/2026	62.44
OT02157	GONZALEZ RAMIREZ, DONALDO O	00	00838686	02/12/2026	88.72
OT02158	RUBIO, ADRIAN	00	00838732	02/12/2026	85.63
OT02159	WILLIAMS, ZACHARY MAURION	00	00838761	02/12/2026	81.85
OT02160	THE JUNG TRUST	00	00838747	02/12/2026	114.99
OT02161	MARTIN959INVESTORS LLC	00	00838714	02/12/2026	139.40
OT02162	GALANG, AURORA ESTRELLA	00	00838685	02/12/2026	93.86
OT02163	LAYSON, SOCORRO BONOAN	00	00838706	02/12/2026	15.30
OT02164	DE JESUS, NYSA	00	00838675	02/12/2026	82.00
OT02165	BARTA, YESENIA	00	00838655	02/12/2026	10.76
OT02166	COSTA, TATIANA N.	00	00838669	02/12/2026	457.27
OT02167	VAN WINKLE, ANN	00	00838754	02/12/2026	80.03
OT02168	MOUSA, SHADEN	00	00838719	02/12/2026	119.76
OT02169	GSR HOMES, LLC	00	00838687	02/12/2026	103.66
OT02170	SAGASTUMES PAREDES, HECTOR	00	00838733	02/12/2026	66.84
T000052	ERECORDING PARTNERS NETWORK LL	00	00838679	02/12/2026	513.00
					1,427,056.79

City of Vallejo

VAAP357C Vendor Expenditures by Check Date

Check Date: Feb 19, 2026

Selected Criteria: Bank(s) 00

Report Generated on Feb 19, 2026 11:10:37 AM

Vendor	Vendor Name	Bank ID	Check Number	Check Date	Amount
100212	CDWG INC.	00	00838798	02/19/2026	89.76
100414	AT&T MOBILITY - ROC	00	00838778	02/19/2026	403.25
100524	POLYDYNE INC	00	00838858	02/19/2026	16,124.82
100624	READYREFRESH	00	00838790	02/19/2026	79.95
100727	FEHR & PEERS	00	00838823	02/19/2026	7,709.13
1008	NAPA-SOLANO S.A.N.E./S.A.R.T.	00	00838844	02/19/2026	2,300.00
100808	OFFICE OF THE DISTRICT ATTORNE	00	00838847	02/19/2026	1,088.00
101155	POWER PLAN	00	00838859	02/19/2026	1,648.34
101172	WITMER PUBLIC SAFETY GROUP, IN	00	00838883	02/19/2026	4,593.39
101246	DEPT OF FORESTRY & FIRE PROTEC	00	00838807	02/19/2026	13,676.27
101351	CINTAS	00	00838801	02/19/2026	4,018.08
	CINTAS	00	00838803	02/19/2026	2,365.12
101538	AT&T CALNET2	00	00838777	02/19/2026	31.86
101775	BIG SKY ENTERPRISES	00	00838789	02/19/2026	165.75
101852	NEW IMAGE LANDSCAPE INC	00	00838845	02/19/2026	27,897.18
101853	FORD LINCOLN FAIRFIELD	00	00838824	02/19/2026	2,228.41
101915	INTERWEST CONSULTING GROUP,INC	00	00838833	02/19/2026	2,880.78
101920	CSG CONSULTANTS, INC	00	00838806	02/19/2026	82,392.84
101925	IRON STEED HARLEY-DAVIDSON	00	00838834	02/19/2026	3,433.16
102109	GHD INC.	00	00838826	02/19/2026	5,580.49
102131	EAGLE EYE ENGRAVING	00	00838814	02/19/2026	12.19
102232	EUROFINS EATON ANALYTICAL, INC	00	00838819	02/19/2026	216.00
102252	WARNER CONSULTING SERVICES	00	00838878	02/19/2026	3,248.36
102333	FASTSIGNS-AMERICAN CANYON	00	00838822	02/19/2026	808.02
102508	R&S ERECTION OF VALLEJO, INC	00	00838861	02/19/2026	6,634.85
102573	PLATT ELECTRIC SUPPLY	00	00838857	02/19/2026	675.13
102676	FACTORY MOTOR PARTS	00	00838821	02/19/2026	398.73
102719	AIRGAS USA, LLC	00	00838770	02/19/2026	137.06
102814	W W GRAINGER INC.	00	00838877	02/19/2026	3,014.92
102829	XEROX CORPORATION	00	00838886	02/19/2026	2,079.75
	XEROX CORPORATION	00	00838887	02/19/2026	485.48
103341	KEREX ENGINEERING INC.	00	00838837	02/19/2026	208,157.64
103452	WIZIX TECHNOLOGY GROUP, INC.	00	00838885	02/19/2026	157.94
103504	WATERWISEPRO TRAINING	00	00838879	02/19/2026	300.00
103734	MESSER LLC	00	00838842	02/19/2026	1,667.84
103767	AMAZON CAPITAL SERVICES, INC.	00	00838773	02/19/2026	841.24
103857	CLUB STRIDE INC	00	00838804	02/19/2026	5,819.00

103877	GREEN VALLEY ALOHA SAW AND MOW	00	00838828	02/19/2026	4,437.45
103891	ACCUSOURCE, INC.	00	00838768	02/19/2026	1,440.24
103967	ENERGY ETC, INC.	00	00838816	02/19/2026	400.00
103969	F.J. KENNEDY AND ASSOCIATES, I	00	00838820	02/19/2026	15,082.14
104173	E SOURCE COMPANIES LLC	00	00838812	02/19/2026	42,586.33
104279	HEALTHY VALLEJO COMMUNITY SUPP	00	00838829	02/19/2026	8,706.00
104289	DXP ENTERPRISES, INC.	00	00838811	02/19/2026	4,672.13
104309	DIABLO PAPER SHREDDING, LLC	00	00838808	02/19/2026	524.30
104312	CALIFORNIA CONSULTING, INC.	00	00838796	02/19/2026	5,500.00
104338	SMART FIBER NETWORKS INC	00	00838867	02/19/2026	14,899.80
104372	ODP BUSINESS SOLUTIONS LLC	00	00838846	02/19/2026	773.05
104393	AX9 SECURITY, INC.	00	00838782	02/19/2026	16,563.02
104422	VULCAN MATERIALS CO - WESTERN	00	00838871	02/19/2026	4,105.70
104424	BIG CREEK LUMBER	00	00838787	02/19/2026	2,928.42
	BIG CREEK LUMBER	00	00838788	02/19/2026	6.87
104429	ENPRO ELEVATOR, INC.	00	00838817	02/19/2026	22,230.00
104434	PENCCO, INC.	00	00838854	02/19/2026	10,178.99
104470	LWP CLAIMS SOLUTIONS INC	00	00838841	02/19/2026	23,428.83
104514	CENTURY URBAN LLC	00	00838799	02/19/2026	218.75
104543	ENVIRONMENTAL SCIENCE ASSOCIAT	00	00838818	02/19/2026	8,812.43
104561	ALLECCA	00	00838772	02/19/2026	15,960.00
104681	KLEEN TECH SERVICES LLC	00	00838838	02/19/2026	661.00
104689	PURETEC INDUSTRIAL WATER	00	00838860	02/19/2026	19.00
104701	PAVEMENT COATINGS CO.	00	00838852	02/19/2026	6,589.28
104705	AT&T MOBILITY LLC-CC	00	00838779	02/19/2026	57.94
	AT&T MOBILITY LLC-CC	00	00838780	02/19/2026	704.00
104727	DOCUPET CORP.	00	00838809	02/19/2026	43.00
104814	CALIFORNIA ENGINEERING CONTRAC	00	00838797	02/19/2026	773,392.15
104831	PESTMASTER SERVICES L.P.	00	00838855	02/19/2026	714.00
104849	BRUNZELL HISTORICAL LLC	00	00838793	02/19/2026	400.00
104854	AP TRITON, LLC	00	00838776	02/19/2026	6,050.00
104881	AMERICAN INTEGRATED SERVICES,	00	00838775	02/19/2026	3,936.00
104917	COAST FIRE EQUIPMENT, INC.	00	00838805	02/19/2026	1,680.00
104918	BRENNER, JOHN	00	00838864	02/19/2026	1,312.00
104920	WEBB, LINDA	00	00838880	02/19/2026	500.00
104921	BUSHIDO TACTICAL, LLC	00	00838795	02/19/2026	1,190.00
1054	INLAND BUSINESS MACHINES, INC	00	00838832	02/19/2026	689.62
1064	BAY ALARM CO.	00	00838784	02/19/2026	736.93
1355	AWWA	00	00838781	02/19/2026	347.00
1395	SOLANO EDC	00	00838868	02/19/2026	125,000.00
1402	PACIFIC STORAGE	00	00838851	02/19/2026	197.92
141	TRI-CITY FENCE CO., INC.	00	00838873	02/19/2026	3,329.00
1428	MINUTEMAN PRESS	00	00838843	02/19/2026	204.88

1472	VALLEJO TIMES HERALD	00	00838876	02/19/2026	456.42
1554	JOHNNY ON THE SPOT	00	00838836	02/19/2026	1,555.10
1600	PEARSON'S APPLIANCE INC	00	00838853	02/19/2026	5,293.16
1645	UNIVAR SOLUTIONS USA INC.	00	00838874	02/19/2026	4,758.11
173	7 FLAGS CAR WASH & EXPRESS LUB	00	00838767	02/19/2026	1,254.00
1740	AIR EXCHANGE, INC.	00	00838769	02/19/2026	1,292.08
2310	BELL PRODUCTS, INC.	00	00838786	02/19/2026	1,924.25
2355	TELSTAR INSTRUMENTS	00	00838872	02/19/2026	6,662.40
2431	DRS MARINE INC.	00	00838810	02/19/2026	8,826.27
249	BAYSHORE MATERIALS, INC.	00	00838785	02/19/2026	1,110.03
2734	AMERICAN CHILLER SERVICE INC	00	00838774	02/19/2026	7,567.00
2912	STERICYCLE, INC.	00	00838870	02/19/2026	567.05
3206	VALLEJO CITY UNIFIED SCHOOL DI	00	00838875	02/19/2026	11,555.56
3360	E Z TREE INC	00	00838813	02/19/2026	5,122.00
3530	WEST YOST & ASSOCIATES	00	00838881	02/19/2026	24,108.50
3705	BRINK'S INCORPORATED	00	00838792	02/19/2026	1,187.01
3714	BSK ASSOCIATES	00	00838794	02/19/2026	35,206.50
3938	BOUND TREE MEDICAL, LLC	00	00838791	02/19/2026	550.75
503	PITNEY BOWES PURCHASE POWER	00	00838856	02/19/2026	4,018.75
538	SAFETY-KLEEN SYSTEMS, INC.	00	00838865	02/19/2026	400.74
741	GENERAL PLUMBING SUPPLY CO INC	00	00838825	02/19/2026	2,793.30
752	HOME DEPOT CREDIT SERVICES	00	00838831	02/19/2026	1,381.23
80	RECOLOGY VALLEJO	00	00838862	02/19/2026	151.68
	RECOLOGY VALLEJO	00	00838863	02/19/2026	2,097,144.67
854	BAUER COMPRESSORS	00	00838783	02/19/2026	1,229.06
859	L.N.CURTIS & SONS	00	00838840	02/19/2026	2,884.48
9208179	JASON CHANEY	00	00838835	02/19/2026	60.00
9208466	ALCANTAR, OSCAR	00	00838771	02/19/2026	50.00
9208864	KRISTOFFER JACOB	00	00838839	02/19/2026	165.20
9209008	CHRISTIAN PANGILINAN	00	00838800	02/19/2026	141.99
9209209	WILLIAM COLLINS	00	00838882	02/19/2026	320.80
9209268	GREBE, SARAH	00	00838827	02/19/2026	26.39
961	PACIFIC GAS & ELECTRIC-SACRAME	00	00838848	02/19/2026	212,155.22
	PACIFIC GAS & ELECTRIC-SACRAME	00	00838850	02/19/2026	3,995.90
OT02171	EMGEM, LLC	00	00838815	02/19/2026	7.51
OT02172	SOLIS, VANESSA Y.	00	00838869	02/19/2026	59.21
OT02173	WITTROCK, KEVIN E	00	00838884	02/19/2026	40.17
OT02174	HO, ALICE	00	00838830	02/19/2026	561.75
OT02175	SHAFAGHI, FARZANEH	00	00838866	02/19/2026	770.51
					3,991,923.65

User Name: CITYOFVALLEJO\monica.kaur

City of Vallejo

VAAP357C Vendor Expenditures by Check Date

Check Date: Feb 26, 2026

Selected Criteria: Bank(s) 00

Report Generated on Feb 26, 2026 12:06:03 PM

Vendor	Vendor Name	Bank ID	Check Number	Check Date	Amount
100113	4LEAF INC	00	00838888	02/26/2026	29,814.02
100176	POSITIVE PROMOTIONS	00	00839025	02/26/2026	379.95
100212	CDWG INC.	00	00838928	02/26/2026	101,081.92
100343	REXEL USA, INC.	00	00839037	02/26/2026	72,841.87
100414	AT&T MOBILITY - ROC	00	00838900	02/26/2026	2,304.54
	AT&T MOBILITY - ROC	00	00838901	02/26/2026	65.53
	AT&T MOBILITY - ROC	00	00838902	02/26/2026	154.83
	AT&T MOBILITY - ROC	00	00838903	02/26/2026	909.08
	AT&T MOBILITY - ROC	00	00838904	02/26/2026	5,230.45
100436	ABAG PUBLICLY OWNED ENERGY RES	00	00838890	02/26/2026	7,095.58
100767	KRAMER WORKPLACE INVESTIGATION	00	00838985	02/26/2026	17,422.50
100778	FITGUARD INC	00	00838956	02/26/2026	625.00
100985	LAW OFFICES OF COLANTUONO.HIGH	00	00838989	02/26/2026	37.50
101246	DEPT OF FORESTRY & FIRE PROTEC	00	00838946	02/26/2026	7,058.72
101303	CORELOGIC INFORMATION SOLUTION	00	00838940	02/26/2026	988.61
101316	VERIZON WIRELESS	00	00839060	02/26/2026	116.78
101351	CINTAS	00	00838931	02/26/2026	1,506.60
	CINTAS	00	00838932	02/26/2026	127.95
101368	T-MOBILE USA	00	00839049	02/26/2026	515.00
101437	SOLANO RESOURCE CONSERVATION D	00	00839043	02/26/2026	6,840.81
101511	FASTENAL COMPANY	00	00838954	02/26/2026	3,384.82
101538	AT&T CALNET2	00	00838899	02/26/2026	33.68
101616	MUNICIPAL RESOURCE GROUP LLC	00	00839006	02/26/2026	3,881.25
101824	LAW OFFICE OF LINDA L. DAUBE,	00	00838988	02/26/2026	13,041.00
101845	LAW OFFICES OF BURKE, WILLIAMS	00	00838925	02/26/2026	2,813.50
101920	CSG CONSULTANTS, INC	00	00838942	02/26/2026	67,331.07
101979	JAYGAV EMBROIDERY	00	00838975	02/26/2026	293.04
101993	LINDE GAS & EQUIPMENT INC.	00	00838996	02/26/2026	122.40
102175	ENVIRONMENTAL RISK SERVICES CO	00	00838950	02/26/2026	2,806.25
102194	CORE & MAIN LP	00	00838939	02/26/2026	28,656.67
102365	UNIVERSAL PROTECTION SERVICE,	00	00839057	02/26/2026	22,650.72
102543	LEXISNEXIS RISK SOLUTIONS FL,	00	00838994	02/26/2026	200.00
102551	CA GOVERNOR'S OFFICE EMERGENCY	00	00838926	02/26/2026	100.00
102591	NET TRANSCRIPTS INC.	00	00839010	02/26/2026	119.76
102814	W W GRAINGER INC.	00	00839062	02/26/2026	2,666.77
102829	XEROX CORPORATION	00	00839068	02/26/2026	1,106.73
	XEROX CORPORATION	00	00839069	02/26/2026	668.25
	XEROX CORPORATION	00	00839070	02/26/2026	805.18

102853	NATIONWIDE LEGAL, LLC	00	00839008	02/26/2026	962.15
102900	ALTA LANGUAGE SERVICE, INC	00	00838894	02/26/2026	429.00
102913	WSP USA INC.	00	00839067	02/26/2026	3,340.49
102944	PRYOR LEARNING SOLUTIONS, INC.	00	00839026	02/26/2026	498.00
103205	ZORO TOOLS INC.	00	00839074	02/26/2026	1,682.42
103262	BOOT BARN INC	00	00838922	02/26/2026	270.38
103615	TARGET SPECIALTY PRODUCTS	00	00839050	02/26/2026	325.23
103688	GRAHAM POLYGRAPH	00	00838963	02/26/2026	1,750.00
103721	NAVIA BENEFIT SOLUTIONS, INC.	00	00839009	02/26/2026	2,106.50
103733	FOTH & VAN DYKE AND ASSOCIATES	00	00838958	02/26/2026	54,387.97
103767	AMAZON CAPITAL SERVICES, INC.	00	00838895	02/26/2026	2,055.23
103862	NINYO & MOORE GEOTECH & ENVIRO	00	00839012	02/26/2026	11,761.25
103877	GREEN VALLEY ALOHA SAW AND MOW	00	00838964	02/26/2026	86.31
103969	F.J. KENNEDY AND ASSOCIATES, I	00	00838953	02/26/2026	263.50
103995	BENEFIT COORDINATORS CORP (BCC	00	00838919	02/26/2026	58,125.41
104062	NAPA AUTO PARTS	00	00839007	02/26/2026	33.35
104069	SUPERION, LLC	00	00839047	02/26/2026	126,787.50
104073	RENNE PUBLIC LAW GROUP	00	00839034	02/26/2026	7,656.50
104078	CENTER FOR DRUG & ALCOHOL TEST	00	00838929	02/26/2026	1,145.00
104091	FERGUSON US HOLDINGS, INC	00	00838955	02/26/2026	15,937.77
104117	SEDGWICK CLAIMS MANAGEMENT SER	00	00839040	02/26/2026	19,494.00
104175	CLAREMONT EAP	00	00838935	02/26/2026	2,626.00
104287	CAL UNIFORMS	00	00838927	02/26/2026	373.00
104288	OPPENHEIMER INVESTIGATIONS GRP	00	00839016	02/26/2026	6,216.00
104289	DXP ENTERPRISES, INC.	00	00838948	02/26/2026	2,426.29
104316	R&S GLAZING SPECIALTIES, INC.	00	00839028	02/26/2026	3,279.00
104319	HARBOR PARK APARTMENTS, LP	00	00838966	02/26/2026	1,807.00
104336	ZANJERO, INC.	00	00839072	02/26/2026	2,420.00
104361	SUMMIT CRANE COMPANY OF SOLANO	00	00839046	02/26/2026	2,016.00
104372	ODP BUSINESS SOLUTIONS LLC	00	00839015	02/26/2026	2,307.40
104393	AX9 SECURITY, INC.	00	00838910	02/26/2026	43,900.21
104420	MII TRAINING INNOVATIONS, LLC	00	00839003	02/26/2026	950.00
104422	VULCAN MATERIALS CO - WESTERN	00	00839048	02/26/2026	8,689.28
104424	BIG CREEK LUMBER	00	00838920	02/26/2026	123.84
104451	LODESTAR PROPERTIES, INC.	00	00838999	02/26/2026	411.00
104462	WHITE BRENNER LLP	00	00839064	02/26/2026	14,600.40
104505	FORENSIC ANALYTICAL CONSULTING	00	00838957	02/26/2026	2,860.00
104543	ENVIRONMENTAL SCIENCE ASSOCIAT	00	00838951	02/26/2026	15,388.61
104550	OWEN EQUIPMENT SALES	00	00839017	02/26/2026	49.96
104554	VERITONE, INC.	00	00839059	02/26/2026	816.00
104559	IMPERIAL SUPPLIES LLC	00	00838971	02/26/2026	1,420.22
104603	GOLDEN PERFORMANCE MANAGEMENT	00	00838961	02/26/2026	1,500.00
104646	LITTLER MENDELSON PC	00	00838998	02/26/2026	3,053.00
104663	WHITLEY EVERGREEN, INC.	00	00839065	02/26/2026	23,488.50
104674	RESTORATION FIRST RESPONDER NE	00	00839036	02/26/2026	330.00

104681	KLEEN TECH SERVICES LLC	00	00838984	02/26/2026	5,645.00
104693	KUDO INC.	00	00838986	02/26/2026	28,500.00
104705	AT&T MOBILITY LLC-CC	00	00838905	02/26/2026	718.50
	AT&T MOBILITY LLC-CC	00	00838906	02/26/2026	629.75
	AT&T MOBILITY LLC-CC	00	00838907	02/26/2026	3,819.59
	AT&T MOBILITY LLC-CC	00	00838908	02/26/2026	1,384.18
104709	GOOD CITY COMPANY	00	00838962	02/26/2026	2,959.00
104710	UNDERGROUND REPUBLIC WATER WOR	00	00839055	02/26/2026	3,203.00
104714	ASSURED DATA PROTECTION, INC.	00	00838898	02/26/2026	2,322.50
104715	MICHAEL SULLIVAN & ASSOCIATES	00	00839002	02/26/2026	406.00
104757	NOSSAMAN LLP	00	00839014	02/26/2026	119.00
104781	ALL STAR TALENT INC.	00	00838892	02/26/2026	28,125.00
104812	TRPA FISH BIOLOGISTS	00	00839053	02/26/2026	20,887.92
104828	RCA CALIFORNIA LLC	00	00839031	02/26/2026	2,075.00
104846	PANDA GAMING LABS LLC FBN: ADV	00	00839021	02/26/2026	10,800.00
104862	DANNY MURPHY CONSULTING LLC	00	00838943	02/26/2026	13,200.00
104887	STUTZMAN, ROBERT D.	00	00839045	02/26/2026	8,983.34
104904	ZAVIEH LAW LLC	00	00839001	02/26/2026	1,530.00
104914	AGREEYA SOLUTIONS INC	00	00839041	02/26/2026	9,999.00
104917	COAST FIRE EQUIPMENT, INC.	00	00838936	02/26/2026	1,575.00
1064	BAY ALARM CO.	00	00838913	02/26/2026	540.98
1095	LEXISNEXIS MATTHEW BENDER	00	00838993	02/26/2026	568.31
1175	NORTH BAY LANDSCAPE MANAGEMENT	00	00839013	02/26/2026	9,866.37
1228	CITY OF FAIRFIELD	00	00838934	02/26/2026	5,157.71
128	LAW OFFICES OF LIEBERT, CASSID	00	00838995	02/26/2026	4,670.00
1292	ISLAND ENERGY	00	00838974	02/26/2026	5,620.47
1354	REPUBLIC SERVICES, INC	00	00839035	02/26/2026	68.20
1356	SOLANO COUNTY AUDITOR-CONTROLL	00	00839042	02/26/2026	1,462.50
1374	CONTRA COSTA COUNTY	00	00838938	02/26/2026	6,767.33
1402	PACIFIC STORAGE	00	00839020	02/26/2026	694.09
1428	MINUTEMAN PRESS	00	00839004	02/26/2026	594.25
1554	JOHNNY ON THE SPOT	00	00838977	02/26/2026	382.61
1555	LSA ASSOCIATES, INC.	00	00839000	02/26/2026	7,757.50
1600	PEARSON'S APPLIANCE INC	00	00839022	02/26/2026	796.43
1658	LAW OFFICES OF GALLERY & BARTO	00	00838990	02/26/2026	488.00
173	7 FLAGS CAR WASH & EXPRESS LUB	00	00838889	02/26/2026	8.00
1766	BAY AREA AIR QUALITY MGMT DIST	00	00838914	02/26/2026	621.00
2231	KAISER PERMANENTE OHSS	00	00838979	02/26/2026	1,951.00
2262	COMPLETE WELDER SUPPLY, INC.	00	00838937	02/26/2026	358.49
2310	BELL PRODUCTS, INC.	00	00838917	02/26/2026	10,343.37
2355	TELSTAR INSTRUMENTS	00	00839051	02/26/2026	23,853.25
2425	CRUISE MASTER PRISMS, INC.	00	00838941	02/26/2026	293.80
2439	IRVINE & JACHENS	00	00838973	02/26/2026	319.81
2482	LEXISNEXIS	00	00838992	02/26/2026	1,558.00
249	BAYSHORE MATERIALS, INC.	00	00838915	02/26/2026	231.19

2495	PITNEY BOWES	00	00839023	02/26/2026	608.31
	PITNEY BOWES	00	00839024	02/26/2026	969.04
2911	ZOLL MEDICAL CORP GPO	00	00839073	02/26/2026	5,409.05
3360	E Z TREE INC	00	00838949	02/26/2026	45,340.00
3572	INTERPRETING & CONSULTING SERV	00	00838972	02/26/2026	370.53
3608	UNITED RENTALS (NORTH AMERICA)	00	00839056	02/26/2026	6,269.71
362	CHEMTRADE CHEMICALS US LLC	00	00838930	02/26/2026	3,865.23
370	HACH COMPANY	00	00838965	02/26/2026	2,556.17
3911	DEPARTMENT OF JUSTICE	00	00838945	02/26/2026	394.00
3938	BOUND TREE MEDICAL, LLC	00	00838923	02/26/2026	3,532.94
485	PACE SUPPLY CORPORATION	00	00839018	02/26/2026	1,627.83
550	THE SHERWIN-WILLIAMS CO.	00	00839052	02/26/2026	115.06
650	WHEELER-SONOMA PRINTERS	00	00839063	02/26/2026	579.03
711	BAVCO	00	00838912	02/26/2026	10,671.54
752	HOME DEPOT CREDIT SERVICES	00	00838969	02/26/2026	4,371.03
77	IAFF, LOCAL 1186	00	00838970	02/26/2026	7,257.00
80	RECOLOGY VALLEJO	00	00839032	02/26/2026	1,221.21
804	STEVENSON SUPPLY & TRACTOR CO	00	00839044	02/26/2026	675.98
854	BAUER COMPRESSORS	00	00838911	02/26/2026	9,111.15
859	L.N.CURTIS & SONS	00	00838987	02/26/2026	2,935.67
9207619	VANESSA GARCIA	00	00839058	02/26/2026	71.05
9208083	SEAN TAYLOR	00	00839039	02/26/2026	185.00
9208193	KENNETH DOUGHTY	00	00838982	02/26/2026	2,438.35
9208210	RASHAD HOLLIS	00	00839030	02/26/2026	49.00
9208236	KEVIN BARRETO	00	00838983	02/26/2026	2,266.27
9208454	ANTHONY ABEYTA	00	00838897	02/26/2026	225.00
9208478	KATELYN KNIGHT	00	00838980	02/26/2026	139.13
9208602	BAZZANELLA, CHRISTOPHER	00	00838916	02/26/2026	5.51
9208685	JANETTE PINKSTON	00	00838952	02/26/2026	26.00
9208724	GILLIAN M HAEN	00	00838960	02/26/2026	578.60
9208758	NICHOLAS PETRIE	00	00839011	02/26/2026	35.00
9208937	WILLIAMS, NIGEL T	00	00839066	02/26/2026	232.80
9208961	DOMINIC BROCK	00	00838947	02/26/2026	232.80
9209023	YOO, STEPHEN	00	00839071	02/26/2026	232.80
9209111	HENRY MORRIS	00	00838967	02/26/2026	110.00
9209136	JOSE DE LA O	00	00838978	02/26/2026	255.00
9209218	RICE, JESSICA	00	00839038	02/26/2026	528.10
9209240	RAMIREZ, DAVID	00	00839029	02/26/2026	100.00
9209264	KELLY, JIMMI	00	00838981	02/26/2026	232.80
9209284	AVILA, JOSE	00	00838909	02/26/2026	131.12
9209286	LEON, JULIAN	00	00838991	02/26/2026	300.00
9209310	BURGESS, CODY J	00	00838924	02/26/2026	100.00
9209320	ANTELME, MATHIEU	00	00838896	02/26/2026	112.07
961	PACIFIC GAS & ELECTRIC-SACRAME	00	00839019	02/26/2026	95,890.96
OT02176	LINDSEY, RICHARD	00	00838997	02/26/2026	121.72

OT02177	MOHSSEN, ADEL	00	00839005	02/26/2026	94.85
OT02178	BLAZEJ, LUCIAN ROBERT	00	00838921	02/26/2026	183.92
OT02179	QUIROZ, ERIK	00	00839027	02/26/2026	84.89
OT02180	JMFGEM, LLC	00	00838976	02/26/2026	65.30
OT02181	ALFONSO, ADRIAN	00	00838891	02/26/2026	33.60
OT02182	CIRIMELE PROPERTY MANAGEMENT	00	00838933	02/26/2026	60.72
OT02183	BELTRAN, ROBERTO C.	00	00838918	02/26/2026	114.83
T000169	VISTA NEIGHBORHOOD ASSOC	00	00839061	02/26/2026	300.00
T000170	HIDDENBROOKE HOME OWNERS ASSOC	00	00838968	02/26/2026	300.00
T000171	FRANCINE KENNEDY. ANGELS WITH	00	00838959	02/26/2026	293.43
T000172	RENE PERRYMAN	00	00839033	02/26/2026	184.37
T000173	DAYNA SYKES	00	00838944	02/26/2026	244.15
T000175	ALLSTAR SMOG STATION, CORP.	00	00838893	02/26/2026	2,549.78
T000176	TYLER BINGHAM	00	00839054	02/26/2026	1,254.00
					1,306,045.84

User Name: CITYOFVALLEJO\monica.kaur



City of Vallejo

Transaction Register

from 2/1/2026 to 2/28/2026

Check #	Amount	Transaction Date	Description
6332	95.20	02/02/2026	Claimants mileage
6333	180.45	02/02/2026	Chiropractic Care
6334	490.96	02/02/2026	Physician Visits
6335	168.03	02/02/2026	Physician Visits
6335	123.35	02/02/2026	Physician Visits
6335	47.99	02/02/2026	Physical therapy
6336	57.61	02/02/2026	Pharmacy
6336	69.45	02/02/2026	Pharmacy
6337	580.00	02/02/2026	Permanent Partial
6338	74.03	02/03/2026	Physical therapy
6339	3,022.50	02/03/2026	Medical evaluation
6340	110.07	02/03/2026	Physician Visits
6341	545.51	02/03/2026	Diagnostic Testing
6342	357.84	02/03/2026	Physician Visits
6342	184.52	02/03/2026	Physician Visits
6343	580.00	02/03/2026	Permanent Partial
6344	579.44	02/03/2026	Permanent Total
6345	149.67	02/04/2026	Physical therapy
6345	149.67	02/04/2026	Physical therapy
6345	74.03	02/04/2026	Physical therapy
6346	175.44	02/04/2026	Physician Visits
6347	163.28	02/04/2026	Physical therapy
6348	352.00	02/04/2026	Legal - All other
6348	298.50	02/04/2026	Legal - All other
6348	395.50	02/04/2026	Legal - All other
6348	1,298.00	02/04/2026	Legal - All other
6348	510.50	02/04/2026	Legal - All other
6348	1,674.50	02/04/2026	Legal - All other
6348	528.00	02/04/2026	Legal - All other
6348	110.00	02/04/2026	Legal - All other
6349	650.00	02/04/2026	Medical evaluation
6350	220.82	02/04/2026	Physical therapy
6350	77.68	02/04/2026	Physical therapy
6350	202.48	02/04/2026	Physical therapy
6350	189.16	02/04/2026	Physician Visits
6350	155.68	02/04/2026	Physician Visits
6350	13.00	02/04/2026	Physician Visits
6350	208.87	02/04/2026	Physician Visits
6350	189.16	02/04/2026	Physician Visits
6350	14.00	02/04/2026	Physical therapy

6351	27,313.79	02/05/2026	Permanent Total
6352	1,911.97	02/05/2026	Interest
6353	4,820.08	02/05/2026	Permanent Total
6354	19.41	02/05/2026	Interest
6355	7,757.50	02/05/2026	Permanent Partial
6356	135.60	02/05/2026	All medical
6357	682.92	02/05/2026	Physician Visits
6358	155.68	02/05/2026	Physician Visits
6358	14.00	02/05/2026	Physician Visits
6358	217.60	02/05/2026	Physician Visits
6358	13.00	02/05/2026	Physician Visits
6358	214.09	02/05/2026	Physical therapy
6359	580.00	02/06/2026	Permanent Partial
6360	580.00	02/06/2026	Permanent Partial
6361	580.00	02/06/2026	Permanent Partial
6362	3,238.30	02/06/2026	Temporary Total
6363	580.00	02/06/2026	Permanent Partial
6364	507.50	02/06/2026	Permanent Partial
6365	580.00	02/06/2026	Permanent Partial
6366	580.00	02/06/2026	Permanent Partial
6367	506.00	02/06/2026	Physician Visits
6368	3,446.48	02/06/2026	Durable medical
6369	88.99	02/06/2026	Physical therapy
6369	304.03	02/06/2026	Physician Visits
6369	17.34	02/06/2026	Physician Visits
6369	199.87	02/06/2026	Physician Visits
6369	184.52	02/06/2026	Physician Visits
6370	880.39	02/09/2026	Physician Visits
6371	1,482.30	02/09/2026	OutPatient Hospital
6372	175.44	02/09/2026	Physician Visits
6373	725.16	02/09/2026	Physician Visits
6374	1,156.83	02/09/2026	Surgery
6375	93.08	02/09/2026	Physician Visits
6376	305.77	02/09/2026	Copying medical
6377	155.68	02/09/2026	Physician Visits
6377	44.19	02/09/2026	Physician Visits
6377	237.58	02/09/2026	Physician Visits
6377	189.16	02/09/2026	Physician Visits
6377	217.60	02/09/2026	Physician Visits
6377	245.50	02/09/2026	Physical therapy
6377	99.77	02/09/2026	Physical therapy
6378	260.94	02/09/2026	Physician Visits
6378	246.48	02/09/2026	Physician Visits
6379	218.98	02/10/2026	Permanent Partial

6380	197.93	02/10/2026	OutPatient Hospital
6381	163.28	02/10/2026	Physical therapy
6381	143.89	02/10/2026	Physical therapy
6382	17.34	02/10/2026	Diagnostic Testing
6383	4,721.27	02/11/2026	Physician Visits
6384	150.59	02/11/2026	Physician Visits
6385	274.50	02/11/2026	Claimants mileage
6386	2,529.98	02/11/2026	Surgery
6387	13.00	02/11/2026	Physician Visits
6387	189.16	02/11/2026	Physician Visits
6387	169.39	02/11/2026	Physician Visits
6387	87.31	02/11/2026	Physician Visits
6387	127.14	02/11/2026	Physician Visits
6387	14.00	02/11/2026	Physician Visits
6387	217.60	02/11/2026	Physician Visits
6387	155.68	02/11/2026	Physician Visits
6387	153.04	02/11/2026	Physician Visits
6387	14.00	02/11/2026	Physician Visits
6387	184.52	02/11/2026	Physician Visits
6387	155.68	02/11/2026	Physician Visits
6387	155.68	02/11/2026	Physician Visits
6387	14.63	02/11/2026	Diagnostic Testing
6387	103.02	02/11/2026	Diagnostic Testing
6387	21.65	02/11/2026	Physician Visits
6388	9.43	02/11/2026	Pharmacy
6388	12.67	02/11/2026	Pharmacy
6389	1,455.43	02/12/2026	Use only to pay
6390	7,500.00	02/12/2026	Permanent Partial
6391	32,347.65	02/12/2026	Use only to pay
6392	580.00	02/12/2026	Permanent Partial
6393	580.00	02/12/2026	Permanent Partial
6394	580.00	02/12/2026	Permanent Partial
6395	580.00	02/12/2026	Permanent Partial
6396	1,819.28	02/12/2026	Temporary Total
6397	580.00	02/12/2026	Permanent Partial
6398	81.26	02/12/2026	All medical
6399	172.72	02/12/2026	Diagnostic Testing
6399	992.38	02/12/2026	OutPatient Hospital
6400	217.60	02/12/2026	Physician Visits
6400	184.52	02/12/2026	Physician Visits
6401	260.85	02/12/2026	Physician Visits
6402	251.22	02/13/2026	Physical therapy
6402	167.48	02/13/2026	Physical therapy
6403	87.62	02/13/2026	Physician Visits

6404	580.00	02/13/2026	Permanent Partial
6405	359.88	02/13/2026	Physician Visits
6406	272.99	02/13/2026	Transportation
6407	579.44	02/13/2026	Permanent Total
6408	185.54	02/13/2026	Chiropractic Care
6409	309.76	02/13/2026	Claimants mileage
6410	48.80	02/13/2026	Diagnostic Testing
6410	64.61	02/13/2026	Diagnostic Testing
6410	92.34	02/13/2026	Physician Visits
6411	246.48	02/13/2026	Physician Visits
6412	33.04	02/17/2026	Claimants mileage
6413	110.07	02/17/2026	Physician Visits
6414	650.00	02/17/2026	Legal - All other
6415	221.12	02/17/2026	Physical therapy
6415	127.22	02/17/2026	Physical therapy
6416	208.87	02/17/2026	Physician Visits
6417	25.86	02/17/2026	Pharmacy
6418	120.54	02/18/2026	Chiropractic Care
6419	218.98	02/19/2026	Permanent Partial
6420	580.00	02/20/2026	Permanent Partial
6421	580.00	02/20/2026	Permanent Partial
6422	3,006.99	02/20/2026	Temporary Total
6423	580.00	02/20/2026	Permanent Partial
6424	580.00	02/20/2026	Permanent Partial
6425	580.00	02/20/2026	Permanent Partial
6426	222.37	02/20/2026	Diagnostic Testing
6427	173.33	02/20/2026	Diagnostic Testing
6428	208.69	02/24/2026	Physician Visits
6429	149.67	02/24/2026	Physical therapy
6429	149.67	02/24/2026	Physical therapy
6430	213.83	02/24/2026	Physician Visits
6431	120.78	02/24/2026	Physical therapy
6432	169.68	02/24/2026	Physician Visits
6432	64.36	02/24/2026	Physician Visits
6432	123.75	02/24/2026	Physician Visits
6432	10.77	02/24/2026	Diagnostic Testing
6432	155.68	02/24/2026	Physician Visits
6432	97.95	02/24/2026	Physician Visits
6433	46.19	02/24/2026	Pharmacy
6433	335.30	02/24/2026	Pharmacy
6433	56.73	02/24/2026	Pharmacy
6434	12,252.50	02/24/2026	Permanent Partial
6435	175.44	02/25/2026	Physician Visits
6436	196.41	02/25/2026	Physician Visits

6437	125.24	02/25/2026	Physician Visits
6438	208.23	02/25/2026	Physician Visits
6439	251.29	02/25/2026	Physical therapy
6440	21.28	02/26/2026	Bill Review Fee LAE
6440	300.00	02/26/2026	Bill Review Fee LAE
6440	16.09	02/26/2026	Bill Review Fee LAE
6440	300.00	02/26/2026	Bill Review Fee LAE
6440	6.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	6.00	02/26/2026	Bill Review Fee LAE
6440	6.00	02/26/2026	Bill Review Fee LAE
6440	12.61	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	25.41	02/26/2026	Bill Review Fee LAE
6440	6.00	02/26/2026	Bill Review Fee LAE
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6440	6.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	28.66	02/26/2026	Bill Review Fee LAE
6440	300.00	02/26/2026	Bill Review Fee LAE
6440	20.39	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	19.98	02/26/2026	Bill Review Fee LAE
6440	28.66	02/26/2026	Bill Review Fee LAE
6440	6.00	02/26/2026	Bill Review Fee LAE
6440	6.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	6.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	28.66	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	6.00	02/26/2026	Bill Review Fee LAE
6440	9.00	02/26/2026	Bill Review Fee LAE
6440	28.66	02/26/2026	Bill Review Fee LAE
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6440	6.00	02/26/2026	Bill Review Fee LAE
6440	26.27	02/26/2026	Bill Review Fee LAE
6440	12.49	02/26/2026	Bill Review Fee LAE

6440	6.00	02/26/2026	Bill Review Fee
6440	6.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	28.66	02/26/2026	Bill Review Fee
6440	28.66	02/26/2026	Bill Review Fee
6440	24.15	02/26/2026	Bill Review Fee
6440	71.50	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	6.00	02/26/2026	Bill Review Fee
6440	58.91	02/26/2026	Bill Review Fee
6440	65.57	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
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6440	20.39	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	6.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	300.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	6.00	02/26/2026	Bill Review Fee
6440	21.28	02/26/2026	Bill Review Fee
6440	6.00	02/26/2026	Bill Review Fee
6440	28.66	02/26/2026	Bill Review Fee
6440	19.19	02/26/2026	Bill Review Fee
6440	28.66	02/26/2026	Bill Review Fee
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6440	6.00	02/26/2026	Bill Review Fee
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6440	10.26	02/26/2026	Bill Review Fee
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6440	28.66	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee

6440	9.00	02/26/2026	Bill Review Fee
6440	14.67	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	6.00	02/26/2026	Bill Review Fee
6440	20.29	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	300.87	02/26/2026	Bill Review Fee
6440	28.66	02/26/2026	Bill Review Fee
6440	19.23	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	6.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
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6440	9.00	02/26/2026	Bill Review Fee
6440	28.72	02/26/2026	Bill Review Fee
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6440	6.00	02/26/2026	Bill Review Fee
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6440	9.00	02/26/2026	Bill Review Fee
6440	6.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	16.54	02/26/2026	Bill Review Fee
6440	6.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	28.66	02/26/2026	Bill Review Fee
6440	28.66	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	9.00	02/26/2026	Bill Review Fee
6440	313.64	02/26/2026	Bill Review Fee
6440	9.20	02/26/2026	Bill Review Fee
6441	37.14	02/26/2026	Durable medical
6441	42.60	02/26/2026	Durable medical
6442	20.33	02/26/2026	Pharmacy
6442	25.10	02/26/2026	Pharmacy
6442	122.48	02/26/2026	Pharmacy
6443	86.15	02/26/2026	Physical therapy
6443	189.16	02/26/2026	Physician Visits
6443	153.04	02/26/2026	Physician Visits
6443	155.68	02/26/2026	Physician Visits
6443	245.50	02/26/2026	Physician Visits
6443	155.68	02/26/2026	Physician Visits
6443	43.00	02/26/2026	Physician Visits

6444	37.42	02/26/2026	Pharmacy
6444	986.36	02/26/2026	Pharmacy
6444	43.13	02/26/2026	Pharmacy
6444	67.09	02/26/2026	Pharmacy
6444	54.88	02/26/2026	Pharmacy
6445	580.00	02/26/2026	Permanent Partial
6446	580.00	02/26/2026	Permanent Partial
6447	580.00	02/26/2026	Permanent Partial
6448	500.00	02/26/2026	Vocational
6449	580.00	02/26/2026	Permanent Partial
6450	149.67	02/27/2026	Physical therapy
6451	162.09	02/27/2026	Physician Visits
6452	694.25	02/27/2026	OutPatient Hospital
6453	27.93	02/27/2026	Durable medical
6454	108.63	02/27/2026	Physician Visits
6454	199.87	02/27/2026	Surgery
6454	349.84	02/27/2026	Physician Visits
6455	235.67	02/27/2026	Physician Visits
	172,327.75		

City of Vallejo (Liability)

Check Register

Paid Date from 2/1/26 to 2/28/26 as of 2/27/26

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Document Number	Allocation Amount	Date Paid	Payee Name
13892	$50.00	02/03/2026	Sedgwick SIU, Inc.
13893	$36,000.00	02/04/2026	Cogent Legal Consulting, LLC
13894	$403.50	02/04/2026	Nationwide Legal, LLC
13895	$514.00	02/04/2026	Nationwide Legal, LLC
13896	$25.90	02/04/2026	Nationwide Legal, LLC
13897	$20.70	02/05/2026	Sedgwick Indexing
13898	$810.00	02/10/2026	William J. Diffenderfer
13899	$576.60	02/11/2026	Nancy A. Waller
13900	$625.00	02/11/2026	Sedgwick SIU, Inc.
13901	$409.90	02/12/2026	Kamil Cassius
13902	$50,000.00	02/13/2026	Davis Wright Tremaine LLP
13903	$4,340.00	02/17/2026	Allen, Glaessner, Hazelwood & Werth, LLP
13904	$502.00	02/17/2026	Allen, Glaessner, Hazelwood & Werth, LLP
13905	$458.77	02/17/2026	Angelo, Kilday & Kilduff
13906	$9.50	02/17/2026	Sedgwick MMSEA Services
13907	$2,514.15	02/17/2026	White Brenner LLP
13908	$5,986.00	02/17/2026	White Brenner LLP
13909	$9.50	02/18/2026	Sedgwick MMSEA Services
13909	$9.50	02/18/2026	Sedgwick MMSEA Services
13910	$350.00	02/18/2026	Breanna Pozzi
13911	$11,084.61	02/18/2026	Liebert Cassidy Whitmore
13912	$14,898.50	02/18/2026	Liebert Cassidy Whitmore
13913	$25.90	02/18/2026	Nationwide Legal, LLC
13914	$12.95	02/18/2026	Nationwide Legal, LLC
13915	$1,378.35	02/18/2026	West Coast MCI
13916	$36,331.00	02/19/2026	Liebert Cassidy Whitmore
13917	$20.70	02/19/2026	Sedgwick Indexing
13917	$20.70	02/19/2026	Sedgwick Indexing
13918	$27,374.75	02/23/2026	ATKINSON, ANDELSON, LOYA RUUD, & ROMO
13919	$1,012.50	02/23/2026	Lexitas
13920	$29,925.00	02/23/2026	Michael J. Oechsel, M.D. Inc.
13921	$12.95	02/23/2026	Nationwide Legal, LLC
13922	$1,909.74	02/23/2026	Arterrias Mason
13923	$12.95	02/23/2026	Nationwide Legal, LLC
13924	$12.95	02/23/2026	Nationwide Legal, LLC
13925	$12.95	02/23/2026	Nationwide Legal, LLC
13926	$1,465.83	02/23/2026	Stephen S. Harper
13927	$10,000.00	02/23/2026	Verdict Simulator LLC
13928	$2,472.26	02/24/2026	Dornell Edwards
13929	$16.45	02/24/2026	Nationwide Legal Nevada, LLC
13930	$12.95	02/25/2026	Nationwide Legal, LLC
13931	$382.08	02/25/2026	Nationwide Legal, LLC
13932	$12.95	02/25/2026	Nationwide Legal, LLC
13933	$150.00	02/25/2026	Solano County Superior Court
13934	$20.70	02/26/2026	Sedgwick Indexing
13934	$20.70	02/26/2026	Sedgwick Indexing
13935	$16,021.90	02/27/2026	White Brenner LLP
	$258,237.34		

Docusign Envelope ID: AAC56945-EE64-858D-83BD-D50B1558D4BB

ATTACHMENT 1

AFFIDAVIT OF FINANCE DIRECTOR

I hereby certify that the attached Check Register(s) conform to the City's approved budget and that funds were available for payment at the time of payment was made.

Date: 4/9/2026

Signed by:
Nalungo Conley
07D72FB3B1EA456...

Nalungo Conley
Acting Finance Director

Enclosures:

Check Register(s) Dated:

February	5 ,2025	$	1,706,845.43
February	12 ,2025	$	1,427,056.79
February	19 ,2025	$	3,991,923.65
February	26 ,2025	$	1,306,045.84

Total: $ 8,431,871.71

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Jason Ta, Chief of Police
SUBJECT: **ADOPT A RESOLUTION AMENDING THE JUSTICE ASSISTANCE GRANT FUND# 149 FISCAL YEAR 2025–2026 BUDGET TO RECOGNIZE $499,992 OF REVENUE FROM THE OVC FISCAL YEAR 2025 SERVICES FOR VICTIMS OF CRIME GRANT AND TO APPROPRIATE CORRESPONDING EXPENDITURES (STEP 2 of 2)**

RECOMMENDATION

As the second in a two-step process, adopt a Resolution amending the Justice Assistance Grant Fund# 149 Fiscal Year 2025-2026 budget to recognize $499,992 of revenue from the OVC Fiscal Year 2025 Services for Victims of Crime Grant ("OVC Grant") and to appropriate corresponding expenditures.

REASONS FOR RECOMMENDATION

On April 14, 2026, City Council accepted the OVC Grant and, pursuant to City Charter section 703, provided notice of its intent to amend the Justice Assistance Grant Fund# 149 Fiscal Year 2025-2026 budget to reflect revenue and corresponding expenditures of $499,992 relating to the OVC Grant. City staff respectfully requests the contemplated budget amendment be approved.

BACKGROUND AND DISCUSSION

The City of Vallejo Police Department applied for, and was awarded, the $499,992 OVC Grant from the United States Department of Justice's Office for Victims of Crime, to primarily fund the newly-implemented hospital-based violence intervention program ("HVIP Program") at Kaiser Vallejo operated by community partner and identified OVC Grant subrecipient, Center for Urban Excellence.

The HVIP Program meets individuals at the point of crisis, when they are most open to support, creating a critical pathway to services that would otherwise be missed. Family members of survivors are also eligible for services, such as resiliency support and referrals. The HVIP Program is currently only funded at 40%. OVC Grant funding can increase the capacity to nearly 100%. VPD will use the remaining OVC Grant funds for staff time, grant management, and to hire the grant-required program evaluator.

This grant award does not require matching funds and does not create any ongoing personnel or operational costs for the City. The program funded through this award will conclude once the awarded funds are fully expended. Should the City wish to continue the HVIP Program beyond the grant term, further discussion and direction from the City Council will be needed to identify and determine future funding sources.

The HVIP Program is a critical component of Vallejo VISION (Violence Intervention Support Improving Our Neighborhoods).

FISCAL IMPACT

Upon approval, the City of Vallejo's Fund#149 Fiscal Year 2025-2026 budget will be amended to reflect a $499,992 increase in revenue and corresponding expenditures for use by the Police Department as discussed herein. A local match is not required.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	Resolution - Amend Budget - Step 2 (OVC) CAO Stamp

CONTACT

Jason Ta, Chief of Police
Jason.Ta@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-____ N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO AMENDING THE FUND 149 FISCAL YEAR 2025–2026 BUDGET TO RECOGNIZE $499,992 OF REVENUE FROM THE OVC FISCAL YEAR 2025 SERVICES FOR VICTIMS OF CRIME GRANT AND TO APPROPRIATE CORRESPONDING EXPENDITURES

WHEREAS, the City of Vallejo Police Department applied for, and was awarded, an OVC Fiscal Year 2025 Services for Victims of Crime Grant ("OVC Grant") in the amount of $499,992, from the United State Department of Justice's Office for Victims of Crime, which will primarily fund the newly-implemented hospital-based violence intervention program ("HVIP Program") at Kaiser Vallejo operated by community partner and identified OVC Grant subrecipient, Center for Urban Excellence; and

WHEREAS, City Charter Section 703 provides that available funds not included in the City's adopted budget may be appropriated by the City Council after giving one week's notice of intention to do so; and

WHEREAS, on April 14, 2026, in accordance with City Charter Section 703, City Council gave notice of its intent to amend the City's Fund 149 Fiscal Year 2025-2026 budget to reflect revenue and corresponding expenditures of $499,992 relating to the OVC Grant.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to City Charter Section 703, the City Council of the City of Vallejo hereby amends the Fund 149 Fiscal Year 2025-2026 budget to reflect revenue and corresponding expenditures of $499,992 relating to the OVC Grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED that OVC Grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Adopted by the City Council of the City of Vallejo at a regular meeting held on April 28, 2026, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
ANDREA SORCE, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON, CITY CLERK

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Oscar Alcantar, Interim Public Works Director
SUBJECT: **ADOPT A RESOLUTION APPROVING A FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT FOR ON-CALL POTHOLE REPAIR SERVICES WITH JETPATCHER USA, INC., TO INCREASE THE NOT- TO-EXCEED AMOUNT TO $600,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

RECOMMENDATION

Adopt a Resolution approving a First Amendment to the construction contract for on-call pothole repair services with Jetpatcher USA, Inc., to increase the not-to-exceed amount to $600,000 and authorizing the City Manager to execute same.

REASONS FOR RECOMMENDATION

The Public Works Department released a formal request for proposals on October 27, 2025, and awarded a contract for pothole repair services to Jetpatcher USA, Inc., in the amount of $100,000. To continue pothole repair efforts, staff recommend increasing the contract not-to-exceed amount to $600,000.

BACKGROUND AND DISCUSSION

Public Works launched a pothole repair pilot program in 2022 utilizing spray-injection technology to improve the City's ability to address roadway maintenance needs efficiently. Following a competitive Request for Proposals (RFP), a contract was awarded to Jetpatcher USA, Inc. By supplementing the efforts of Public Works Maintenance staff, Jetpatcher has significantly expanded the City's repair capacity, enabling faster response times and improved roadway safety for the community.

As Jetpatcher's existing contract was reaching its authorized spending limit, on October 27, 2025, staff released a new formal Request for Proposals to solicit proposals from qualified contractors for citywide spray-injection pothole repair. A sole proposal was received by the submission date of November 10, 2025, from Jetpatcher USA, Inc.

To avoid a lapse in service and due to limited available budget at the time, a contract was awarded to Jetpatcher in the initial amount of $100,000. The contract was established with a term through June 30, 2026, and includes four one-year options to extend at the City's discretion. To maintain continuity of services, the City recently issued a letter exercising the first one-year extension option, extending the contract term through June 30, 2027.

On February 24, 2026, the City Council approved $500,000 in Measure P funds for citywide pothole repair services, following a recommendation from the Measure P Oversight Committee in December 2025. This allocation of Measure P funds allows the City to continue addressing potholes and maintaining safer street conditions throughout Vallejo.

Staff recommends increasing the contract not-to-exceed amount to $600,000 to allow the City to continue

utilizing Jetpatcher's services to efficiently and effectively repair potholes across Vallejo.

FISCAL IMPACT

The proposed action authorizing an increase in the not-to-exceed amount of the contract with Jetpatcher USA, Inc. will not have any direct impact on the General Fund. Funds to pay for these services will come from the capital improvement project budget consisting of Measure P, Gas Tax and Capital Outlay funds already allocated to project PWC109.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(c) because it consists of the repair and maintenance of existing streets and does not result in additional automobile lanes.

ATTACHMENTS

1.	RESO First Amendment - Jetpatcher 26PW129_CAO Stamp
2.	Jetpatcher USA- First Amendment to 26PW129 to increase to $600K_CAO Stamp
3.	26PW129 JETPATCHER USA INC Short Form Construction Contract
4.	Jetpatcher USA - 26PW129 - Extension Letter to June 30 2027

CONTACT

Oscar Alcantar, Interim Public Works Director (707) 648-4433
oscar.alcantar@cityofvallejo.net

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26- _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT FOR ON-CALL POTHOLE REPAIR SERVICES WITH JETPATCHER USA, INC. TO INCREASE THE NOT-TO-EXCEED AMOUNT TO $600,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, the Public Works Department initiated a pothole repair pilot program in 2022 and following a competitive request for proposals process, awarded a contract to Jetpatcher USA, Inc. By supplementing the efforts of Public Works maintenance staff, Jetpatcher USA Inc. ("Jetpatcher") has significantly expanded the City's repair capacity, enabling faster response times and improved roadway safety for the community; and

WHEREAS, Jetpatcher's existing contract was reaching its authorized spending limit so on October 27, 2025, the City released a new Request for Proposals, soliciting proposals from qualified Contractors for citywide spray-injection pothole repair; and

WHEREAS. a sole proposal was received by the submission date of November 10, 2025, from Jetpatcher, and a contract was awarded to Jetpatcher in the amount of $100,000; and

WHEREAS, on February 24, 2026, the City Council approved $500,000 in Measure P funds for citywide pothole repair services, following a recommendation from the Measure P Oversight Committee in December 2025; and

WHEREAS, in order to continue utilizing Jetpatcher's services to repair potholes efficiently and effectively across Vallejo, staff is seeking authorization for a First Amendment to increase the total amount of the Contract by an amount not to exceed $600,0000 over the life of the contract.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the First Amendment to the Construction Contract for On-Call Pothole Repair Services by and between the City of Vallejo and Jetpatcher USA, Inc. to increase the total amount of the contract not to exceed to $600,000.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute same, with any modifications recommended by the City Attorney and the City Clerk to attest the signing of that Agreement.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 28, 2026, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST

ANDREA SORCE, MAYOR

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

FIRST AMENDMENT TO SHORT FORM CONSTRUCTION CONTRACT FOR ON-CALL POTHOLE REPAIR SERVICES

JETPATCHER USA, INC.

This First Amendment to the Short Form Construction Contract for On-Call Pothole Repair Services, made and entered into on November 30, 2025, hereafter referred to as "Contract", between Jetpatcher USA, Inc., a California corporation ("Contractor"), and the City of Vallejo, a municipal corporation ("City"), is made and entered into on this 29th day of April 2026.

WHEREAS, pursuant to the existing Contract, Contractor provides pothole repair services through a cationic rapid setting emulsion injection process for the maintenance of streets throughout the City of Vallejo; and

WHEREAS, the Contract has a not-to-exceed amount of $100,000 and includes four one-year options to extend at the City's discretion; and

WHEREAS, the Contract has been extended one time and is due to expire on June 30, 2027; and

WHEREAS, the parties wish to amend the Contract to increase Contractor's compensation by an additional $500,000, for a maximum amount not to exceed $600,000.

NOW THEREFORE, Contractor and City do mutually agree as follows:

1. Revised Compensation to Contractor. Section 1 of Exhibit B, "Cost of Work", is hereby amended to read as follows:

> **"Contractor's Compensation.** City agrees to pay Contractor for the services set forth in Exhibit A of this Contract for a total not to exceed SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($600,000.00). Price is to include all costs chargeable to City.
>
> Contractor shall notify City in writing no later than thirty (30) days prior to the estimated date when Contractor will have billed City the maximum payment amount permitted under this Contract, and Contractor shall provide City with an estimate of the additional compensation required to complete the project."

2. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement

executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all duties, obligations and conditions required under the Contract.

3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Contract, the provisions of this First Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

5. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

6. Authority. The person signing this First Amendment for Contractor hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Contractor.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

JETPATCHER USA, INC.,
a California corporation

BY: _____
JAVIER R. ARAUZO E.
President

DATE: _____

CITY OF VALLEJO,
a municipal corporation

BY: _____
ANDREW MURRAY
City Manager

DATE: _____

ATTEST: _____
DAWN G. ABRAHAMSON
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

_____
OSCAR ALCANTAR
Interim Public Works Director

APPROVED AS TO FORM:

_____
VERONICA A. F. NEBB
City Attorney

APPROVED AS TO INSURANCE:

_____
ARMOND SARKIS
Risk Manager

Dec 23, 2025 1:38 PM, 1417712105

Contract and Routing Form

Requisition Number: 1417706793

26PW129

Date Originated:

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Maintenance
Staff Contact: Oscar Alcantar, brisa.long@cityofvallejo.net
Contract Type: Other: Short Form Construction Contract for On Call Pothole Repair Services
Vendor: Jetpatcher USA Inc

Contract Not to Exceed Amount: 100000.00
Contract Start Date: Nov 30, 2025 **End Date:** Jun 30, 2026
Option to Extend: by letter in one year intervals, not to extend beyond 6/30/30
Authority to Contract: City Manager
Other Comments:
This is for pothole repair with cationic rapid setting emulsion injection process, throughout the city of vallejo.

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form

Docusign Envelope ID: 2D5D7EED-8091-4BA1-963E-B63F1C6C2548

Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division	DS	1/7/2026	
Risk Manager	DS	1/7/2026	
City Attorney's Office	Initial	1/7/2026	
Department Head			
Finance Department	DS	1/8/2026	
City Manager	Initial	1/8/2026	
City Clerk	DS	1/8/2026	

Return executed contract to: Oscar Alcantar

Pre-Requisition Form

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Maintenance
Staff Contact: Oscar Alcantar, brisa.long@cityofvallejo.net
Vendor: Jetpatcher USA Inc. **Vendor Number** 104377
Term: Multi-year Term
Anticipated Start Date: Nov 30, 2025
Anticipated End Date: Jun 30, 2026
Anticipated Contract Type: Other: Short Form Construction Contract for On Call Pothole Repair Services
Purchasing Authority: City Manager
Total Projected Expenditure: 100000.00
Anticipated Account Number 2282502-7034019
Multiple Project Numbers? No, just one **Multiple Account Numbers?** No, just one

Description of Proposed Purchase:
This is for pothole repair throughout the city of vallejo.
I have reviewed the city-wide contracts, expenditure and encumbrance reports to comply with the VMC.
It is existing vendor but total City-wide expenses are not anticipated to hit the cap of $100,000 in a single FY.
Competitive Process: I have completed an Informal RFP for Services
Winning Quote Uploaded: Yes

Explanation for Vendor Selection:
Staff put out an RFP and received only one submission from the vendor. They have been working with the City and have the knowledge and technology to complete the work.

Uploaded documents available for review https://bit.ly/vPreReqs.
WarrantyNot sure

Winning Bid/Quote/ProposalYes

Docusign Envelope ID: 2D5D7EED-8091-4BA1-963E-B63F1C6C2548

Pre-Requisition Signature Section

Department	Comment

Supervisor/Manager: Brisa Long
Title: Administrative Analyst
E-mail: brisa.long@cityofvallejo.net

Brisa Long 12/23/25

Signature *Date*

Delegated Signee: Oscar Alcantar
Title: Interim Public Works Director
E-mail: gary.caabay@cityofvallejo.net

Oscar Alcantar Digitally signed by Oscar Alcantar DN: cn=Oscar Alcantar, o=City of Vallejo, ou=Public Works, email=oscar.alcantar@cityofvallejo.net, c=US Date: 2025.12.23 13:35:31 -08'00'

Signature *Date*

Route Final HTE PO to City Clerk for Contract Log

Docusign Envelope ID: 2D5D7EED-8091-4BA1-963E-B63F1C6C2548

SHORT FORM CONSTRUCTION CONTRACT
FOR ON-CALL POTHOLE REPAIR SERVICES

"JETPATCHER USA, INC."

THIS CONTRACT is made and entered into this 30th day of November 2025 between City of Vallejo, a municipal corporation, hereinafter referred to as "City," and Jetpatcher USA, Inc., a California corporation, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, the City seeks pothole repair services for the maintenance of streets to be performed throughout the City of Vallejo. The repair process shall be a cationic rapid setting emulsion injection process as specified in Exhibit A; and

WHEREAS, City and Contractor now desire to enter into a Contract for the performance of said work.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. SCOPE OF WORK

Contractor to complete work as specified in **Exhibit A** of this agreement.

Contractor shall provide all labor, tools, and materials for a complete and working project in conformance with the Contract Documents.

The following documents constitute the Contract Documents:

(a) This Contract;
(b) City of Vallejo Short Form General Conditions;
(c) Exhibit A, Technical Specifications - Scope of Work
(d) Exhibit B, Cost of the Work;
(e) Exhibit C, Insurance Requirements;
(f) Exhibit D, Approved Change Orders, if any;
(g) City of Vallejo Standard Specifications and Standard Drawings dated December 20, 2011; and
(h) Standard Specification of the State of California, Department of Transportation dated 2023;
(i) Any other documents identified as such in the Contract Documents.

2. TERMS AND CONDITIONS

This Contract consists of the Contract Documents identified above in Section 1 (a)-(i), all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and City agree to comply with and fulfill all obligations,

Docusign Envelope ID: 2D5D7EED-8091-4BA1-963E-B63F1C6C2548

promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the Public Works Director, or his/her representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the Contract Documents, together with the right to require Contractor to replace any and all work furnished by Contractor that is not, either in workmanship or material, in strict accordance with the Contract Documents.

Contractor agrees to receive and accept the prices set forth in Exhibit B in an amount not to exceed of One Hundred Thousand Dollars and Zero Cents ($100,000.00) as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description, connected with the work; also for all discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.

By my signature as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The Contractor shall forfeit, as penalty to the City, the sum of one hundred Dollars ($100.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

City shall pay Contractor the sums set forth on **Exhibit B**, hereto, in accordance with all of the terms and conditions of the Contract Documents.

The Contractor shall be permitted to substitute designated securities for any moneys withheld by the City of Vallejo to insure performance under the Contract. This right of substitution shall be exercised in the manner and subject to the conditions specified in the Contract Documents. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full and shall govern the substitution of securities and/or escrow account.

The term of this Agreement shall commence on November 30, 2025, and shall continue in full force and effect until June 30, 2026.

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one year, by written notice to Contractor. The total duration of this Agreement, including the exercise of any options under this section, shall not extend beyond June 30, 2030.

If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose

by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Contractor agrees to terminate any services supplied to City of Vallejo under this Contract, and relieve City of any further obligation therefore.

The person signing this Contract for Contractor hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Contractor have caused this Contract to be signed as of the day and year first about written.

JETPATCHER USA, INC.
a California corporation

DocuSigned by:
By:_____
B55E3D5C8D294A7...
Javier R. Arauzo E.
President

DATE: 1/7/2026

11716593
Vallejo Business License No.

(City Seal)

CITY OF VALLEJO,
a municipal corporation

Signed by:
By:_____
0F60CAE6778840F...
Andrew Murray
City Manager

DATE: 1/8/2026

ATTEST:

DocuSigned by:
By:_____
1489DDA6695D425...
Dawn G. Abrahamson
City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:
_____
16FA7EDDBCB242A...
Oscar Alcantar
Interim Public Works Director

APPROVED AS TO FORM

Signed by:
_____ for
2B2D6E027A634AD...
Veronica A.F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
_____
F1CF2295B5CF441...
Armond Sarkis
Risk Manager

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CITY OF VALLEJO
SHORT FORM GENERAL CONDITIONS

1. BASIC DEFINITIONS:
   A. "Change Order" shall refer to a written agreement on the City's form, modifying the Contract. The Contract may not be modified, and the Contract Sum or Contract Time may not be increased, excepting by Change Order, excepting that if Exhibit B-Cost of the Work, sets forth unit quantity prices in contrast to a single lump-sum price, then the Contract Sum may be increased or decreased by the City directing the Contractor to perform more or less units of work.
   B. "Construction Change Directive" (C.C.D.) shall refer to a written directive, signed by City, directing Contractor to perform and/or omit certain work as specified within the Construction Change Directive. The Contractor shall promptly comply with the Construction Change Directive and promptly perform and/or omit the work specified in the Construction Change Directive.
   C. "Contract Sum" means the total compensation specified in Exhibit B-Cost of the Work, to be paid to Contractor.
   D. The term "Contractor" means the person or firm identified as such in the Contract, or its authorized representative.
   E. The term "day" means calendar day unless otherwise specified.
   F. The term "City" or "Owner" means the City of Vallejo.

2. Intentionally Omitted.

3. TESTING AND EXAMINATION OF THE SITE OF WORK AND THE CONTRACT DOCUMENTS: Testing or investigations of subsurface conditions or any other conditions by the City or its agents, are made for the purpose of design, and the City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of testing or investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When reports of testing or investigation is made available to Bidders or Contractor or included in the Contract Documents, it is expressly understood and agreed that said reports do not constitute a part of the Contract, and represents only an opinion of the City as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the Bidders. Bidders must satisfy themselves, through their own testing and investigation, as to conditions to be encountered.

   In the performance of other public works projects, the City has encountered numerous site conditions including but not limited to contaminated materials, hazardous materials, ground water, unstable soils, unstable fills, abnormally hard/soft subsurface conditions, asbestos, lead paint, hydrocarbons, archeological sites, human remains, existing or abandoned utilities, and others, any or all of which the parties to this Contract contemplate may be found on the site of the project.

4. DIFFERING SITE CONDITIONS: After award of the Contract, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing, of any:

(a) Material that the contractor believes may be material that is hazardous waste, defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5. ~~PAYMENT AND PERFORMANCE BONDS: Within ten (10) days of Contractor shall furnish corporate surety bonds to the benefit of the City, on the forms provided by City, issued by a surety company acceptable to the City and authorized and admitted to do business in the State of California, as follows:~~

~~A. Faithful Performance Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the Contractor's faithful performance of all covenants and stipulations of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of sections 2819 and 2845 of the Civil Code of the State of California.~~

~~B. Payment Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the payment of wage, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of California Civil Code Section 9500 et seq. and California Unemployment Insurance Code Section 13020. Said bond shall also contain a provision that the surety thereon waives the provisions of sections 2819 and 2845 of the Civil Code of the State of~~

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~~California.~~

~~The surety companies shall familiarize themselves with all provisions and conditions of the Contract Documents. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by the City or its authorized agents under the terms of the Contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this Contract. The surety expressly waives the provisions of sections 2819 and 2845 of the Civil Code of the State of California.~~

6. INSURANCE: See Exhibit C for Insurance Requirements

7. INTENT OF DRAWINGS AND SPECIFICATIONS: It is the intent of the Contract that the Contractor's work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed Contractor for anything omitted but fairly implied. The prices paid to Contractor for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents. All workmanship and materials shall be to the highest possible standards.

   The specifications and drawings (if any) are intended to be explanatory of each other. Any work shown on the drawings, and not in the specifications, or vice versa, is to be treated as if indicated in both. In the case of conflict or inconsistency, the Supplemental Conditions (if any) shall control over the General Conditions, and the specifications shall control over the drawings. Figured dimensions shall control over scaled measurements. In all cases, the more costly or expensive interpretation is deemed to control and shall be the interpretation incorporated into the Contract Documents and Contract Sum. Exhibit B, Cost Of The Work shall control over the Bid Sheet.

   Contractor is responsible for design of systems and fabrications needed to meet performance criterion described in the Contract Documents. Design by Contractor may include but is not limited to concrete form work, casework joinery, framing, fire sprinkler systems, and mechanical, plumbing and electrical systems represented diagrammatically on the drawings. Design shall be governed by descriptive criterion specified for each item. Contractor shall also assume responsibility for temporary structures used to implement construction such as shoring and scaffolding.

8. CONFORMANCE WITH CODES AND STANDARDS: All of Contractor's work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the California Building Code; Title 24 of the California Code of Regulations; the California Electrical Code; the California Plumbing Code; Americans With Disabilities Act; and all other applicable present and future codes, laws, or regulations. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to

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immediately notify City in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract Sum is based upon the more costly or expensive standard of the two.

9. PERSONAL ATTENTION AND SUPERINTENDENCE: The Contractor shall give Contractor's personal attention to and shall supervise the work to the end that it shall be faithfully prosecuted. Contractor shall keep on the work at all times throughout its progress, a competent superintendent who shall represent the Contractor in Contractor's absence and shall have complete authority to represent and act for the Contractor. Whenever the Contractor or Contractor's superintendent is not present on a particular part of the work, the City may stop the work until the Contractor or Contractor's superintendent arrives.

10. BEGINNING OF WORK: The Notice to Proceed shall constitute authority for the Contractor to enter upon the site of the work and to begin operations, upon condition that the Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation, bonds and certificates of insurance. If Contractor has not provided City with all documents required by these Contract Documents as of the date of the City's written notice to proceed, Contractor shall not be allowed on the site of the work or allowed to start work. The Contract Time shall begin on the date of the City's written notice to proceed, whether or not Contractor is allowed on the work site due to Contractor's failure to furnish City with all documentation required by these Contract Documents.

11. RESPONSIBILITY FOR ACCURACY: The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which Contractor shall be responsible. Each subcontractor shall adjust, correct, and coordinate Contractor's work with the work of others so that no discrepancies will result in the whole work. Contractor is responsible for verifying that all information and data contained and set forth in all of Contractor's submittals that may be required by the Contract Documents, strictly comply in all respects with the Contract Documents.

12. INSPECTION: All work done and all materials and equipment furnished under this Contract shall be subject to inspection and acceptance of the City, who shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials and workmanship are in accordance with the requirements and intent of the Contract Documents. Any work constructed without inspection as provided above, except with the specific written consent of the City, must, if requested by the City, be uncovered for examination and properly restored at the Contractor's expense.

    The inspection of the work by City, the City's inspector(s), an architect, engineer or their consultants, or anyone else, does not relieve the Contractor of any of Contractor's obligation to fulfill the Contract as prescribed. Any work, materials, or equipment not meeting the requirements of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or accepted and payment therefor may

have been made. If nonconforming work, materials, or equipment not meeting the requirements of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or the City agrees in writing to accept the nonconforming work, materials, or equipment, Contractor agrees to pay City a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that the City will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing the City's damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the City's recovery from Contractor the full and complete cost and expense of correcting nonconforming work, materials, or equipment.

Reexamination of any work may be ordered by the City, and such work must be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

Neither the inspection by an inspector, the City or its agents, nor any measurement, approved modification, accepted submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the City or its agents, operate as a waiver of any provisions of the Contract Documents or of any power or authority reserved therein, or of any right to damages thereunder; nor shall the waiver of any breach of the Contract Documents be held to be a waiver of any subsequent or other breach.

The Contractor shall, upon request and without delay, remove from the site of the work, all rejected or condemned materials of any kind brought to, or incorporated in, the work. No such rejected or condemned materials shall again be offered for use in any work under the Contract. All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner at Contractor's expense. Upon failure of the Contractor to comply within forty-eight (48) hours with any written order of the City made under this Section, or to make satisfactory progress in so doing, the City may cause such rejected materials to be removed, or such rejected work to be remedied, or removed and replaced, and Contractor shall pay City for doing so.

13. USE OF COMPLETED PORTIONS: The City shall have the right at any time to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.

14. MEANS AND METHODS: City will not have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

15. LIQUIDATED DAMAGES FOR DELAY: It is agreed by the parties to this Contract that

time is of the essence to the performance of this Contract by Contractor, and that in case all work called for under in the Contract Documents is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon written extensions of time, damage will be sustained by the City, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the Contractor agrees that the sum set forth in the Contract Documents as Liquidated Damages is a reasonable amount to be charged as Liquidated Damages; and it is therefore agreed that the Contractor will pay to the City the sum set forth as Liquidated Damages for each and every calendar days delay beyond the time prescribed; and the Contractor further agrees that the City may deduct and retain the amount thereof from any monies due the Contractor under the Contract.

16. CHANGES IN THE WORK: The City reserves the right to make changes to the work. Changes in the work made by the City may or may not involve a change to the Contract Sum or the Contract Time. Changes in the work by City may only be made in a writing signed by a representative of the City authorized to make the specific change identified in the writing.

17. PAYMENTS: See Exhibit B – Cost of the Work.

18. COST AND PRICING DATA: All cost and pricing data submitted by the Contractor to the City with respect to any change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work.

19. PROCEED WITH WORK: Notwithstanding the making of any claim or the existence of any dispute between Contractor and City, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the work but shall diligently proceed with performance of the work in accordance with the Contract Documents.

20. ACCESS TO RECORDS: The City, or their authorized representatives, shall have unconditional access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any claim for which additional compensation has been requested. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at City's cost.

21. DISMISSAL OF UNSATISFACTORY EMPLOYEES AND SUBCONTRACTS: If any person employed by the Contractor, or any subcontractor, shall fail or refuse to carry out the directions of the City; or, in the opinion of the City, is incompetent, unfaithful, intemperate, or disorderly; uses threatening or abusive language to any person

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representing the City on the work; or is otherwise unsatisfactory, he or she shall be removed from the work immediately, and shall not again be employed on the work. When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the City, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

22. TEMPORARY SUSPENSION OF WORK: The City shall have the authority to suspend the work wholly or in part for such period as it may deem necessary, due to unsuitable weather, or to any other conditions it considers unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. The Contractor shall immediately comply with such written order of the City to suspend the work wholly or in part. The suspended work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Except as may be provided elsewhere in the Contract Documents, Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

    The City reserves the right to terminate the work for its convenience upon written notice to Contractor. In such event, the Contractor shall be paid its reasonable costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus fifteen percent (15%) of all such costs for overhead and profit, which shall be full compensation to the Contractor and all subcontractors regardless of tier, and material suppliers, for any and all damages arising from City's termination.

23. CLEANING UP: Throughout the construction period, the Contractor shall keep the site of the work in a presentable condition, dispose of any surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, to the satisfaction of the City. Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection may not be made until this has been accomplished. If Contractor fails or refuses to fulfill these obligations to the City's satisfaction, City may, at its option, undertake these obligations, and withhold the cost of performing these obligations, plus an additional fee of twenty-five percent (25%) for administrative costs, from payments to Contractor.

24. COMPLIANCE WITH LAWS AND REGULATIONS: The Contract Sum includes full compensation to Contractor for compliance with all current and future laws, rules, regulations, orders or decrees, affecting the work and Contractor's performance thereof. The Contractor shall keep itself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by Contractor or under it, to observe and comply with all State and national laws, and County and municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following:

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A. HOURS OF LABOR - Eight hours of labor shall constitute a legal days' work, and the Contractor or any subcontractor under it, in the performance of the Contract, shall not require more than eight hours of labor in any calendar day, and forty hours of labor in any calendar week, from any person employed by Contractor in the performance of the work under this Contract, except as permitted under the provisions of section 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, Twenty - Five Dollars ($25.00) for each workman employed by Contractor or any subcontractor under Contractor in the performance of the Contract for each calendar day during which any workman is required or permitted to labor more than eight hours and for each calendar week during which any workman is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

B. PREVAILING WAGE - Pursuant to section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

The Contractor shall forfeit, as penalty to the City, One Hundred Dollars ($100.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the Contract by Contractor or by any subcontractor under it, in violation of the provisions of such Labor Code.

C. LABOR DISCRIMINATION - Contractor shall comply with Section 1735 of the Labor Code of the State of California, which prohibits discrimination in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

D. APPRENTICES - Attention is directed to section 1777.5 of the Labor Code of the State of California concerning employment of apprentices, and the Contractor is required to comply with the provisions of said section.

E. TRAVEL AND SUBSISTENCE PAYMENTS - Attention is directed to the requirements of section 1773.8 of the Labor Code of the State of California. The Contractor shall make travel and subsistence payments to each workman needed to complete the work in accordance with the requirements in said section 1773.8.

F. WORKERS' COMPENSATION - Pursuant to the requirements of section 1860 of the Labor Code, the Contractor is required to secure the payment of Workers' Compensation to Contractor's employees in accordance with the provisions of section 3700 of the Labor Code.

By signing the Contract, Contractor certifies the following:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work

of this Contract." Said certification is included in the Contract, and signature and return of the Contract as provided in Paragraph 16 of these General Conditions, "Signing of Contract," shall constitute signing and filing of the said certificate.

G. Intentionally deleted.

H. PAYROLL RECORDS. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number. Attention is directed to the requirements in Labor Code section 1776, a portion of which is quoted below.

"(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.
(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by that person's employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being

provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) (1) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(2) Copies of electronic certified payroll records shall not satisfy payroll records requests made by Taft-Hartley trust funds and joint labor-management committees. Any copy of records requested by, and made available for inspection by or furnished to, a Taft-Hartley trust fund or joint labor-management committee shall be on forms provided by the Division of Labor

Standards Enforcement or shall contain the same information as the forms provided by the division.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, the contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

A. The penalties specified in subdivision (h) of Labor Code section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the Contractor of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The

payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by the City of Vallejo or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

If by the 15th of the month, the Contractor has not submitted payrolls for itself and all subcontractors, in full compliance with all requirements of the Labor Code and these Contract Documents, for all work performed during the monthly period ending on or before the 1st of that month, the City of Vallejo may retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that this retention shall not exceed $10,000 nor be less than $1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the Contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

REPORTING REQUIREMENTS AND SANCTIONS - Failure to deliver to City specific information, records, reports, certifications, or any other documents required for compliance with these Contract Documents shall be considered noncompliance.

Contractors found by the City to be in noncompliance are to be advised of the specific deficiencies and urged to make immediate corrections. They should also be advised that monetary deductions may be made for failure to effect corrections or delinquencies.

25. RESPONSIBILITY OF THE CONTRACTOR: The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required within the time specified.

26. INDEMNIFICATION: To the maximum extent allowed by law, Contractor shall defend, indemnify, and save harmless City (including its inspectors, project managers, officers, agents, employees, volunteers, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:

A. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to,

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any employees or agents of Contractor, City, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, Contractor's subcontractors or material suppliers, City, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

B. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;

C. Alleged infringement of any patent rights which may be brought arising out of Contractor's work;

D. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;

E. Contractor's failure to fulfill any of the covenants set forth in these Contract Documents; and

F. Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in these Contract Documents shall not be limited by the insurance requirements set forth in these Contract Documents and shall survive any termination of this Contract or Contractor's loss of control over the work.

Contractor's indemnification of City will not include indemnification for claims which arise as the result of the active negligence of City, or the sole negligence or willful misconduct of City, its agents, servants or independent contractors who are directly responsible to City, or for defects in design furnished by such persons.

27. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor.

The Environmental Quality Act of 1970 may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

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28. PROTECTION OF WORKERS: The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and any other governing body having jurisdiction over the work. The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist. Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or noncompliance with the law shall not relieve the Contractor of this responsibility.

    The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

    Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drainpipes, these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces," of the General Industrial Safety Orders contained in Title 8 of the California Administrative Code.

    In the event that this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. Said detailed design plan and subsequent excavating operations shall fully comply with all local, state and federal regulations including, but not limited to, the Construction Safety Orders, section 1539, Permits and section 1540 et seq., Excavation.

29. PROTECTION OF MATERIALS AND EQUIPMENT: The Contractor shall protect all of the work, materials, and equipment from damage due to the nature of the work, the action of the elements, trespassers, or other causes until the project is accepted by the City. The Contractor shall properly store materials and equipment, and erect such temporary structures as are required to protect them from damage, including, but not limited to, construction fencing.

30. SANITARY PROVISIONS: The necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance, shall be furnished and maintained by the Contractor.

31. EXISTING UTILITIES: Contractor is solely responsible for determining the actual location of all utilities on the site of the work or that may be affected by Contractor’s operations or the work, before Contractor begins its operations on the project, which risk and cost the Contractor included in its proposal and is included in the Contract Sum. Contractor agrees that its failure to determine the actual location of all utilities on the site of the work before it begins its operations on the project is a breach of this Contract and constitutes a failure by the Contractor to exercise reasonable care.

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It is recognized by the Contractor that the location of existing utility facilities as shown on Contract drawings and specifications (if any) are approximate, may be incomplete and their exact location is unknown. There may be additional utilities existing on the property unknown to City. Location of utilities as shown on drawings and specifications represent information obtainable from utility maps and other information furnished by the various agencies involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the drawings and specifications. Because of this uncertainty, it may become necessary for the City to make adjustments in the line or grade of sewers or storm drains. Installation of such adjusted lines shall be made at the regular unit price bid for the work, and no additional compensation will be paid therefore, unless the scope and character of the work has been changed.

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for normal house and commercial service for all buildings along the line of work. The Contractor shall make arrangements with utility owners for the location of house and commercial services lines in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

In accordance with section 4215 of the Government Code of the State of California, the City shall make provisions to compensate the Contractor for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating main and trunk line utility facilities not indicated in the drawings and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. In the event the Contractor discovers utilities not identified in the Contract Documents, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing.

32. COOPERATION WITH OTHERS: The City or adjacent property owners may perform other work adjacent to or within the project area, concurrent with the Contractor's operations. The Contractor shall cooperate fully with City in all operations which coincide with other work being performed and provide City with such scheduling and other information as may be required by City to perform such other work. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor.

Any disputes or conflicts which may arise between the Contractor and any other forces or contractors retained by the City, causing delays or hindrance to each other, shall be referred to the City for resolution.

If the work of the Contractor is delayed because of any acts or omissions of any other forces or contractor, the Contractor shall on that account have no claim against the City other than for an extension of time.

33. POLLUTION CONTROL: The Contractor shall comply with all air pollution control rules,

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regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the California Government Code. Unless otherwise provided in the Contract Documents, material to be disposed of shall not be burned.

The Contractor shall comply with all rules, regulations, ordinances, and statues which apply to water pollution, including but not limited to, erosion control and Section 7-1.G of the State specifications.

34. SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

35. WEEKEND, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 7:00PM and 7:00AM, or on Saturdays, Sundays or legal holidays, except with written permission of the City. Requests to work between 7:00PM and 7:00AM, or on Sundays or legal holidays, must be submitted in writing at least two workdays in advance of the intended work. In case of an emergency, the Contractor will be allowed to work at night or on Sundays or legal holidays but must notify the City in writing immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work.

It is understood, however, that two or three shift operations may be established as a regular procedure by the Contractor if Contractor first obtains written permission from the City. Such permission may be revoked by the City at any time, without cause, or if the Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work, or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

Contractor shall reimburse City for all costs and expenses incurred by either, including but not limited to, overtime pay, when Contractor works more than one eight-hour shift each day, or works on weekends or holidays.

36. OVERLOADING: The Contractor shall determine safe loading capacities and shall not overload any structure beyond its safe capacity during construction. In addition to assuming full responsibility for all property damage and bodily injury resulting from any such overloading, the Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing damage resulting therefrom.

37. GUARANTEE: Should any failure of the work occur within a period of one year after recordation of the notice of completion of the project or portions thereof, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense. The City may make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after Contractor is given notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the City, delay would cause serious loss or damages, or a hazard to the public, the

repairs may be made or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs thereof.

38. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to section 4552 of the Government Code of the State of California, the following provisions shall be a part of this Contract:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under Cartwright Act (Chapter 2, commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment by the parties.

39. MATERIALS OR EQUIPMENT SPECIFIED BY NAME: When any materials or equipment is indicated or specified by patent or proprietary name or by the name and catalogue number of the manufacturer, it shall be considered as used for convenience in describing the material or equipment desired. The use of an alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be permitted. Request for such substitution shall be made in writing by the Contractor within ten (10) days of the Notice to Proceed. Failure by the Contractor to request substitution within ten (10) days of the Notice to Proceed constitutes an agreement by Contractor to furnish only the materials or equipment listed in the Contract Documents and Contractor agrees no other materials or equipment other than that listed in the Contract Documents shall be incorporated into any submittal or the project.

40. MISCELLANEOUS PROVISIONS: This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of City, in the same manner as if such parties had been expressly named herein.

Neither the City, nor its officers, employees, agents, or representatives of the City, nor any of them, shall be responsible for any liability arising under this Contract, except such obligations as are specifically set forth herein.

The right of general supervision shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

This Contract shall be governed by the laws of the State of California. If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

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This Contract constitutes the full and complete agreement of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. No amendment, modification or waiver of any of the terms of this Contract is valid unless contained in a written Change Order, signed by both parties, expressly agreeing to such amendment, modification or waiver.

Contractor hereby assigns to City all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by City in writing, and only as to those subcontracts which City designates in writing. Such assignment is part of the consideration to City for entering into the Contract with Contractor, and may not be withdrawn.

PUBLIC CONTRACT CODE SECTION 9204: Said provisions are incorporated herein by reference as though set forth in full.

PUBLIC CONTRACT CODE SECTION 20104, ET SEQ. AND 20104.5, ET SEQ.: Said provisions are incorporated herein by reference as though set forth in full.

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EXHIBIT A – TECHNICAL SPECIFICATIONS- SCOPE OF WORK

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The work to be done consists of spray-injection pothole repair services for the maintenance of City streets throughout the City of Vallejo. Repairs shall be completed using a cationic rapid setting emulsion injection process. Repair work shall include the following:

- Install Work Site Safety and Traffic Control Measures: Before starting any work, install all safety measures, including signs, cones, barriers and flaggers, in the area of operation to ensure the safety of work personnel and the public.

- Site Inspection: Inspect areas where repairs are to be performed to ensure all surface bumps or defects are marked with washable paint to delineate the areas to be repaired.

- Pothole Measurement: Measurements using the unit of Square Feet (SF) shall be taken and agreed upon, in writing, by the field inspectors of City and Contractor during pre-job walks. Contractor will maintain records documenting such measurements and the average depth of the potholes.

- Cleaning: Once the pothole has been defined, the interior will be cleaned with high-speed air (minimum 62 mi / hour), dislodging dirt, loose material, garbage and water, in general any element that prevents direct contact of the repair material with the base or inner walls of the pothole. In case the cleaning of the internal part of the pothole is not completely achieved by means of air, it will be necessary to proceed by manual means. This step will be applied to the entire periphery of the pothole (minimum 1 foot) in order to discover cracks or micro-cracks, which may allow some penetration of moisture. If necessary, prior to this cleaning, pressurized water will be applied to the repair area to prevent dust from rising.

- Application of Emulsion Sealing: On the clean surface apply uniform irrigation of cationic rapid setting emulsion with the patching equipment at a minimum pressure of 40 psi,

  from the center of the surface being repaired outwards in circular or straight motions or from one side to the other, until the emulsion impregnates abundantly and homogeneously on the surface to be repaired, ensuring that the emulsion applied at high speed penetrates the fissures, cracks and cavities that are on the surface under repair. The impregnation sealing will include the areas adjacent to the surfaces under repair of between 4 to 12 inches, which will guarantee additional sealing and waterproofing, making the application in square or rectangular shape around the surface under repair, thus preventing the future entry of water. It will be avoided that the emulsion applied to generate puddles inside and outside the area to be repaired, that

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as traffic passes can develop spills or tearing of the repair.

- Application of Asphalt Mix: The application of the asphalt mix of up to 6 inches in thickness, done by activating the flow of stone aggregate (with the granulometry and quality indicated in the project) and applying it via pneumatic pressure at high speed through the main hose until reaching the pipette or application nozzle at the tip of the main hose, where the gravel is sprinkled uniformly with emulsion making the asphalt mixture. This mixture shall be thrown at more than 62 miles per hour towards the surface under repair through the hose and pipette or application nozzle at the end of the hose in the exact quantities required for the repair, which avoids waste and contamination.

  During application of the asphalt mixture, the hose movement and deposition of the asphalt mixture will always be in the direction of traffic flow, straight, avoiding depositing the material by way of circles, starting from the deepest part of the hole. The volume applied from the bottom of the bump to the surface should not exceed the current level of the pavement in good condition once compacted.

  Any loose aggregate on the periphery of the repair is to be swept out of the pothole and subsequently hauled away and dispose. Sand shall be applied over the pothole repair which will prevent the detachment of the superficial part of the repair and accelerate the process of breaking the emulsion.

- Compaction: The compacted mixture is placed with a light smooth viber plate for better aesthetics and repair.

- Clean Up: All material or debris that has been detached and removed from the area to be repaired will be picked up by the operation crew and removed from the area.

- Reporting: Reports must be generated of the repair work completed with the following elements as a minimum:
  - Date and time work was performed and completed;
  - Length, width and depth of the repair measured in feet with two decimal units;
  - Repair location (as detailed as possible);
  - Estimated amount of material used (in cubic yards, with two decimals);
  - Name of the operator;
  - Type of equipment used;
  - Photographic reference or geolocation of the repair before, during the repair process and upon completion.

B. Beginning of Work : Contractor shall begin work within 10 calendar days after the first working day stated on the Notice to Proceed and shall diligently prosecute the same to completion within the time limit provided in the Notice to Contractors.

   Contractor shall notify the City Representative, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall specify the date the Contractor intends to start and the areas where work will be performed.

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Should the Contractor begin work in advance of receiving written Notice to Proceed, any work performed by the Contractor in advance of the date of Notice to Proceed shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer.

The counting of working days shall begin on the date stated as the first working day on the Notice to Proceed. Contractor shall diligently prosecute the work to completion within the time limit provided in the Contract Documents.

The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these Specifications and the special provisions.

C. Hours of Operation: Regular working hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays observed by the City. No work outside of the regular working hours shall be done unless previously requested by the Contractor in writing and approved by the City in writing. Contractor is subject to reimbursing the City for the costs of providing inspection outside of regular working hours.

D. Construction Near Private Property. Contractor shall note that the work may be performed in the vicinity of private property. The Contractor shall, at all times, remove all litter, debris, and construction waste, minimize noise, dust, standing water, vibrations, hazardous conditions and provide safe access to these properties. The Contractor is prohibited from using any and all privately owned utilities. The Contractor's materials and equipment shall not be stored upon private property without written approval from the resident and/or owner.

E. Minimum Quantities. The City shall not be bound to minimum quantities of any service.

F. Inspection. The City’s Representative shall be furnished with every reasonable means for ascertaining full knowledge of the operations, including the workmanship, materials and equipment used and employed in the work. The Contractor may be required to provide the City’s Representative with an advance written schedule of operations and work locations.

Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment. Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

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G. Rejected Materials. The Contractor shall immediately remove any rejected or condemned material provided by the Contractor at his or her own expense. Rejected materials shall never again be offered to the City. Additionally, as a remedy, the City may deduct and retain the cost to replace the work from any sums due or to become due to the Contractor.

H. Safety Requirements. Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of applicable O.S.H.A., CAL E.P.A. Safety Orders at all times so as to protect all persons, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

1.02 LOCATION OF WORK

Pothole repair and maintenance of city streets throughout the City of Vallejo.

PART 2 MATERIALS

2.01 Contractor shall provide all materials required to complete quality and sustainable pothole repairs. Materials used shall be in accordance with those tested and recommended for spray-injection pothole repairs as follows:

- Emulsion Rapid Setting: For the injection process, use Cationic Rapid Setting Emulsion with the quality requirements given in Table 1 and 2.

In case the aggregate regularly used in this process is not available and a different aggregate must be obtained, the new aggregate shall be evaluated to test compatibility with the emulsion. If necessary, the rapid setting emulsion shall be modified in order to be compatible with the aggregate.

Table 1. Quality requirements for cationic rapid setting:

	ECR- 65
Asphalt content % min.	65
Viscosity Saybolt Furol 25°C (77°F) min.	
Viscosity Saybolt Furol 50°C (122°F) min.	40

Settlement 5 days % max.	5
Retained mesh 20	0.01
Particles charge	+
Dissolvent in volume	3
Rate of rupture	less 100
RESIDUAL DISTILLATION	
Viscosity 60°C (140°F) Poises	50 + - 10
Penetration 25°C (77°F)	100-250
Solubility % min.	97.5
Ductility 25°C (77°F) min.	40

Table 2. Physical Properties for cationic emulsion:

PHYSICAL PROPIETIES	
Physical state	Liquid
Appearance	Dark brown
Smell	Characteristic
Boiling point	100 °C (212°F) Approx.
Relative Density	0.95- 1.06
Viscosity 100 °C (212°F)	5- 100 sec STV 4 mm

- Aggregates: The material that is used in the process of repair of asphalts by the injection method shall be of basaltic or siliceous characteristics of negative electric charge, to obtain the electrical attraction with the cationic rapid setting. The recommendation is to use the one marked "3 A" and must comply with the granulometric characteristics and quality of tables 3 and 4.

Table 3. Granulometry requirements of aggregate

Mesh		Designation of the Aggregate		
Opening (mm)	Designation	3-A	3-B	3-E
		Pass %		
31.5	1 1/4"	----	----	----
25	1"	----	----	----
19	3/4"	----	----	----
12.5	1/2"	100		
9.5	3/8"	95 min		
6.3	1/4"	----		
4.75	No. 4	----		
2	No. 10	5 Max		
0.425	No. 40	0		

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Table 4. Quality requirements of aggregate material:

Features Values	
Wear Los Angeles, % max.	30
Elongated & wav particles, % max.	35
Accelerated weathering, % max.	12
Friction detachment, % max.	25
Coating with asphalt (English Method), % min.	90

Contractor shall furnish written laboratory reports from a reputable testing or inspection agency acceptable to City of Vallejo, or written certification from the manufacturer as to compliance with the Specifications as to the composition, durability and performance of the all materials used in the project. Certain specification sections may require special items or materials to be included in the submittal.

PART 3 EXECUTION

3.01 REMOVAL OF OBSTRUCTIONS

A. Attention is directed to Sections 7-1.11, "Preservation of Property," 7-1.12, Responsibility for Damage," and 8-1.10, "Utility and Non-Highway Facilities". Existing roadway improvements and facilities, adjacent property, utility and non-roadway facilities, and trees and plants that are not removed shall be protected from injury or damage resulting from the Contractor's operations.

3.02 DISPOSAL OF EXCAVATED MATERIAL

A. The contractor shall be responsible for making his/her own arrangements for disposing of material outside the City premises or right of way and he/she shall pay all costs involved in connection therewith.

B. Debris, rubbish, broken concrete from sidewalk or pavement and other articles typical of excavation of sidewalk, curb, gutter, pavement retaining walls, catch basins, manholes and abandoned pipe may be encountered and will become the property of the contractor and shall be removed and disposed of as stated.

C. Material removed shall be disposed of outside the street right-of-way in accordance with the provisions of Section 7-1.13 of the Standard Specifications. The Contractor shall be responsible for locating a suitable dumpsite approved by the Engineer and for transporting materials for dumping. When material is to be disposed of at a location other than at the local sanitary landfill site, the Contractor shall obtain written authorization from the property owner on whose property the disposal is to be made and he/she shall file with the Engineer said

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authorization together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on said property. If the dumpsite is within the City limits, the property owner must obtain a grading permit.

END OF SECTION

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EXHIBIT B – COST OF WORK

1. Contractor's Compensation. City agrees to pay Contractor for the services set forth in Exhibit A of this Agreement for a total not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00). Price is to include all costs chargeable to the City.

Contractor shall notify City in writing no later than thirty (30) days prior to the estimated date when Contractor will have billed City the maximum payment amount permitted under this Agreement, and Contractor shall provide City with an estimate of the additional compensation required to complete the project.

2. Price Adjustments.

A. Direct Cost: In this section means Contractor's costs from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus transportation costs from manufacturer to Contractor and Contractor to the City.

B. Price Decreases: If Contractor's direct cost decreases at any time during the term of this contract, Contractor shall immediately pass the decrease to the City and lower its prices by the amount of the decrease in direct cost. Contractor shall notify the City of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City's receipt of Contractor's notice.

C. Price Increases: Upon approval of City, Contractor shall be permitted to increase charge rates to adjust for living wage increases at the beginning of the fiscal year or as agreed upon by City and contractor. No price increases may be implemented without prior written approval of City. Requests for price increases must be made a minimum of ninety (90) days prior to the proposed effective date of the rate increase. To request a price increase, Contractor must submit a letter with an itemized list showing revised prices by line item. If the City approves the price increase, Contractor shall be notified in writing; no price increase will be effective until Contractor receives this notice.

D. Termination of Performance: If the City does not approve Contractor's price increase, Contractor may terminate its performance under the agreement upon sixty (60) days advance written notice. Termination of Performance is Contractor's only remedy if the City does not approve the price increase. If at any time after approving a price increase, the City determines the same service can be obtained at a lower price from a different source without violating any state law, the City may then procure the service from the lower price source without any obligation to Contractor.

3. Invoicing. Contractor shall invoice City in a timely manner upon completion of each service provided in a form approved by the City Representative. Invoicing shall include a detailed description of the work performed, the quantity and unit price for the work performed, total cost, and the City of Vallejo Purchase Order Number.

When applicable, a weigh-master's tag indicating material quantities shall be included with the

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invoice, and the tag/ticket number referenced on invoices to verify the charges.

Invoices shall be submitted via email to AP.PublicWorks@cityofvallejo.net.

4. Account Statements. Contractor shall send account statements on a monthly basis. The account statements shall list outstanding invoice data, such as invoice number, invoice date, and invoice total. Statements shall be emailed to AP.PublicWorks@cityofvallejo.net.

5. Payment. City agrees to pay Contractor for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, within thirty (30) days after the City has approved the invoice upon satisfactory completion of the services.

5. Accounting Records of Contractor. Contractor shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Contractor under this section shall survive this Agreement.

6. Taxes. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. Taxpayer Identification Number. Contractor shall provide City with Contractor's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT B, ATTACHMENT 1

ON-CALL POTHOLE REPAIR SERVICES

FEE SHEET

ITEM NO.	UNIT OF ISSUE	POTHOLE SIZE	UNIT PRICE
1	SQUARE FOOT (SF)	1'x1'x2"	$ 9.00
2	SQUARE FOOT (SF)	1'x1'x3"	$ 13.00
3	SQUARE FOOT (SF)	1'x1'x4"	$ 16.00
4	SQUARE FOOT (SF)	3'x3'x2"	$ 81.00
5	SQUARE FOOT (SF)	3'x4'x4"	$ 204.00
6	SQUARE FOOT (SF)	5'x6'x2"	$ 270
7	SQUARE FOOT (SF)	3'x7'x5"	$ 441.00

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EXHIBIT C - INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Contractor, their agents, representatives, or employees or subcontractors. It shall be a requirement under this Agreement 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 minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

A. General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor is not subject to California Workers' Compensation requirements, Contractor shall file a completed *Request for Waiver of Workers' Compensation Insurance Form* which may be obtained from the City prior to commencing any activity authorized hereunder.

3. Deductible and Self-Insured Retention (SIR). Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing

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payment of losses and related investigations, claim administration and defense expenses. All SIRs must be disclosed to the City's Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

4. Other Insurance Provisions.

A. Additional Insured Endorsements: The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. Additional Insured endorsements with respect to General Liability, Auto and Umbrella/Excess Insurance shall be attached to the Certificate of Insurance presented to the City.

B. 30 Days' Notice of Cancellation Endorsements: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

C. Waiver of Subrogation Rights Endorsement: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Contractor's performance under this Agreement. The waiver of subrogation rights endorsement in favor of the City of Vallejo shall be attached to the Certificate of Insurance.

D. The limits of Insurance required in this 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 of Vallejo before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured.

E. The insurance coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

F. The Contractor'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.

G. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

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H. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. Acceptability of Insurers. The insurance is to be issued by companies licensed to do business in the State of California. The insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Contractor shall furnish the City with certificates of insurance and original endorsements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. 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 right to exercise later. All verification of coverage and other insurance documents shall be mailed to the following address:

City of Vallejo
Attn: Risk Manager
555 Santa Clara Street
Vallejo, CA 94590

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

8. Payment Withhold. City will withhold payments to Contractor if the certificates of insurance and endorsements required in this exhibit are canceled or Contractor otherwise ceases to be insured as required herein.

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EXHIBIT D

CITY OF VALLEJO
PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION

CONTRACT CHANGE ORDER NO.:_____ DATE:_____

TO: _____

PROJECT: **On-Call Pothole Repair Services 2025**

FROM: CITY OF VALLEJO

This change order modifies and amends the provisions of that certain Contract dated _____ by and between the City and _____ _____("Contractor").

REFERENCE: Contract Plans, Sheet No. or other Plans attached

Contractor is hereby directed to make the following changes to the Work:

By signing this Change Order, Contractor understands and agrees that it is accepting the specified sums and adjustment of contract time of completion (if any) set forth herein as full, final and complete satisfaction of any and all claims by Contractor for all costs and expenses of Contractor and anyone for whom Contractor may be responsible for the work referred to herein, including but not limited to costs or expenses of the Contractor or any of its subcontractors, materials suppliers, vendors or anyone else for whom Contractor is responsible, for labor, materials, services or equipment, no matter how characterized, whether known or unknown to Contractor, including but not limited to, all field and home office overhead, delay costs/claims, acceleration costs/claims, unabsorbed or under-absorbed home office overhead, extended field costs, general conditions, claim preparation costs, inefficiencies, or the like, no matter how characterized. Contractor further understands and agrees by signing this Change Order that any attempt by Contractor to purportedly reserve rights to claim additional time or compensation for the work referred to herein, is void.

SAMPLE

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ADJUSTMENT OF CONTRACT TIME OF COMPLETION: _____

AGREED PRICE:

BASE CONTRACT PRICE: _____

PREVIOUS CONTRACT CHANGE ORDER: _____

NEW ADJUSTED CONTRACT PRICE: _____

EXCEPT AS SET FORTH ABOVE, ALL TERMS AND PROVISIONS OF THE CONTRACT AND ALL PRIOR CHANGE ORDERS REMAIN IN FULL FORCE AND EFFECT.

RECOMMENDED: _____

NAME TITLE

Execution of this Change Order by both parties constitutes a binding agreement. This document constitutes the entire agreement between the parties. The person signing this Change Order for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

ACCEPTED AND AGREED

Contractor: _____ DATE _____

[Type in name and title]

City: _____ DATE _____

CITY REPRESENTATIVE

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Victoria Greene	
Providentia Insurance Solutions Inc. 4165 E Thousand Oaks Blvd Suite 325 Westlake Village CA 91362	PHONE (A/C, No, Ext): (818) 638-4458	FAX (A/C, No): (818) 386-9458
	E-MAIL ADDRESS: vgreene@providentiainsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Jetpatcher USA Inc 677 Anita St Suite F Chula Vista CA 91911	INSURER A : Champlain Specialty Insurance Company	16834
	INSURER B : United Financial Casualty Co	11770
	INSURER C : Clear Spring Property and Casulaty Company	15563
	INSURER D : Evanston Insurance Company	35378
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2522600436 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CSAR-CGL-0006100-01	02/18/2025	02/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Project Aggregate	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		01663486	08/31/2025	08/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CSAR-CEL-006617-01	04/02/2025	02/18/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CWC00189004	09/26/2025	09/26/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CPLMO130310	03/28/2025	03/28/2026	Aggregate Each Occurrence	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respect with General Liability and Commercial Auto.

10 day notice of cancellation for non payment of premium and 30 day notice of cancellation for all other reasons. Policy terms, conditions and limitations apply.

CERTIFICATE HOLDER

City of Vallejo
555 Santa Clara St
Vallejo CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Enriquez

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss	Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Print Date: 2/20/2025

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POLICY NUMBER: CSAR-CGL-0006100 - 01

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract signed by both parties and the insured contract is executed prior to any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

Print Date: 2/20/2025

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss	Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Vallejo 555 Santa Clara Street, Vallejo, CA, 94590	1 year Road repair of pothole - City of Vallejo, different street address during the year

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	09/26/2025	Policy No.	CWC00189004	Endorsement No.	1
Insured	Jetpatcher USA, Inc.			Premium	$4,893

Insurance Company: Clear Spring Property and Casualty Company Countersigned by:

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From: Oscar Alcantar
To: Brisa Long
Subject: FW: Bonds - Jetpatcher USA Inc.
Date: Friday, December 19, 2025 9:22:34 AM
Attachments: image001.png
image002.png
image003.png
image005.png
image006.png
image007.png

Good to go

Oscar Alcantar
Interim Public Works Director
City of Vallejo | Public Works
111 Amador Street Vallejo, CA 94590
Office: (707) 648-4105 | oscar.alcantar@cityofvallejo.net

From: Laura Zagaroli <Laura.Zagaroli@cityofvallejo.net>
Sent: Thursday, December 18, 2025 5:31 PM
To: Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>
Subject: RE: Bonds - Jetpatcher USA Inc.

Then we can continue to waive the bond requirement.

Laura Zagaroli
Assistant City Attorney
City of Vallejo | Office of the City Attorney
(707) 648-4547 | *laura.zagaroli@cityofvallejo.net*

From: Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>
Sent: Thursday, December 18, 2025 10:35 AM
To: Laura Zagaroli <Laura.Zagaroli@cityofvallejo.net>
Subject: RE: Bonds - Jetpatcher USA Inc.

Yes all the same

Oscar Alcantar
Interim Public Works Director
City of Vallejo | Public Works
111 Amador Street Vallejo, CA 94590

Docusign Envelope ID: 2D5D7EED-8091-4BA1-963E-B63F1C6C2548

Office: (707) 648-4105 | oscar.alcantar@cityofvallejo.net

From: Laura Zagaroli <Laura.Zagaroli@cityofvallejo.net>
Sent: Thursday, December 18, 2025 10:34 AM
To: Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>
Subject: RE: Bonds - Jetpatcher USA Inc.

Are the conditions the same? In reviewing the history, we paid them in arrears on a monthly basis, we inspected their work before payment, and on this basis Veronica agreed we could waive the bond.

Laura Zagaroli
Assistant City Attorney
City of Vallejo | Office of the City Attorney
(707) 648-4547 | *laura.zagaroli@cityofvallejo.net*

From: Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>
Sent: Thursday, December 18, 2025 9:36 AM
To: Laura Zagaroli <Laura.Zagaroli@cityofvallejo.net>
Subject: FW: Bonds - Jetpatcher USA Inc.

Hi Laura,

Jetpatcher is again having issues with obtaining a bond. Can we waive the bond requirement as we have in the past ?

Thank you.

Oscar Alcantar
Interim Public Works Director
City of Vallejo | Public Works
111 Amador Street Vallejo, CA 94590
Office: (707) 648-4105 | oscar.alcantar@cityofvallejo.net

From: Brisa Long <Brisa.Rojas@cityofvallejo.net>
Sent: Thursday, December 18, 2025 9:18 AM
To: Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>

Docusign Envelope ID: 2D5D7EED-8091-4BA1-963E-B63F1C6C2548

Subject: FW: Bonds - Jetpatcher USA Inc.

Brisa Long
Administrative Analyst II
City of Vallejo | Public Works Department
555 Santa Clara Street Vallejo, CA 94590
Office: (707) 553-7239 | brisa.long@cityofvallejo.net



From: Laura Zagaroli <Laura.Zagaroli@cityofvallejo.net>
Sent: Thursday, February 22, 2024 4:07 PM
To: Brisa Long <Brisa.Rojas@cityofvallejo.net>
Cc: Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>
Subject: RE: Bonds - Jetpatcher USA Inc.

Yes, let's waive the bond requirement then.

Laura Zagaroli
Assistant City Attorney
City of Vallejo | Office of the City Attorney
(707) 648-4547 | *laura.zagaroli@cityofvallejo.net*

From: Brisa Long <Brisa.Rojas@cityofvallejo.net>
Sent: Thursday, February 22, 2024 4:06 PM
To: Laura Zagaroli <Laura.Zagaroli@cityofvallejo.net>
Cc: Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>
Subject: RE: Bonds - Jetpatcher USA Inc.

No, they have not increased their pricing. Yes, is it possible to waive the bond provision since we are paying them on a month to month basis and inspecting their work monthly

---

Brisa Long
Administrative Analyst II
City of Vallejo | *Public Works Department*
(707) 553-7239 | brisa.long@cityofvallejo.net

From: Laura Zagaroli <Laura.Zagaroli@cityofvallejo.net>
Sent: Thursday, February 22, 2024 3:59 PM
To: Brisa Long <Brisa.Rojas@cityofvallejo.net>

Docusign Envelope ID: 2D5D7EED-8091-4BA1-963E-B63F1C6C2548

Cc: Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>
Subject: RE: Bonds - Jetpatcher USA Inc.

What if we waived the bond provision since this is a maintenance contract? Has Jetpatcher already increased its pricing based on the bond requirements?

Laura Zagaroli
Assistant City Attorney
City of Vallejo | Office of the City Attorney
(707) 648-4547 | *laura.zagaroli@cityofvallejo.net*

From: Brisa Long <Brisa.Rojas@cityofvallejo.net>
Sent: Thursday, February 22, 2024 8:14 AM
To: Laura Zagaroli <Laura.Zagaroli@cityofvallejo.net>
Cc: Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>
Subject: FW: Bonds - Jetpatcher USA Inc.

Please see below and attached. Will that be ok?

Brisa Long
Administrative Analyst II
City of Vallejo | *Public Works Department*
(707) 553-7239 | brisa.long@cityofvallejo.net

From: Breanna Boatright <bboatright@iwins.com>
Sent: Thursday, February 22, 2024 8:10 AM
To: Brisa Long <Brisa.Rojas@cityofvallejo.net>; Oscar Alcantar <Oscar.Alcantar@cityofvallejo.net>
Cc: Debbie Martir <Debbie.Martir@cityofvallejo.net>; John Weber <jweber@iwins.com>; Armando Ibarra <armandoibarracpa@yahoo.com>
Subject: RE: Bonds - Jetpatcher USA Inc.

This Message Is From an External Sender
This message came from outside your organization.

Good Morning Brisa,

We're making headway on the bonds, but I need confirmation that the City will accept an annually renewable performance and payment bond form. I have attached a template as reference. Will you please advise if this will suffice?

Thank you,

Public Works Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4315

March 9, 2026

Javier R. Arauzo E., President
Jetpatcher USA Inc.
677 Anita Street, Suite F
Chula Vista, CA 91911

SUBJECT: Notice of Exercise of Term Extension for Contract #26PW129

Dear Mr. Arauzo:

Please consider this letter as notice that the City of Vallejo is excersing its contractual right to extend contract #26PW129 for an additional one (1) year period, pursuant to Section 2 (Terms and Conditions), paragraph 7-9 of the Construction Contract for On-Call Pothole Repair Services dated November 30, 2025. This extends the term of the agreement until June 30, 2027.

Section 2 (Terms and Conditions), paragraph 7-9 reads as follows:

> The term of this Agreement shall commence on November 30, 2025, and shall continue in full force and effect until June 30, 2026.
>
> City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one year, by written notice to Contractor. The total duration of this Agreement, including the exercise of any options under this section, shall not extend beyond June 30, 2030.
>
> If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Contractor agrees to terminate any services supplied to City of Vallejo under this Contract, and relieve City of any further obligation therefore.

Should you have questions please contact me at oscar.alcantar@cityofvallejo.net . Thank you for your continued partnership with the City of Vallejo.

Sincerely,

Oscar Alcantar
Interim Public Works Director

Oscar Alcantar
Digitally signed by Oscar Alcantar
DN: cn=Oscar Alcantar, o=City of Vallejo, ou=Public Works, email=oscar.alcantar@cityofvallejo.net, c=US
Date: 2026.03.09 07:52:50 -07'00'

S:\00 Purchasing\Consultants-Contractors-Vendors\Jetpatcher\FY26-27

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Oscar Alcantar, Interim Public Works Director
SUBJECT: **ADOPT A RESOLUTION APPROVING A FIRST AMENDMENT TO THE ON-CALL SERVICES AGREEMENT WITH KALMIKOV ENTERPRISES, INC. DBA FIRE APPARATUS SOLUTIONS TO INCREASE THE NOT-TO-EXCEED AMOUNT TO $550,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

RECOMMENDATION

Adopt a Resolution approving a First Amendment to the On-Call Services Agreement with Kalmikov Enterprises, Inc. dba Fire Apparatus Solutions to increase the not-to-exceed amount to $550,000 and authorizing the City Manager to execute same.

REASONS FOR RECOMMENDATION

The existing On-Call Services Agreement with Kalmikov Enterprises, Inc. dba Fire Apparatus Solutions for parts and repairs has a not-to-exceed amount of $100,000 and an expiration of June 30, 2027. To continue repair efforts on fire suppression and fire operations apparatus in a timely manner, staff recommend increasing the contract not-to-exceed amount to $550,000.

BACKGROUND AND DISCUSSION

On October 1, 2025, the City executed an on-call services agreement with Kalmikov Enterprises, Inc. dba Fire Apparatus Solutions (FAS) in the amount of $100,000 for the provision of parts and repair services for the City's fire suppression and fire operations apparatus. The contract had an expiration date of June 30, 2026, and included two one-year options to extend at the City's discretion. In order to maintain continuity of service and avoid a lapse in the City's ability to obtain specialized repairs for critical Fire Department fire apparatus, a letter of extension has been issued extending the contract term through June 30, 2027. The total duration of the contract provides that it shall not extend beyond June 30, 2028.

This vendor is exempt from the competitive purchasing process pursuant to Municipal Code Section 3.20.090 (A)(3), which allows exceptions in situations where the solicitation of bids or proposals would be impractical, unavailing, or impossible. FAS has previously performed work on the City's fire apparatus and is the authorized dealer and service provider for the manufacturer of the City's Spartan emergency response vehicles. At the time the contract was executed, several fire apparatus units were already awaiting necessary repairs. Due to the urgency of returning these emergency response vehicles to operational status, the time and cost associated with soliciting multiple quotes were determined to be impractical. Obtaining additional quotes would have required staff to transport the apparatus to multiple out-of-town repair facilities for assessments, each typically involving evaluation fees, which would have resulted in additional delays and postponed the completion of critical repairs. FAS was therefore selected because of its specialized technical expertise, familiarity with the City's apparatus, and direct access to manufacturer-specific parts required to perform repairs efficiently and in accordance with manufacturer standards. Further, in accordance with Vallejo Municipal Code Section 3.20.090 (A)(11) th procurement of the boce noticed services is in the best interests of the City for the reasons stated above.

Several fire apparatus units currently require significant maintenance and repair work that has previously been

deferred due to budget limitations. Unit 231 (Ladder Truck) requires repairs, which was postponed in order to prioritize repairs to Unit 221 (Pumper Truck), which was determined to be the most critical to maintain frontline emergency response capability. In addition, Unit 237 (Pumper Truck) may require additional engine repairs that could necessitate sending the unit to FAS for specialized service. While these units represent those currently identified as needing repairs, it is highly likely that additional unforeseen maintenance issues will arise during the contract term due to the increasing age, heavy use, and operational demands placed on emergency response vehicles.

The existing contract with FAS is approaching its authorized spending limit. To ensure the City maintains the ability to promptly address current and future repair needs for fire apparatus, staff recommends increasing the contract not-to-exceed amount to $550,000 for the remainder of the contract term. Approval of this amendment will allow the City to continue utilizing FAS's specialized services to complete necessary repairs and return critical fire apparatus to service as quickly as possible. The parties acknowledge that the assignment of any additional repair work under this contract remains dependent upon the availability and allocation of Council-approved budget.

Failure to approve the proposed contract amendment would significantly limit the City's ability to complete necessary repairs to the Fire Department's apparatus that are currently out of service or operating with deferred maintenance. Without sufficient contract authority in place, repair work may be delayed while staff pursues alternative procurement options, which may not be able to provide the same manufacturer-specific expertise or timely access to specialized parts. These delays could result in extended downtime for emergency response vehicles, reduced operational readiness of the City's Fire Department fleet, and impacts to the Fire Department's ability to maintain adequate emergency response capacity. Approval of the contract amendment is therefore critical to ensuring the continued reliability, safety, and operational availability of the City's fire suppression and emergency response equipment.

FISCAL IMPACT

Payment for services to be provided under the proposed First Amendment to the On-Call Services Agreement with Kalmikov Enterprises, Inc. dba Fire Apparatus Solutions will come from City Council approved annual appropriations to the Fleet Maintenance Fund (#502).

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	RESO First Amendment - Kalmikov FAS 26PW073_CAO Stamp
2.	Fire Apparatus Solutions- First Amendment to 26PW073 to increase to $550K_CAO Stamp
3.	26PW073 FIRE APPARATUS SOLUTIONS On-Call Services Agreement
4.	FAS - #26PW073 PartsServices - Extension Letter to June 30 2027

CONTACT

Oscar Alcantar, Interim Public Works Director (707) 648-4433
oscar.alcantar@cityofvallejo.net

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A FIRST AMENDMENT TO THE ON-CALL SERVICES AGREEMENT WITH KALMIKOV ENTERPRISES, INC. DBA FIRE APPARATUS SOLUTIONS TO INCREASE THE NOT TO EXCEED AMOUNT TO $550,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, On October 1, 2025, the City executed an on-call services contract with Kalmikov Enterprises, Inc. dba Fire Apparatus Solutions for parts and repairs of fire suppression and fire operation units in the amount of $100,000 with an expiration date of June 30, 2026 and two one-year options to extend at the City's discretion. The City has thus far extended the term of this contract once, to June 30, 2027; and

WHEREAS, this vendor is exempt from competitive purchasing pursuant to Municipal Code Section 3.20.090(A)(3), which allows for exceptions in situations where the solicitation of bids or proposals would be impractical, unavailing, or impossible. At the time the contract was being executed there were several fire apparatus units that were awaiting required repairs, and the time and costs associated with securing three quotes was determined to be infeasible; and

WHEREAS, this vendor was also chosen because these are specialized emergency response equipment, the vendor has technical expertise, familiarity with the apparatus, and access to the necessary manufacturer-specific parts to perform the repairs in a timely and effective manner; and

WHEREAS, two fire units currently require maintenance and repairs that were previously deferred due to budget constraints; and

WHEREAS, in order to continue utilizing this vendor's services to efficiently and effectively repair fire emergency vehicles, staff is seeking authorization to amend the agreement to increase the total amount not to exceed $550,0000 over the life of the agreement.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby finds that in accordance with Vallejo Municipal Code Section 3.20.090(A)(11), it is in the best interest of the City to enter into this First Amendment to the On Call Services Agreement due to the existing need to continue the described services and the existing contract and ongoing services with the existing vendor.

BE IT FURTHER RESOLVED that the City Council hereby approves the First Amendment to the On-Call Services Agreement by and between the City of Vallejo and Kalmikov Enterprises, Inc. dba Fire Apparatus Solutions to increase the total amount of the contract not to exceed $550,000. Said First Amendment is attached hereto as Exhibit A and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute same, with any modifications recommended by the City Attorney and the City Clerk to attest the signing of that Agreement.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 28, 2026, with the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN

ATTEST

_____

ANDREA SORCE, MAYOR

_____

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

FIRST AMENDMENT TO ON-CALL SERVICES AGREEMENT

KALMIKOV ENTERPRISES, INC. DBA FIRE APPARATUS SOLUTIONS

This First Amendment to the On-Call Services Agreement, made and entered into on October 1, 2025, hereafter referred to as Agreement, between Kalmikov Enterprises, Inc. dba Fire Apparatus Solutions, a California corporation ("Service Provider"), and the City of Vallejo, a municipal corporation ("City"), is made and entered into on this 29th day of April 2026.

WHEREAS, pursuant to the existing agreement, Service Provider provides parts and repair services on an as-needed basis to fire suppression and fire ops vehicles; and

WHEREAS, the existing Agreement has a not-to-exceed amount of $100,000, includes two one-year options to extend in the City's sole discretion (one of which has been exercised), and is due to expire on June 30, 2027; and

WHEREAS, the parties wish to amend the Agreement to increase Service Provider's compensation by an additional $450,000, for a maximum not to exceed amount of $550,000.

NOW THEREFORE, Service Provider and City do mutually agree as follows:

1. Revised Compensation. Service Provider's compensation as set forth in Section 1 Exhibit B of the Agreement is hereby increased by $450,000 to a maximum not-to-exceed amount of $550,000.

2. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Service Provider shall perform all duties, obligations and conditions required under the Agreement.

3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

5. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

6. Authority. The person signing this First Amendment for Service Provider hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Service Provider.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

KALMIKOV ENTERPRISES, INC., dba FIRE APPARATUS SOLUTIONS
a California corporation

BY: _____
WILLIAM KALMIKOV
General Manager

DATE: _____

CITY OF VALLEJO,
a municipal corporation

BY: _____
ANDREW MURRAY
City Manager

DATE: _____

ATTEST: _____
DAWN G. ABRAHAMSON
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

_____
OSCAR ALCANTAR
Interim Public Works Director

APPROVED AS TO FORM:

_____
VERONICA A. F. NEBB
City Attorney

APPROVED AS TO INSURANCE:

_____
ARMOND SARKIS
Risk Manager

Contract and Routing Form

Requisition Number: 1385194351

26PW073

Date Originated:

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Maintenance
Staff Contact: Luis Marrero, brisa.long@cityofvallejo.net
Contract Type: Other: on call services agreement
Vendor: Fire Apparatus Solutions

Contract Not to Exceed Amount: 100000.00
Contract Start Date: Oct 01, 2025 **End Date:** Jun 30, 2026
Option to Extend: by letter in one year intervals, not to extend beyond 6.30.28
Authority to Contract: City Manager
Other Comments:
This is an on call services agreement for parts and repairs for fire suppression and fire ops vehicles.

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form

Docusign Envelope ID: 764EC4FF-9343-4943-B125-023B1089E96C

Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division	DS	10/6/2025	
Risk Manager	DS	10/6/2025	
City Attorney's Office	DS	10/4/2025	
Department Head			
Finance Department	DS	10/6/2025	
City Manager	Initial	10/8/2025	
City Clerk	DS	10/8/2025	

Return executed contract to: Luis Marrero

Pre-Requisition Form

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Maintenance
Staff Contact: Luis Marrero, brisa.long@cityofvallejo.net
Vendor: Kalmikov Enterprices, Inc., dba Fire Apparatus Solutions **Vendor Number** 103626
Term: Multi-year Term
Anticipated Start Date: Oct 01, 2025
Anticipated End Date: Jun 30, 2026
Anticipated Contract Type: Other: On Call Services Agreement
Purchasing Authority: City Manager
Total Projected Expenditure: 100000.00

Multiple Project Numbers? Multiple Account Numbers? No, just one

Description of Proposed Purchase:
Parts and Repairs for the City on an on-call, as-needed basis. The units to be repaired are fire suppression and fire ops vehicles.
I have reviewed the city-wide contracts, expenditure and encumbrance reports to comply with the VMC.
It is existing vendor but total City-wide expenses are not anticipated to hit the cap of $100,000 in a single FY.
Competitive Process: I am exempt from having to complete a Competitive Process

Exemption Explanation:
3.Situations where solicitations of bids or proposals would for any reason be impractical, unavailing or impossible;
Explanation for Vendor Selection:
Vendor was chosen as they are the dealer for the manufacturer for the fire suppression and fire ops vehicles that would be repaired, including the availability of specific original parts/equipment. We have current fire equipment that requires repair and the time/costs of securing 3 quotes isn't feasible. This is specialized emergency response equipment that was purchased through FAS, they know the equipment and have specific parts available.

Uploaded documents available for review https://bit.ly/vPreReqs.
WarrantyNot sure

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Pre-Requisition Signature Section

Department	Comment

Supervisor/Manager: Brisa Long
Title: Administrative Analyst II
E-mail: brisa.long@cityofvallejo.net

Brisa Long 9/29/25

Signature *Date*

Delegated Signee: Oscar Alcantar
Title: Interim Public Works Director
E-mail: gary.caabay@cityofvallejo.net

Oscar Alcantar Digitally signed by Oscar Alcantar
DN: cn=Oscar Alcantar, o=City of Vallejo, ou=Public Works, email=oscar.alcantar@cityofvallejo.net, c=US
Date: 2025.09.29 17:14:36 -07'00'

Signature *Date*

Route Final HTE PO to City Clerk for Contract Log

Docusign Envelope ID: 764EC4FF-9343-4943-B125-023B1089E96C

ON-CALL SERVICES AGREEMENT

This On-Call Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this _1st_ day of October, 2025, by and between the City of Vallejo, a municipal corporation ("City"), and Kalmikov Enterprises, Inc. dba Fire Apparatus Solutions, a California corporation, hereinafter referred to as "Service Provider", who agree as follows:

1. Services to be Provided. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide the City parts and services for fire suppression and fire ops vehicles as specified in Exhibit A, entitled "Scope of Work."

2. Payment. City shall pay Service Provider for services rendered pursuant to this agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Service Provider for services rendered pursuant to this Agreement.

3. Facilities and Equipment. Service Provider shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. Indemnification. Service Provider shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Service Provider's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Service Provider's operations, or any subcontractor's operations, to be performed under this agreement for Service Provider's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Service Provider, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

Service Provider shall also indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Service Provider's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Service Provider's operations, or any subcontractor's operations, related to costs or benefits associated with California Public Employment Retirement System (CalPERS) membership where Service Provider supplies a CalPERS member who CalPERS determines is subject to enrollment.

The provisions of this section shall survive the expiration or termination of this Agreement.

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5. Insurance Requirements. Service Provider agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Service Provider." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Service Provider shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Conflict of Interest. Service Provider warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Service Provider's family, business, real property or financial interests and the services to be provided under this Agreement. Service Provider shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Service Provider's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Service Provider shall disclose such conflict in writing to City. Every individual who performs services on behalf of Service Provider pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

8. Independent Contractor. Service Provider is an independent contractor. Neither Service Provider nor any of Service Provider's officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Service Provider only insofar as the results of Service Provider's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Service Provider accomplishes services pursuant to this Agreement.

9. Licenses, Permits, Etc. Service Provider represents and warrants to City that all Service Provider services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Service Provider has all the permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service

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Provider represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Service Provider to practice its profession.

10. Business License. Service Provider, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Service Provider until such business license(s) has been obtained.

11. Standard of Performance. Service Provider shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Service Provider's profession currently practicing in California.

Service Provider is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Service Provider is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Service Provider is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Service Provider of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Service Provider.

Service Provider's responsibilities under this section shall not be delegated. Service Provider shall be responsible to City for acts, errors, or omissions of Service Provider's subcontractors.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or

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brownouts.

In the event that the Service Provider is unable to meet the completion date or schedule of services, Service Provider shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Service Provider agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Service Provider pursuant to this Agreement shall be the full and complete compensation to which Service Provider and Service Provider's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Service Provider nor Service Provider's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Service Provider. The City shall not be required to pay any workers' compensation insurance on behalf of Service Provider.

Service Provider shall pay, when and as due, any and all taxes incurred as a result of Service Provider's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. General Prohibition on Assignment of CalPERS Members and Annuitants. Service Provider shall not hire, employ, or use, as an employee, subcontractor or agent of Service Provider (Assigned Individual) any California Public Employment Retirement System (CalPERS) member or annuitant in connection with the provision of services under this Agreement. Nor shall Service Provider allow any of its subcontractors, agents, or other representatives to employ CalPERS members or annuitants for the purpose of performing work under this Agreement. Failure to comply with the provisions of this section shall constitute a material breach of Service Provider's obligations under this Agreement and shall be grounds for termination.

The City Manager and the Human Resources Director may together approve an exception which they determine either: (i) meets the requirements of CalPERS relating to Independent Contractors; or (ii) where such Assigned Individual who is an Annuitant, has not, and will not, exceed 960 total hours in a fiscal year (July 1 to June 30) for all CalPERS employers combined, and satisfies all other CalPERS annuitant requirements. No Assigned Individual, regardless of CalPERS membership at the time the labor is provided, may exceed 1,000 hours in a fiscal year (July 1 to June 30).

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16. Service Provider Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Service Provider shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Service Provider shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

17. Term. The term of this Agreement shall commence on October 1, 2025 and shall continue in full force and effect until June 30, 2026.

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one year, by written notice to Service Provider. The total duration of this Agreement, including the exercise of any options under this section, shall not extend beyond June 30, 2028.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Service Provider agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

18. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Service Provider. Upon receipt of a notice of termination, Service Provider shall perform no further work except as specified in the notice. Before the date of termination, Service Provider shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Service Provider for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Service Provider for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Service Provider for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

19. Products of Service Provider. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Service Provider resulting from services rendered pursuant to this Agreement, shall become the property of City. Service Provider agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright

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or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Service Provider makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

20. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Service Provider in the performance of Service Provider's services hereunder.

21. Assignment and Subcontracting. Service Provider shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Service Provider shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Service Provider. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Service Provider to use subcontractors for performance of any service under this Agreement.
The City is an intended beneficiary of any work performed by Service Provider's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

22. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

23. Non-Discrimination/Fair Employment Practices.

(a) Service Provider shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of

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employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Service Provider warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Service Provider for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Service Provider of Service Provider's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Service Provider shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Service Provider agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

24. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:	Oscar Alcantar Interim Public Works Director City of Vallejo- Public Works Dept. 555 Santa Clara Street Vallejo, CA 94590
If to Service Provider:	William Kalmikov, General Manager Fire Apparatus Solutions (FAS) 1762 South Sycamore Avenue Rialto, CA 92376

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire

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agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. 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 hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Service Provider will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Service Provider may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Service Provider agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Service Provider's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and

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that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Service Provider shall treat all records and work product prepared or maintained by Service Provider in the performance of this Agreement as confidential. A violation by Service Provider of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief. Service Provider's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Service Provider agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Service Provider hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Service Provider.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments
Exhibit B, entitled "Compensation," including any attachments
Exhibit C, entitled "Insurance Requirements," including attachments

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

Kalmikov Enterprises, Inc.,
dba Fire Apparatus Solutions
a California corporation

Signed by:
BY: William kalmikov
0D15E99EE8E048D...
William Kalmikov
General Manager

DATE: 10/6/2025

(City Seal)

CITY OF VALLEJO,
a municipal corporation

Signed by:
BY: _____
0F60CAE6778848F...
Andrew Murray
City Manager

DATE: 10/8/2025

ATTEST:

DocuSigned by:
Dawn G Abrahamson
1489DDA6695D425...
Dawn G. Abrahamson
City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:
OSCAR ALCANTAR
16FA7EDDBCB242A...
Oscar Alcantar
Interim Public Works Director

APPROVED AS TO FORM:

DocuSigned by:
Veronica A.F. Nebb
E455160E392E47A...
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Armond Sarkis
F1CF2285B5CF441...
Armond Sarkis
Risk Manager

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EXHIBIT A - SCOPE OF WORK

1. **Representatives.** The City Representatives for this Agreement are:

   Jorge Pamogas, Fleet Manager
   Vallejo Corporation Yard
   111 Amador Street
   Vallejo, CA 94590
   jorge.pamogas@cityofvallejo.net

   Luis Marrero, Fleet Parts Specialist
   Vallejo Corporation Yard
   111 Amador Street
   Vallejo, CA 94590
   luis.marrero@cityofvallejo.net

   The Service Provider's Representative for this Agreement is:

   William Kalmikov, General Manager
   Fire Apparatus Solutions
   1762 South Sycamore Avenue
   Rialto, CA 92376
   714-357-9706
   fasfire@gmail.com

   All routine administrative communication between the parties will be between the above-named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Service Provider's Representative and City's Representative.

2. **Services to be Provided.** The Service Provider shall provide parts and repairs for the City on an on-call, as-needed basis. The units to be repaired are fire suppression and fire ops vehicles.

3. **Notification to Service Provider.** The City Representative will contact the Service Provider regarding City's specific needs and timeframe. Service provider shall provide the City with an estimate of the total cost to complete the parts/repairs needed. Upon City's review and approval of Service Provider's provided estimate, City will generate a Purchase Order thus authorizing the Service Provider to proceed.

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EXHIBIT B - COMPENSATION

1. Compensation. City agrees to pay Service Provider, at the rate(s) below for the services set forth in Exhibit A of this Agreement, for a total not to exceed One Hundred Thousand Dollars ($100,000). Price is to include all costs chargeable to the City.

Service Provider shall notify City in writing no later than thirty (30) days prior to the estimated date when Service Provider will have billed City the maximum payment amount permitted under this Agreement, and Service Provider shall provide City with an estimate of the additional compensation required to complete the project.

2. Additional Services. Additional Services are those services related to the scope of work as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Service Providers to perform said Additional Services.

Service Provider's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Service Provider, compensation to Service Provider shall not exceed the fixed fee amount.

3. Appropriate Billable Hourly Rates for Services and Additional Services. Service Providers billable hourly rates shall be as follows:

$160/hr standard shop labor rate
30% markup on sublet shop labor
40% markup on sublet parts orders
Standard factory pricing index for all Original Equipment (OE) parts

4. Invoicing. Service Provider shall invoice City in a timely manner upon completion of each service provided in a form approved by the City Representative.

Invoices shall contain the following information:

A. Invoice number and date of invoice.
B. City Purchase Order (PO) number;
C. Remit to address.

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D. Vehicle make, model, series, license number, and vehicle mileage.
E. Description of all work performed.
F. Itemized list of parts including part numbers.
G. Total labor hours at the hourly labor rate.
H. Total cost for labor and parts including sales tax on parts/materials payable by the City;
I. Attached copy of approved quotation; and
J. An acceptable proof of delivery

Invoices shall be submitted directly to the department/division requesting service and shall be according to the instruction provided by the City representative ordering said service.

5. Payment. City agrees to pay Service Provider for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, within thirty (30) days after the City has approved the invoice upon satisfactory completion of the services.

Request for payment shall be sent to:

AP.PublicWorks@cityofvallejo.net

6. Accounting Records of Service Provider. Service Provider shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Service Provider's direct salary costs for all services performed under this Agreement and records of Service Provider's Reimbursable Expenses, in accordance with generally accepted accounting practices. Service Provider shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty-four (24) hours' notice. The obligations of Service Provider under this section shall survive this Agreement.

7. Taxes. Service Provider shall pay, when and as due, any and all taxes incurred as a result of Service Provider's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

8. Taxpayer Identification Number. Service Provider shall provide City with Service Provider's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

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EXHIBIT C – INSURANCE REQUIREMENTS

The Service Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, his/her agents, representatives, employees or sub-providers. Such insurance shall not be construed to relieve the Service Provider of any liability in excess of such coverage. It shall be a requirement under this Agreement 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 minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the obligations of the Service Provider under this Agreement.

A. **Minimum Scope of Insurance** Coverage shall be at least as broad as:

1. Comprehensive General Liability Insurance Services.
2. Automobile Liability insurance.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. **Minimum Limits of Insurance**

Service Provider shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence, $2,000,000 general aggregate for bodily injury, personal injury, and property damage including blanket contractual liability. $2,000,000 completed operations aggregate that shall extend a minimum of three (3) years beyond project completion.
2. Automobile Liability: $1,000,000 liability coverage per occurrence for bodily injury and property damage, including owned, non-owned and hired vehicles.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

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C. **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and accepted by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **Other Insurance Provisions**

1. General Liability and Automobile Liability Coverage

a. The City must be named an additional insured on the ACORD form and on an endorsement form using the following language: “The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider, including the insured's general supervision of the Service Provider; products and completed operations of the Service Provider, premises owned, occupied or used by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers and the City, its officers, directors, employees and sub-providers.”

b. The endorsement must state that the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers and the City, its officers, directors, employees and sub-providers shall be excess of the Service Provider's insurance and shall not contribute with it.

c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers and the City, its officers, directors, employees and sub-providers.

d. The Service Provider's coverage applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

a. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Service Provider for the City and the City, its officers, directors, employees and sub-providers. The waiver of subrogation endorsement in favor of the City of Vallejo shall be attached to the certificate of insurance.

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3. All Coverage

a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. **Verification of Coverage**

Service Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and accepted by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

All verification of coverage and other insurance documents shall be mailed to the following address:

City of Vallejo
Attn: Risk Manager
555 Santa Clara Street
Vallejo, CA 94590

G. **Sub-providers**

Service Provider shall include all sub-providers as insured under its policies or shall furnish separate certificates and endorsements for each sub-providers. All coverage for sub-providers shall be subject to all of the requirements stated herein.

H. **Cancellation or Non-Renewal**

Policies must provide that notice of cancellation or non-renewal must be received by the City at least thirty days prior to such event.

I. **Enforcement**

The City of Vallejo may take any steps as are necessary to assure Service Provider's compliance with its obligations. Should any insurance policy lapse or be canceled during the Contract period the Service Provider shall, within thirty (30) days prior to the

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effective expiration or cancellation date, furnish the City of Vallejo with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of Contract. In the event the Service Provider fails to maintain any insurance coverage required, the City of Vallejo may, but is not required to, maintain this coverage and charge the expense to the Service Provider or terminate Service Provider's control over the work. The required insurance shall be subject to the review and acceptance of City of Vallejo, but any acceptance of insurance certificates by the City of Vallejo shall in no way limit or relieve the Service Provider of the Service Provider's duties and responsibilities under the Contract to indemnify, defend and hold harmless the City of Vallejo, its officers, agents, and employees. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Service Provider for liability in excess of such coverage, nor shall it preclude the City of Vallejo from taking other actions as is available to it under any other provision of the Contract or law. Failure of the City of Vallejo to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

J. **Self-Insurance**

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and acceptance by the City of Vallejo of evidence of the Service Provider's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the City of Vallejo with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

K. **Payment Withhold**

City will withhold payments to Service Provider if the certificates of insurance and endorsements required mentioned above are canceled or Service Provider otherwise ceases to be insured as required herein.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kathi Mauzy	
Jacobs-Weber Insurance P.O. Box 67 Yoakum, Texas 77995	PHONE (A/C, No, Ext): 361-298-1050	FAX (A/C, No): 361-293-3074
	E-MAIL ADDRESS: kmauzy@jacobs-weber.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Princeton Excess and Surplus Lines Insurance Co.	10786
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kalmikov Enterprises, Inc
dba Fire Apparatus Solutions
1762 S. Sycamore Avenue
Rialto, California 92376

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Includes garage operations GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	MFPK08566708	04/26/2025	04/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	Y	Y	MFPK08566708	04/26/2025	04/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	☐ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 0	Y	Y	MFUM10016605	04/26/2025	04/26/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
A	Customers Autos/Stock Autos			MFPK08566708	04/26/2025	04/26/2026	Limit of Insurance		$5,000,000
B	Excess Liability	Y	Y	82A3FF0002666-05	04/26/2025	04/26/2026	Limit of Insurance		$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See ACORD 101

CERTIFICATE HOLDER

City of Vallejo
111 Amador St
Vallejo, CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: KA17070313510912

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Jacobs-Weber, Inc.		Kalmikov Enterprises, Inc dba Fire Apparatus Solutions 1762 S. Sycamore Avenue Rialto, California 92376
POLICY NUMBER		
CARRIER	NAIC CODE 11150	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

The General Liability Policy includes A Blanket Automatic Additional Insured Endorsement Form CG2038 12 19 & CG2033 12 19 for Ongoing Operations that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to the policy terms and conditions, with respect to the subject project and contract with the Certificate Holder.

The General Liability Policy includes A Blanket Automatic Additional Insured Endorsement Form CG2039 12 19 for Products/Completed Operations that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to the policy terms and conditions, with respect to the subject project and contract with the Certificate Holder.

The General Liability policy contains Form CG2001 12 19 Primary and Noncontributory which applies to the certificate holder only when there is a written contract between the Named insured and the certificate holder that requires such status subject to the policy terms and conditions, with respect to the subject project and contract with the Certificate Holder.

The General Liability policy includes a Blanket Automatic Waiver of Subrogation Endorsement Form CG2453 12 19 that provides this feature only when there is a written contract between the Named Insured and the certificate holder that requires it subject to the policy terms and conditions, with respect to the subject project and contract with the Certificate Holder.

The General Liability Coverage Includes Endorsement GL2310 09 13 Hired and Non-Owned Auto Liability.

Form 00 ML0087 00 11 10 Notice of Cancellation Applies

UMBRELLA/EXCESS LIABILITY IS FOLLOW FORM OVER PRIMARY POLICIES.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Goodwin Insurance Agency 1200 California Street, Ste 110 Redlands CA 92374	**CONTACT NAME:** Jonathan C. Arnold **PHONE (A/C, No, Ext):** 909-793-8118 **FAX (A/C, No):** 909-793-4187 **E-MAIL ADDRESS:** mfitzpatrick@goodwin-ins.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Insurance Company of the West / 27847
INSURED FIREAPP-01 Kalmikov Enterprises, Inc. Dba: Fire Apparatus Solutions 1762 S. Sycamore Ave. Rialto CA 92376	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 301592152 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WSD504563906	1/1/2025	1/1/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation included in favor of The City of Vallejo its directors, officials , officers, employees, agents and volunteers.

CERTIFICATE HOLDER

City of Vallejo
111 Amador Street
Vallejo CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER, CALIFORNIA OPERATIONS ONLY.	

Policy Number: WSD 504563906

Insured: Kalmikov Enterprises Inc

Endorsement Effective: 01/01/2025

Coverage Provided by: Insurance Co of the West

Issue Date: 12/27/2024

Countersigned by:

WC 99 06 34
(Ed. 8-00)

Docusign Envelope ID: 764EC4FF-9343-4943-B125-023B1089E96C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Policy Number: MFPK08566708

Named Insured: Kalmikov Enterprises, Inc dba Fire Apparatus Solutions

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 04/26/2025

Docusign Envelope ID: 764EC4FF-9343-4943-B125-023B1089E96C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Docusign Envelope ID: 764EC4FF-9343-4943-B125-023B1089E96C

POLICY NUMBER: MFPK08566708

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City, its directors, officials, officers, employees, agents and volunteers	Fire Equipment Sales
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City, its officials, officers, employees, agents, and volunteers	All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AND NON-OWNED AUTO LIABILITY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability	**$** 1,000,000	**$** Incl.
Non-Owned Auto Liability	**$** 1,000,000	**$** Incl.

A. Hired Auto Liability

The insurance provided under the **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

B. Non-Owned Auto Liability

The insurance provided under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. Subparagraphs **b., c., e., g., h., j., k., l., m.** and **n.** of paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** do not apply.

2. The following exclusions are added to paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES**:

This insurance does not apply to:

a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

b. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

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This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.

c. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

D. Who Is An Insured

For the purposes of this endorsement only, the **SECTION II – WHO IS INSURED** is deleted and replaced by the following:

WHO IS AN INSURED

1. Each of the following is an insured under this insurance to the extent set forth below:

a. You.

b. Any other person using a "hired auto" with your permission.

c. With respect to a "non-owned auto", any partner, “employee” or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.

d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraph **a., b.** or **c.** above.

2. None of the following is an insured:

a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;

b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;

e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

For the purposes of this endorsement only, **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

LIMITS OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement.

F. Changes In Conditions

For the purposes of this endorsement only, paragraph **4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

OTHER INSURANCE

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

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G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to **SECTION V - DEFINITIONS**:

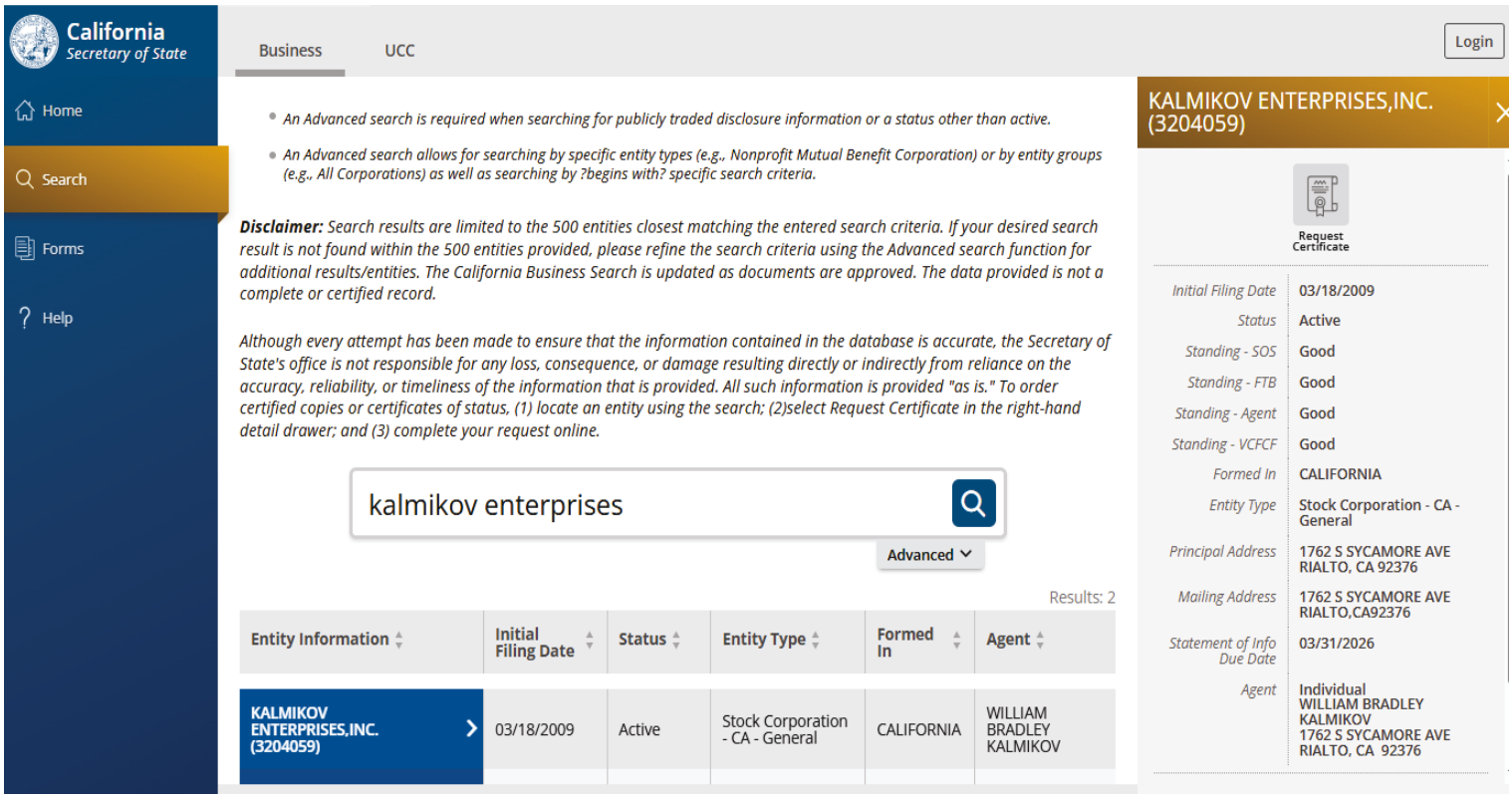
1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.

3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

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San Bernardino County

Public Access System County Recorder-Clerk

Document Type

FBN STATEMENT

Filing Information

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Expiration Date: 01/15/2026

Business(es)

Business Name(s)

FIRE APPARATUS SOLUTIONS

Principal Place of Business:

Number and Street: 1762 S SYCAMORE AVENUE
City: RIALTO
State: CA
Zip: 92376

Registrant(s)

Last /Corp. or LLC Name	First Name	Middle Initial
KALMIKOV ENTERPRISES, INC.		

Business Details

Business Conducted By:
Corporation

Public Works Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4315

March 10, 2026 Sent Via Certified Mail

William Kalmikov, General Manager
Fire Apparatus Solutions
1762 South Sycamore Avenue
Rialto, CA 92376

SUBJECT: Notice of Exercise of Term Extension for Contract #26PW073

Dear Mr. Kalmikov:

Please consider this letter as notice that the City of Vallejo is excersing its contractual right to extend contract #26PW073 for an additional one (1) year period, pursuant to Section 17 (Term) of the On-Call Services Agreement dated October 1, 2025. This extends the term of the agreement until June 30, 2027.

Section 17 (Term) reads as follows:

> **17. Term.** The term of this Agreement shall commence on October 1, 2025 and shall continue in full force and effect until June 30, 2026.
>
> City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one year, by written notice to Service Provider. The total duration of this Agreement, including the exercise of any options under this section, shall not extend beyond June 30, 2028.
>
> If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Service Provider agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

Should you have questions please contact Luis Marrero, Parts Specialist, at luis.marrero@cityofvallejo.net . Thank you for your continued partnership with the City of Vallejo.

Sincerely,

Oscar Alcantar
Interim Public Works Director

Oscar Alcantar
Digitally signed by Oscar Alcantar
DN: cn=Oscar Alcantar, o=City of Vallejo, ou=Public Works, email=oscar.alcantar@cityofvallejo.net, c=US
Date: 2026.03.09 16:49:00 -07'00'

S:\00 Purchasing\Consultants-Contractors-Vendors\FireApparatusSolutions(FAS)\FY26-27

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Jason Ta, Chief of Police
SUBJECT: **ADOPT A RESOLUTION: (1) ACCEPTING A $1,995,873 CALVIP COHORT 5 GRANT FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS, (2) APPROVING A STANDARD GRANT AGREEMENT RELATING THERETO, (3) AUTHORIZING THE CITY MANAGER'S EXECUTION OF ALL DOCUMENTS, WITH THE CITY ATTORNEY'S APPROVAL, RELATING TO ACCEPTANCE AND IMPLEMENTATION OF SAID GRANT AGREEMENT, (4) NOTICING INTENT TO AMEND THE JUSTICE ASSISTANCE GRANT FUND# 149 FISCAL YEAR 2025–2026 BUDGET IN THE AMOUNT OF $1,995,873 (STEP 1 of 2)**

RECOMMENDATION

Adopt a Resolution:

1. Accepting a $1,995,873 CalVIP Cohort 5 Grant ("CalVIP Grant") from the Board of State and Community Corrections ("BSCC");
2. Approving a Standard Grant Agreement in a form to be approved by the City Attorney ("Grant Agreement") relating to the CalVIP Grant;
3. Authorizing the City Manager's execution of all documents relating to acceptance and implementation of said CalVIP Grant Agreement; and
4. As the first in a two-step process, noticing intent to amend the Justice Assistance Grant Fund# 149 Fiscal Year 2025-2026 budget to recognize revenue and appropriate expenditures in the amount of $1,995,873.

REASONS FOR RECOMMENDATION

VPD was awarded the competitive CalVIP Grant to fund a portion of Vallejo VISION (Violence Intervention Support Improving Our Neighborhoods), and to provide modest officer wellness services, through June 30, 2029. These separate – but interrelated – programs are aimed at reducing violence in the community and negative interactions with VPD's overworked sworn staff. Without acceptance of the CalVIP Grant, VPD will be unable to successfully implement these programs.

BACKGROUND AND DISCUSSION

Center for Urban Excellence ("CUE") was a VPD partner during the prior cohort (Cohort 4) of the CalVIP Grant. The service period for Cohort 4 expired on March 31, 2026. During that time, CUE established itself as a reliable partner with the staffing and infrastructure to successfully implement a community program using VPD-procured grant funding. In doing so, CUE implemented two successful – yet related – programs using the CalVIP Cohort 4 grant funding: (1) a hospital-based violence intervention program ("HVIP") at Kaiser Vallejo, and (2) a wrap-around service and mentorship network.

First, as part of HVIP, Kaiser Vallejo notifies CUE when a candidate for service (youth or young adult suffering violent injuries) is admitted to the hospital. With consent, CUE's staff meets these victims at their hospital

bedside with the goal of stopping the cycle of violence by, among other things, increasing awareness of the personal risks involved with retaliation, encouraging changes away from risky behaviors, and sustaining long-term positive behavioral change for health and safety.

Second, CUE provides wrap-around case management and mentorship services for affected individuals. These services include job training, counseling (including anger management and post-traumatic stress disorder, gang intervention, treatment for substance abuse, and tattoo removal), legal advocacy, school enrollment, GED preparation, probation resources, victims of crime compensation and services, and referrals for safe housing. CUE also attempts to build a relationship with the individual's family members and friends to help them see the futility of additional violence and to assist them with getting their social service needs met.

CUE was identified as a CalVIP Grant subrecipient. Approximately 60% of the CalVIP Grant funding – nearly $1.2 million – will be allocated to CUE to provide HVIP and wrap-around services to approximately 70 unduplicated youth and young adults who are admitted to Kaiser Vallejo as victims of violent crime. Unfortunately, the CalVIP Grant funding will only fund the HVIP at approximately 40%. Recognizing this shortfall, VPD applied for – and was luckily awarded – a federal Fiscal Year 2025 Services for Victims of Crime Grant ("OVC Grant") that will bring HVIP capacity to nearly 100%.

Restoration First Responder Network ("RFRN") was also identified as a CalVIP Grant subrecipient with a $53,650 budget during the three-year grant term. RFRN will provide clinician-embedded support, individual counseling, peer mentoring, structured incident debriefs, and community listening sessions for VPD officers, who have the highest per-officer workload in California. By shifting internal culture toward wellness & transparency, VPD will strengthen its capacity for problem-solving, de-escalation, & partnership-building, which are key principles of sustainable, community-driven policing.

The remaining CalVIP Grant funding will go towards grant management, the required program evaluation, and VPD's staff and administrative costs.

This grant award does not require matching funds and does not create any ongoing personnel or operational costs for the City. The programs funded through this award will conclude once the awarded funds are fully expended. Should the City wish to continue these programs beyond the grant term, further discussion and direction from the City Council will be needed to identify and determine future funding sources.

FISCAL IMPACT

The proposed amendment to the City of Vallejo's Justice Assistance Grant Fund# 149 Fiscal Year 2025-2026 budget will increase revenue by $1,995,873 and appropriate corresponding expenditures for the Police Department.

A local match is not required.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project that has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	01 - Resolution - Step 1 - CalVIP Cohort 5 CAO Stamp

CONTACT

Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-____ N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO (1) ACCEPTING A $1,995,873 CALVIP COHORT 5 GRANT FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS, (2) APPROVING A STANDARD GRANT AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY RELATING THERETO, (3) AUTHORIZING THE CITY MANAGER'S EXECUTION OF ALL DOCUMENTS RELATING TO ACCEPTANCE AND IMPLEMENTATION OF SAID GRANT AGREEMENT, (4) NOTICING INTENT TO AMEND THE FUND 149 FISCAL YEAR 2025–2026 BUDGET IN THE AMOUNT OF $1,995,873 (STEP 1)

WHEREAS, the Vallejo Police Department applied for, and was awarded, a $1,995,873 CalVIP Cohort 5 Grant ("CalVIP Grant") from the Board of State and Community Corrections ("BSCC"); and

WHEREAS, to accept the CalVIP Grant, the City of Vallejo – through its authorized representative – must execute a standard grant agreement and related documents ("Grant Agreement"); and

WHEREAS, the City Manager is the representative authorized to sign the Grant Agreement on behalf of the City of Vallejo.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo hereby authorizes acceptance of the $1,995,873 CalVIP Grant.

BE IT FURTHER RESOLVED that the City Council of the City of Vallejo hereby approves and authorizes the City Manager's execution of the CalVIP Grant Agreement in a form to be approved by the City Attorney, and all other documents needed to implement the CalVIP Grant at any time.

BE IT FURTHER RESOLVED that, pursuant to City Charter Section 703, the City Council of the City of Vallejo hereby provides notice of its intent to amend the Fund 149 Fiscal Year 2025-2026 budget in the amount of $1,995,873 to reflect the CalVIP Grant revenue and to appropriate corresponding expenditures for the Police Department.

BE IT FURTHER RESOLVED that CalVIP Grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Adopted by the City Council of the City of Vallejo at a regular meeting held on April 28, 2026, with the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____
ANDREA SORCE, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON, CITY CLERK

CONSENT CALENDAR 8.H.

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Beth Schoenberger, Water Director
John Palesi, Water Operations Manager for Operations & Maintenance
SUBJECT: **ADOPT A RESOLUTION AWARDING AND APPROVING A MAINTENANCE SERVICES AGREEMENT WITH GOT POWER, INC., FOR GENERATOR PREVENTATIVE MAINTENANCE AND ON-CALL REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED $740,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME**

RECOMMENDATION

Adopt a resolution of the City Council of the City of Vallejo to awarding and approving a Maintenance Services Agreement with Got Power, Inc., for preventative maintenance, repair, inspection, installation, and on-call natural gas, electrical, and propane generator services in accordance with industry standards, for a not-to-exceed amount of $740,000 and authorizing the City Manager to execute the Agreement.

REASONS FOR RECOMMENDATION

Approval of the Maintenance Services Agreement will address the backlog of preventative maintenance for the Vallejo Water Department's generators located at water treatment plants, pump stations, and related facilities, and will support the Public Works Department's ongoing maintenance of generators at Fire Stations 21–28, the Fire Administration Building, the Vallejo Corporation Yard, and City Hall.

These generators are critical to maintaining uninterrupted drinking water, public safety, and municipal operations during power outages and emergency conditions. This agreement provides for as-needed, on-call repair, inspection, and installation services to ensure these systems remain reliable and fully operational.

In addition, the agreement supports compliance with the National Fire Protection Association Standard for Emergency and Standby Power Systems (NFPA 110), reduces the risk of equipment failure due to deferred maintenance, and helps extend the useful life of these assets, avoiding more costly emergency repairs or premature replacement.

BACKGROUND AND DISCUSSION

Back-up power supply for critical infrastructure is provided for the Water and Public Works Departments in the form of generator systems which are highly specialized equipment requiring trained and certified technicians to perform preventative maintenance and as-needed repairs, inspections, and installations. Historically, the Water and Public Works Departments have relied on qualified private contractors to provide these services in accordance with industry standards and operational requirements.The City of Vallejo's prior agreement with Western Machinery Electric for generator maintenance services expired on June 30, 2024, with a not-to-exceed amount of $700,000. To maintain continuity of critical generator maintenance services, a short-term contract was executed in December 2024 with a not-to-exceed amount of $100,000 and a term ending June 30, 2025. This interim agreement allowed essential maintenance to continue while the Water Department's Procurement Team developed bid documents for a multi-year maintenance services agreement exceeding

$100,000.

In October 2025, the Water Department Procurement Team initiated preparation of an Invitation for Bids (IFB) for Generator Preventative Maintenance and On-Call Repair Services. Generator units require routine, scheduled preventative maintenance, including inspections and servicing by qualified technicians, to ensure operational reliability, extend equipment lifespan, and minimize long-term costs associated with deferred maintenance or premature replacement.

To avoid any disruption in service during the procurement process, the City executed an additional short-term Maintenance Services Agreement in December 2025 with Energen Systems, with a not-to-exceed amount of $100,000. This agreement ensured continued maintenance coverage while the formal competitive bidding process was completed.

On January 21, 2026, the City issued a formal IFB for Generator Preventative Maintenance and On-Call Repair Services through PlanetBids. On February 4, 2026, three (3) bids were received via electronic submission and publicly opened. All three bids met the requirements established by the Water Department. Following evaluation, the selection team determined that Got Power, Inc. is the lowest responsive and responsible bidder and recommends award of a five-year maintenance agreement in an amount not to exceed $740,000.

FISCAL IMPACT

As this is an as-needed service contract, a quote will be provided for each job requested. The Water Department shall ensure that they have the available funds in their budget for each job. Staff have anticipated and projected the annual costs, which have been included in the FY25-26 budget and the proposed FY 26-27 budget.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project that has the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	Got Power - Generator PM and On-Call Repair Services Resolution-CAO Stamp
2.	Got Power - On-Call Misc. Maintenance Services Agreement_Generator - CAO Stamp
3.	Got Power - COI Exp 11012026_END
4.	Got Power - Generator PM and On-Call Repair Services RFP Bid Bond

CONTACT

Beth Schoenberger, Water Director (707) 648-5439
beth.schoenberger@cityofvallejo.net
John Palesi, Water Operations Manager for Operations & Maintenance (707) 648-4519
john.palesi@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO AWARDING AND APPROVING A MAINTENANCE SERVICES AGREEMENT WITH GOT POWER, INC, FOR GENERATOR PREVENTATIVE MAINTENANCE AND ON-CALL REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED $740,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, the City of Vallejo contracts with private companies to provide preventative maintenance, general inspection, and as-needed repair services on generator units; and

WHEREAS, generators are highly specialized units and require technicians who have received highly specialized training to support the maintenance, inspection, and repair services for the generator units to meet standards set by the National Fire Protection Association Standard for Emergency and Standby Power Systems (NFPA 110); and

WHEREAS, On January 21, 2026, a formal invitation for bids was issued by the City of Vallejo to solicit bidders for Generator Preventative Maintenance and On-Call Repair Services for a multi-year contract in an amount not to exceed $740,000 and on February 4, 2026, three (3) bids were sent electronically to PlanetBids with the lowest responsive and responsible bidder being, Got Power, Inc; and

WHEREAS, a Maintenance Services Agreement between the City of Vallejo Water Department and Got Power, Inc, is necessary to ensure on-demand repair services are in place to extend the longevity of these units as well as to facilitate a routine preventative maintenance schedule and general inspections in accordance with the National Fire Protection Association Standard for Emergency and Standby Power Systems (NFPA 110) standards; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo hereby awards and approves the Maintenance Services Agreement with Got Power, Inc, as a result of the formal invitation for bids process, for generator preventative maintenance and on-call repair services in a total not-to-exceed amount of $740,000 and authorizes the City Manager to execute the same.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 28, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
ANDREA SORCE, MAYOR

ATTEST:

_____

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By: _____ for
Veronica Nebb, City Attorney

ON-CALL MISCELLANEOUS MAINTENANCE SERVICES AGREEMENT BETWEEN CITY OF VALLEJO AND GOT POWER, INC.

This On-Call Miscellaneous Maintenance Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 29th day of April 2026, by and between the City of Vallejo, a municipal corporation ("City"), and Got Power, Inc., a California corporation, hereinafter referred to as “Service Provider”, who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide the City services as specified in Exhibit A, entitled “Scope of Work.”

2. Payment. City shall pay Service Provider for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled “Compensation.”

3. Equipment and Labor. Service Provider shall, at its sole cost and expense, furnish all equipment and labor which may be required for furnishing services pursuant to this Agreement in a safe, efficient, and legal manner. The Service Provider shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the City's Representative.

4. Indemnification. Service Provider shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, Service Provider’s fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Service Provider’s operations, or any subcontractor’s operations, to be performed under this agreement for Service Provider’s tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Service Provider, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement.

5. Insurance Requirements. Service Provider agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled “Insurance Requirements.”

Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Service Provider shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury or death to persons or damage to property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Repairs and Corrective Actions. Service Provider shall communicate to the City any related hazards encountered while performing services under Agreement. Any hazardous conditions noted, or seen, by the Service Provider that have occurred by any means other than during the performance of the Service Provider's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Service Provider is responsible for securing any immediate hazards with caution tape, safety cones, buoys, and/or barricades until a City Representative arrives to the location.

8. Conflict of Interest. Service Provider warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Service Provider's family, business, real property or financial interests and the services to be provided under this Agreement. Service Provider shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Service Provider's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Service Provider shall disclose such conflict in writing to City.

9. Independent Service Provider. Service Provider is an independent contractor. Neither Service Provider nor any of Service Provider's officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Service Provider only insofar as the results of Service Provider's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Service Provider accomplishes services pursuant to this Agreement.

10. Licences, Permits, Etc. Service Provider represents and warrants to City that all Service Provider services shall be provided by a person or persons duly licensed by the State of California to provide the type of work to be performed under this Agreement. Service Provider shall comply with all applicable Federal and State of California statutes, rules and regulations in performance of the work.

11. Business License. Service Provider, and its subcontractors, has obtained or

agrees to apply prior to performing any services under this Agreement for a Vallejo business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Service Provider until such business license(s) has been obtained.

12. Standard of Performance. Service Provider shall provide all services required pursuant to this Agreement in accordance with generally accepted practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Service Provider's profession currently practicing in California.

Service Provider is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations, including California Vehicle Code, California Penal Code, California Code of Regulations.

Service Provider's responsibilities under this section shall not be delegated. Service Provider shall be responsible to City for acts, errors, or omissions of Service Provider's subcontractors.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Service Provider is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Service Provider of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Service Provider.

13. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts. In the event that the Service Provider is unable to meet the completion date or schedule of services, Service Provider shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

14. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

15. Personnel. Service Provider agrees to assign only competent personnel according

to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Service Provider pursuant to this Agreement shall be the full and complete compensation to which Service Provider and Service Provider's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Service Provider nor Service Provider's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Service Provider. The City shall not be required to pay any workers' compensation insurance on behalf of Service Provider.

Service Provider shall pay, when and as due, any and all taxes incurred as a result of Service Provider's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

16. Department of Industrial Relations. For the duration of this agreement, Service Provider shall maintain an active registration as a public works contractor in good standing with the State of California Department of Industrial Relations (DIR). Service Provider shall comply with all applicable DIR requirements.

17. Prevailing Wage. Pursuant to Prevailing Wage Law, State of California Labor Code section 1720 and following, Service Provider shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The Service Provider shall forfeit, as penalty to the City, Fifty Dollars ($50.00) for each calendar day or portion thereof, for each employee paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

18. Apprentices. Attention is directed to section 1777.5 of the Labor Code of the State of California concerning employment of apprentices. Service Provider is required to comply with the provisions of said section.

19. Service Provider Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or their designee, Service Provider shall have no authority, express or implied, to act as an agent on behalf of City in any capacity whatsoever and shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

20. Term. The term of this Agreement shall commence on April 29, 2026, and shall continue in full force and effect until June 30, 2031.

21. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate this Agreement by giving notice to Service Provider. Upon receipt of a notice of termination, Service Provider shall not provide

services except as specified in the notice. Before the date of termination, Service Provider shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Service Provider for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Service Provider for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Service Provider for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

22. Products of Contracting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Service Provider resulting from services rendered pursuant to this Agreement, shall become the property of City. Service Provider agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Service Provider makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

23. Public Noticing of Operations. The responsibility to notify the public of operations will be the responsibility of the City Representative; Service Provider shall have no responsibility in this regard.

24. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Service Provider in the performance of Service Provider's services hereunder.

25. Assignment and Subcontracting. Service Provider shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Service Provider shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Service Provider. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Service Provider to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Service Provider's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

26. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

27. Non-Discrimination/Fair Employment Practices. Service Provider shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Service Provider warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

28. Notices. All notices or instruments required to be given or delivered by law shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:

Beth Schoenberger
Water Director
City of Vallejo, Water Department
202 Fleming Hill Road
Vallejo, CA 94589

If to Service Provider:

Authorized Signer's Name
Authorized Signer's Title
Got Power, Inc.
150 Nardi Ln
Martinez, CA 94533

Any party may change the identity of the recipient or its address for receiving notices by giving written notice of such change to the other party in accordance with this section. Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

29. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

30. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

31. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

32. 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 hereunder.

33. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

34. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

35. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this

Agreement.

36. Compliance with Laws. Service Provider will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

37. Confidentiality of City Information. During the performance of services under this Agreement, Service Provider may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Service Provider agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Service Provider's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Service Provider shall treat all records and work product prepared or maintained by Service Provider in the performance of this Agreement as confidential.

A violation by Service Provider of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief. Service Provider's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

38. News and Information Release. Service Provider agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

39. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

40. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

41. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

42. Authority. The person signing this Agreement for Service Provider hereby

represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Service Provider.

43. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled “Scope of Work,” including any attachments

Exhibit B, entitled “Compensation,” including any attachments

Exhibit C, entitled “Insurance Requirements,” including attachments

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

GOT POWER, INC.
a California corporation

By:_____
Mike Sartorio
Sales Manager

DATE: _____

XXXXXXXX_____
Vallejo Business License No.

(City Seal)

CITY OF VALLEJO,
a municipal corporation

By: _____
Andrew J. Murray
City Manager

DATE: _____

ATTEST:

By: _____
Dawn G. Abrahamson
City Clerk

APPROVED AS TO CONTENT:

_____
Beth Schoenberger
Water Director

APPROVED AS TO FORM

_____For__
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

_____
Armond Sarkis
Risk Manager

EXHIBIT A

SCOPE OF WORK

1. **Representatives.** The City Representative for this Agreement is:

   Terry Duncan
   Water Facilities Superintendent
   City of Vallejo – Water Department
   202 Fleming Hill Road
   Vallejo, CA 94589
   (707) 648-5413
   terry.duncan@cityofvallejo.net

   The Service Provider's Representative for this Agreement is:

   Nika Agnew
   Service Manager
   Got Power, Inc.
   150 Nardi Ln
   Martinez, CA 94533
   (925) 229-2700 ext. 122
   nika@gotpower.com

All routine administrative communications between the parties will be between the above-named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Service Provider Representative and City's Representative.

2. **General Services to be Provided.**

A. The general services to be provided on the heating and air conditioning units may include the following:

   Task 1 – Routine services including inspections and preventative maintenance for each generator unit that includes engine lubricating system, fuel system, intake system, governor, cooing system, engine electrical starting system, generator, engine controls, general visual inspections, generator switchgear & emergency source feeders, running test (before engine starts, during engine running, and after stopping engine), reporting, replacement of fan and alternator drive belts, replacement of engine cooling systems hoses, block heater hoses replaced with high temperature silicone hoses, replacement of standard ethylene glycol coolant, and replacement of the batteries.

   Task 2 – On-Call Emergency and Non-Emergency Repair Services for each generator unit that costs are on a time and material basis for work performed outside of normal business hours.

The City Representative will consult with the Service Provider on a case-by-case basis to determine and/or detail the scope of services required for specific projects. City may require Service Provider to provide a quote for specific projects. The City will thereafter issue a Statement of Work for such specific project(s) in the form attached hereto as Attachment 1 to Exhibit A.

2. Hours of Operations. Service Provider shall perform services between the hours of 8:00 AM and 5:00 PM, unless otherwise specified by the City Representative. The use of power equipment or other work that results in loud noises shall not be permitted before 8:30 AM. Any exception shall only be authorized with prior approval of the City Representative. Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Service Provider, if in the opinion of the City Representative, the public will be better served if the work is expedited. Such deviation shall not be adopted until the City Representative has indicated his or her written approval.

3. Minimum Quantities. The City shall not be bound to minimum quantities of any service.

4. Vehicle and Pedestrian Traffic. If vehicle or pedestrian traffic is to be detoured or restricted in order for work to be properly and safely completed, plans must be submitted and approved by the City prior to starting work. City Representative shall be notified at least 48 hours in advance of any work which will interfere with the normal flow of traffic.

It shall be the Service Provider's responsibility to post no access areas, by use of caution tape of other temporary barrier as required to perform work.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

5. Inspection. The City's Representative shall be furnished with every reasonable means for ascertaining full knowledge of the Service Provider's operations, including the workmanship, materials and equipment used and employed in the work. Inspection of the work shall not relieve the Service Provider of any obligations to complete the work according to City standards. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment. Any work found to be unacceptable by the City will be noted in writing to the Service Provider. Upon receipt of notice of any deficiencies, the Service Provider shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period, the City shall have the right to deduct payment or have services performed by others at the Service Provider's expense.

6. Rejected Materials. The Service Provider shall immediately remove any rejected or condemned material provided by the Service Provider at his or her own expense. Rejected materials shall never again be offered to the City. Additionally, as a remedy, the City may deduct and retain the cost to replace the work from any sums due or to become due to the Service Provider.

7. Safety Requirements. Service Provider agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices and to

safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of applicable O.S.H.A., CAL E.P.A. Safety Orders at all times so as to protect all persons, including Service Provider employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Service Provider shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

ATTACHMENT 1 OF EXHIBIT A

CITY OF VALLEJO
STATEMENT OF WORK

Statement of Work No.._____

This Statement of Work, effective this ____ day of ___, 20___, ("Effective Date") is issued under and subject to all the terms and conditions of the On-Call Miscellaneous Maintenance Services Agreement ("Agreement"), dated as of _____, 20___, by and between the City of Vallejo ("City") and House of Acts, a California nonprofit public benefit corporation, ("Service Provider").

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

SECTION 1. SCOPE OF WORK.

The scope of work authorized by this Statement of Work is as described below.

[Insert Project description or attach a copy of the proposal and incorporate it by reference as Attachment ____ to Statement of Work No. ____].

SECTION 2. TIME OF PERFORMANCE.

a. The start date shall be [insert date] and the completion date shall be [insert date].

SECTION 3. ESTIMATED COST AND COMPENSATION.

All services performed under this Statement of Work shall be performed on a time and materials basis.

City agrees to pay Service Provider for the services set forth in this Statement of Work in an amount not to exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., $2,550.13].

This Statement of Work is released as authorization for work to commence. The parties agree to perform their respective obligations under this Statement of Work in accordance with the terms and conditions of the Agreement.

SAMPLE

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year shown below the name of each of the parties.

SERVICE PROVIDER, a TYPE OF BUSINESS/CORP	CITY OF VALLEJO, a municipal corporation
By: _____ [INSERT SIGNER] [INSERT SIGNER TITLE] DATE: _____	By: _____ BETH SCHOENBERGER Water Director DATE: _____

Vallejo Business License No.

_____

SAMPLE

EXHIBIT B

COMPENSATION

1. Service Provider's Compensation.

A. Services: City agrees to pay Service Provider for the services set forth in Exhibit A of this Agreement, for a total not to exceed Seven Hundred Forty Thousand Dollars and Zero Cents ($740,000.00). Price is to include all costs chargeable to the City.

Service Provider shall notify City in writing no later than thirty (30) days prior to the estimated date when Service Provider will have billed City the maximum payment amount permitted under this Agreement, and Service Provider shall provide City with an estimate of the additional compensation required to complete the project.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Service Provider as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Service Providers to perform said Additional Services.

2. City, at its option, may negotiate a fixed fee for any Additional Services not subject to prevailing wage, as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Service Provider, compensation to Service Provider shall not exceed the fixed fee amount.

2. Invoicing. Service Provider shall invoice City in a timely manner upon completion of each service provided in a form approved by the City Representative. Invoicing shall include a detailed description of the work performed, the quantity and unit price for the work performed, total cost, and the City of Vallejo Purchase Order Number.

When applicable, a weigh-master's tag or transfer station ticket indicating the item(s) or vessel(s) being disposed shall be included with the invoice, and the tag/ticket number referenced on invoices to verify the charges.

Invoices shall be submitted directly to the department/division requesting service, and shall be according to the instruction provided by the City representative ordering said service.

3. Payment. City agrees to pay Service Provider for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, within thirty (30) days after the City has approved the invoice upon satisfactory completion of the services.

Request for payment shall be sent according to the direction provided by the City representative who ordered the specific service(s).

4. Accounting Records of Service Provider. Service Provider shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Service Provider's direct salary costs for all services performed under this Agreement and records of Service Provider's Reimbursable Expenses, in accordance with generally accepted accounting practices. Service Provider shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty-four (24) hours' notice. The obligations of Service Provider under this section shall survive this Agreement.

5. Taxes. Service Provider shall pay, when and as due, any and all taxes incurred as a result of Service Provider's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6. Taxpayer Identification Number. Service Provider shall provide City with Service Provider's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Service Provider shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Service Provider, their agents, representatives, or employees or subcontractors. It shall be a requirement under this Agreement 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 minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Service Provider under this agreement.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **General Liability** (GL): Covering GL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Tower's Legal Liability shall be included.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Service Provider has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **$1,000,000 per accident** for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000 per accident** for bodily injury or disease. If Service Provider is not subject to California Workers' Compensation requirements, Service Provider shall file a completed Request for Waiver of Workers' Compensation Insurance Form which may be obtained from the City prior to commencing any activity authorized hereunder.

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, the Service Provider shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Service Provider shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

A. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts or equipment furnished in connection with such work or operations. Marine General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
3. The Service Provider'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.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Service Provider's performance under this Agreement.
6. For any claims related to this project, the Service Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
7. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Service Provider pursuant to the contract. This coverage may also be provided on the Service Provider's Pollution Liability policy.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

Verification of Coverage
Service Provider shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the MGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. All verification of coverage and other insurance documents shall be mailed to the following address:

City of Vallejo
Attn: Risk Manager
555 Santa Clara Street
Vallejo, CA 94590

Waiver of Subrogation
Service Provider hereby grants to City a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

Subcontractors
Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that Entity is an additional insured on insurance required from subcontractors. For MGL coverage (or CGL for non-marine subcontractors) subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Payment Withhold.
City will withhold payments to Service Provider if the aforementioned certificates of insurance and endorsements are canceled or Service Provider otherwise ceases to be insured as required herein.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Heffernan Insurance Brokers
101 Second Street, Suite 120
Petaluma CA 94952

CONTACT NAME: Maria Hill
PHONE (A/C, No, Ext): 707-789-3069 **FAX (A/C, No):** 707-781-0800
E-MAIL ADDRESS: MariaH@heffins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CALIDIE-02
Got Power, Inc.
dba: California Diesel and Power; dba: CD & Power
150 Nardi Lane
Martinez CA 94553

COVERAGES **CERTIFICATE NUMBER:** 2089470420 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: $0 Deductible	Y	Y	P-630-5790C67A-TCT-25	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X $0 Deductibl	Y		810-7N349896-25-43-G	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			CUP-0K91553A-25-43	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE XS over GL, AL, EL	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-8K461791-25-14-G	8/5/2025	8/5/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$0 Deductible $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: On-Call Miscellaneous Maintenance Services. City of Vallejo, its officers, officials, employees, and volunteers are included as an additional insured (primary and non-contributory) includes completed operations on General Liability policy and additional insured (primary and non-contributory) on Automobile Liability policy per the attached endorsements, if required. Waivers of Subrogation are included on General Liability and Workers Compensation policies per the attached endorsements, if required. Per project aggregate is included on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER

City of Vallejo
Attn: Risk Manager
555 Santa Clara St.
Vallejo, CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8K461791-25-14-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/05/2025 Policy No. UB-8K461791-25-14-G Endorsement No.
Premium

Insured Got Power, Inc.

Countersigned by _____

Insurance Company TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DATE OF ISSUE: **ST ASSIGN:**

POLICY NUMBER: P-630-5790C67A-TCT-25

COMMERCIAL GENERAL LIABILITY
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):	Designated Project General Aggregate(s):
EACH "PROJECT' FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.	GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

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1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **Coverage B**; and
   b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Got Power, Inc. dba CD & Power as Principal, and The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire, as Surety, are held and firmly bound unto City of Vallejo as Obligee, in the sum of Ten Percent (10%) of Total Amount Bid ($ 10% of Bid Amount) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for GENERATOR PREVENTATIVE MAINTENANCE AND ON-CALL REPAIR SERVICES, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of January 2026.

Got Power, Inc. dba CD & Power

BY: _____
Principal

ITS: Lisa Carter, President

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Seal No. 9297

The Ohio Casualty Insurance Company

BY: _____
Attorney-In-Fact

Erica E. Mosley, Attorney-in-Fact

SURETY COMPANY ATTORNEY-IN-FACT ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF PIERCE

On January 30, 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Erica E. Mosley, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

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

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public
State of Washington
ROSELER M DEJARNETTE
LICENSE # 22019016
MY COMMISSION EXPIRES
APRIL 1, 2026

(SEAL)

Signature: _____.
Notary Public for the State of Washington.

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213338-971868**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi Kohlhorst; Brenda Lopez; Brian T. Murphy; Chelsea Grell; Erica E. Mosley; Francis Michael Hefferman; Heather Pate; Julia Ortega; Kelly Cordova; Kimberley D. Roman; Maria J. Hill; Reynette Reuter; Sarah Pienovi; Sarah Shafer; Shila Lay; Stephanie E. Worden; Sydney Kish; Teri L. Kochler

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of January, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Oscar Alcantar, Interim Public Works Director
SUBJECT: **ACCEPT THE ROOFING REPLACEMENT PROJECT LOCATED AT 23 HARBOR WAY, PERFORMED BY STRONGER BUILDING SERVICES AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SOLANO COUNTY RECORDER'S OFFICE**

RECOMMENDATION

Accept the roofing replacement project located at 23 Harbor Way (Zio Fraedo's) performed by Stronger Building Services as complete and authorize the City Clerk to file a Notice of Completion with the Solano County Recorder's Office.

REASONS FOR RECOMMENDATION

The Interim Public Works Director has determined that the work was completed in compliance with the city-approved plans and specifications.

BACKGROUND AND DISCUSSION

This project involved replacing a section of the roof on the city-owned building located at 23 Harbor Way, currently occupied by Zio Fraedo's restaurant. The scope of work included mobilization, removing and disposing of the existing roofing system, removing and replacing sheathing, and installing new ISO tapered insulation and coverboard, new slip sheet and TPO membrane, new accessories and three new rows of composition shingles.

The construction contract was awarded to Stronger Building Services, of San Leandro, California, in the amount of $121,655, with provisions for change orders if needed. Construction commenced on November 17, 2025, and work was substantially completed on December 17, 2025. Four contract change orders were executed for an additional amount of $33,389.74 for an adjusted project total of $155,044.74.

CCO#1 = remove and reinstall water heaters located on the roof $5,690.06
CCO#2 = demo existing stucco; frame door; new stucco and paint to match the existing $12,861.58
CCO#3 = raise electrical boxes; new conduit, new wire, new panel, new disconnect $11,816.26
CCO#4 = remove and relocate two panels too close to the wall to properly re-roof. $3,021.84

FISCAL IMPACT

This Project was funded by CIP Project PWC112: Roof Repairs/Replacement as follows:

SOURCES	BUDGET	EXPENDITURES
PWC112: Roof Repairs/Replacement 1342602 State Lands-Public Building/Site Improvements	$155,044.74	
Construction Contract		($121,655)

Contract Change Orders 1-4		($33.389.74)
TOTAL	**$155,044.74**	**($155,044.74)**

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(d) - Existing Facilities, because the project consists of the restoration or rehabilitation of a deteriorated or damaged structure (the roof) to meet current standards of public health and safety.

ATTACHMENTS

None

CONTACT

Oscar Alcantar, Interim Public Works Director, (707) 648-4433
Oscar.Alcantar@cityofvallejo.net

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Oscar Alcantar, Interim Public Works Director
SUBJECT: **ADOPT A RESOLUTION: 1) FINDING THE GRIND AND OVERLAY REHABILITATION PROJECT (PWC117) ON S REGATTA DRIVE & CAPITOL STREET CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301(C); 2) APPROVING THE PROJECT PLANS AND SPECIFICATIONS FOR THE PROJECT; 3) APPROVING AND AWARDING A CONSTRUCTION CONTRACT TO CONSOLIDATED ENGINEERING, INC. OF VALLEY SPRINGS, CALIFORNIA, IN THE AMOUNT OF $1,281,162.62, AND REJECTING ALL OTHER BIDS, AND 4) AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH CONSOLIDATED ENGINEERING, INC. AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THIS PROJECT**

RECOMMENDATION

Adopt a Resolution: 1) Finding the Grind and Overlay Rehabilitation Project (PWC117) on S Regatta Drive & Capitol Street categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15301(c); 2) Approving the project plans and specifications for the project; 3) Approving and awarding a construction contract to Consolidated Engineering, Inc. of Valley Springs, California in the amount of $1,281,162.62, rejecting all other bids; and 4) Authorizing the City Manager to execute the contract with Consolidated Engineering, Inc. as the lowest responsive and responsible bidder for this project.

REASONS FOR RECOMMENDATION

The project is part of the City's ongoing efforts to enhance and improve Vallejo's roadway conditions throughout Vallejo and is currently funded with Road Maintenance Rehabilitation Account/Senate Bill 1 (RMRA/SB 1) revenues.

BACKGROUND AND DISCUSSION

The proposed street segments included in this project, S Regatta Drive & Capitol Street, were identified through the City’s pavement management program and field evaluations conducted by Public Works staff. These segments were prioritized due to their deteriorating pavement conditions, which, if left unaddressed, would continue to decline and require more extensive and costly reconstruction in the future. The recommended grind and overlay rehabilitation treatment is a cost-effective method to restore pavement surface conditions, improve ride quality, extend the service life of the roadway, and maintain safe and reliable transportation infrastructure for the public.

In parallel, the City is advancing the Pedestrian Crossing Enhancements at 17 Locations Project (PW9709), which includes improvements designed to enhance pedestrian safety, accessibility, and visibility at key crossing locations. These enhancements support the City’s ongoing efforts to improve multimodal safety and ensure compliance with accessibility standards while addressing locations identified as priorities for pedestrian improvements.

To efficiently coordinate construction activities and minimize overall project costs and impacts to the public, a

Bid Alternative (Various crossings) was incorporated into the contract documents for this project. The inclusion of this bid alternative allows the City to construct curb ramps and pavement surface treatment enhancements concurrently with the pavement rehabilitation work. This coordinated approach prevents the need to disturb newly rehabilitated pavement at a later date, reduces redundant construction activities, and provides cost savings through economies of scale.

Including the pedestrian crossing enhancements as part of this project is a necessary and strategic step to facilitate the timely implementation of the Pedestrian Crossing Enhancements at 17 Locations Project. The locations being included under the recommended awarded contract are attached to this staff report. Delivering these improvements concurrently ensures compatibility between roadway rehabilitation and pedestrian facilities, minimizes future construction disruptions and is consistent with the City's Americans with Disabilities Act (ADA) transition plan, and supports the City's commitment to improving roadway safety, accessibility, and infrastructure in a fiscally responsible and efficient manner.

Plans, specifications, and estimates (PS&E) for the Grind and Overlay Rehabilitation Project on S Regatta Drive & Capitol Street were prepared by City staff under the direction of the Interim Public Works Director and City Engineer. The project was advertised for bid beginning December 22, 2025, via Planet Bids, in accordance with Vallejo Municipal Code Section 3.20.130. The initial advertisement period was four weeks and was subsequently extended by an additional two weeks.

On March 26, 2024, the City Council adopted Resolution No. 24-040 N.C., approving a Project Labor Agreement (PLA) with the Napa-Solano Building and Construction Trades Council and affiliated local unions. The PLA applies to all City capital projects exceeding $750,000. Because the engineer's estimate for this project exceeded that threshold, the contract included provisions requiring PLA compliance.

BID RESULTS

Bids were opened on February 5, 2026, and publicly read by the Deputy City Clerk. The City received eleven (11) bids and the results of the base bids ("basis of award"), ranked from lowest to highest, are as follows:

Bid Order	Contractor	Total Base Bid Amount
1.	Consolidated Engineering, Inc.	$689,707.62
2.	Rapid Grading Services	$727,349.00
3.	Radius Earthwork, Inc.	$768,832.37
4.	Team Ghilotti, Inc.	$820,000.00
5.	MCK Services, Inc.	$828,868.96
6.	Ghilotti Bros., Inc.	$921,194.66
7.	QA Constructors, Inc.	$949,598.48

8.	Maggiora & Ghilotti, Inc.	$981,981.00
9.	LaFleur Engineering	$1,034,043.10
10.	Martin Brothers, Inc.	$1,046,211.25
11.	EE Gilbert Cons., Inc.	$1,122,630.76

In addition, there was one (1) bid alternative included to allow flexibility depending on available funding:

- Bid Alternative: Various crossings

The resulting bids for the alternative for the subject project are as follows:

Bid Order	Contractors	Total Bid Alternative Amount
1.	Consolidated Engineering, Inc.	$591,455.00
2.	Rapid Grading Services	$512,604.00
3.	Radius Earthwork, Inc.	$646,076.83
4.	Team Ghilotti, Inc.	$1,145,161.00
5.	MCK Services, Inc.	$850,525.15
6.	Ghilotti Bros., Inc.	$953,030.00
7.	QA Constructors, Inc.	$574,302.60
8.	Maggiora & Ghilotti, Inc.	$839,870.00
9.	LaFleur Engineering	$781,451.90
10.	Martin Brothers, Inc.	$924,785.75
11.	EE Gilbert Cons., Inc.	$786,312.27

Based on the bid results and available project funding along with the proposed transfer of funding from completed projects, staff recommends including the Bid Alternative in the construction contract to support the successful and coordinated delivery of both the pavement rehabilitation project and the Pedestrian Crossing Enhancement at 17 Locations Project.

Staff recommendation is to award the contract in an amount not to exceed $1,281,162.62 to Consolidated Engineering, Inc., of Valley Springs, California, based on the base bid amount.

The total bid summary is as follows:

Bid Order	Contractor	Total Base Bid Amount	Alternative Amount	Adjusted Total
1.	Consolidated Engineering, Inc.	$689,707.62	$591,455.00	$1,281,162.62
2.	Rapid Grading Services	$727,349.00	$512,604.00	$1,239,953.00
3.	Radius Earthwork, Inc.	$768,832.37	$646,076.83	$1,414,909.20
4.	Team Ghilotti, Inc.	$820,000.00	$1,145,161.00	$1,965,161.00
5.	MCK Services, Inc.	$828,868.96	$850,525.15	$1,679,349.11
6.	Ghilotti Bros., Inc.	$921,194.66	$953,030.00	$1,874,224.66
7.	QA Constructors, Inc.	$949,598.48	$574,302.60	$1,523,901.08
8.	Maggiora & Ghilotti, Inc.	$981,981.00	$839,870.00	$1,821,851.00
9.	LaFleur Engineering	$1,034,043.10	$781,451.90	$1,815.495.00
10.	Martin Brothers, Inc.	$1,046,211.25	$924,785.75	$1,970,997.00
11.	EE Gilbert Cons., Inc.	$1,122,630.76	$786,312.27	$1,908,943.03

Staff has determined that Consolidated Engineering, Inc., of Valley Springs, California, is the lowest responsive and responsible bidder and recommends award of a construction contract in the amount of $1,281,162.62. All bid documents have been reviewed and found complete and in order.

FISCAL IMPACT

This project is mainly funded through the Capital Improvement Program (CIP) using RMRA/SB 1 (Road Maintenance Rehabilitation Account/Senate Bill 1) and will be partially funded through transfers of previously appropriated Capital Outlay (Fund 201) and Gas Tax (Fund 219) budget from completed projects.

SOURCES: GRIND & OVERLAY (PWC117)	BUDGET	EXPENDITURES
Fund 226: RMRA/SB 1	$1,100,000	
Transfer of Fund 201 Capital Outlay budget from *-- PWC109 Streets Overlay/Preservation*	$ 335,000	
Transfer of Fund 219 Gas Tax (HUTA) budget from *-- PW9430 Sideshow Deterrant ($43,590)* *-- PW9745 Citywide Slurry Seal ($209,465)* *-- PW9798 Sacramento Street Bridge Imp ($147,492)*	$ 400,492	

The above projects have been accepted as complete by City Council.		
Design		($ 25,360.00)
Construction Contract		($1,281,162.62)
Contingency (10%)		($ 128,116.26)
Staff Support (Construction Management / Inspection / Special Services)		($ 400,000.00)
TOTAL	$1,835,492	($1,834,638.88)

Remaining balances will be reserved for future roadway repair and improvement projects, pending City Council approval of future expenditures.

ENVIRONMENTAL REVIEW

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(c) "Existing Facilities", because it includes the repair and maintenance of existing highways, streets, sidewalks, gutters, and similar facilities without adding additional vehicular lanes, and adds safety enhancements, such as high-visibility crosswalks and warning signage.

ATTACHMENTS

1.	Resolution Awarding Grind Overlay Project PWC117 to Consolidated Engr for $1281162.62_CAO Stamp
2.	Consolidated Engineering Inc PWC117 Construction Contract_CAO Stamp
3.	Project Location

CONTACT

Oscar Alcantar, Interim Public Works Director, (707) 648-4433
Oscar.Alcantar@cityofvallejo.net

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO: 1) FINDING THE GRIND AND OVERLAY REHABILITATION PROJECT (PWC117) ON S REGATTA DRIVE & CAPITOL STREET CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301(C); 2) APPROVING THE PROJECT PLANS AND SPECIFICATIONS FOR THE PROJECT; 3) APPROVING AND AWARDING A CONSTRUCTION CONTRACT TO CONSOLIDATED ENGINEERING, INC. OF VALLEY SPRINGS, CALIFORNIA, IN THE AMOUNT OF $1,281,162.62, AND REJECTING ALL OTHER BIDS; AND 4) AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH CONSOLIDATED ENGINEERING, INC. AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THIS PROJECT

WHEREAS, the proposed street segments (S Regatta Drive & Capitol Steet) included in this project were identified through the City's pavement management program and field evaluations conducted by Public Works staff. These segments were prioritized due to their deteriorating pavement conditions, which, if left unaddressed, would continue to decline and require more extensive and costly reconstruction in the future; and

WHEREAS, project plans, specifications, and estimates (PS&E) for the project were prepared by City staff, under the direction of the Interim Public Works Director and City Engineer, and were advertised on PlanetBids in accordance with Vallejo Municipal Code Section 3.20.130 for a four-week period commencing on December 22, 2025 and subsequently extended by an additional two weeks; and

WHEREAS, on March 26, 2024, the City Council adopted Resolution No. 24-040 N.C., approving a Project Labor Agreement (PLA) with the Napa-Solano Building and Construction Trades Council and its affiliated local unions, which applies to City capital projects exceeding a threshold of $750,000; and because the engineer's estimate for this project exceeds that threshold, the contract incorporates the PLA; and

WHEREAS, on February 5, 2026, eleven (11) sealed bids were received, opened, and publicly read by the Deputy City Clerk; and

WHEREAS, Consolidated Engineering, Inc. submitted the lowest responsive and responsible base bid, "basis of award," in the amount of $689,707.62; and

WHEREAS, in addition, there was one (1) bid alternative included to allow flexibility depending on available funding. This list of bid alternatives is as follows:

- Bid Alternative: Various crossings

WHEREAS, the inclusion of this bid alternative allows the City to construct ADA ramps and pavement surface treatment enhancements for the Pedestrian Crossing Enhancement at 17 Locations Project concurrently with the pavement rehabilitation work. This coordinated approach prevents the need to disturb newly rehabilitated pavement at a later date, reduces redundant construction activities, and provides cost savings through economies of scale. These improvements have been incorporated in PWC117 S. Regatta Drive & Capitol Plans and Specifications; and

WHEREAS, the Plans and Specifications were presented to and considered by the City Council at a regular meeting held on April 28, 2026. These plans are attached the following Link: "PWC117 Grind and Overlay Rehabilitation Project (PWC117) on S Regatta Drive & Capitol Street" and incorporated herein by reference; and

WHEREAS, projects involving the repair and maintenance of highways and streets, sidewalks, gutters, and similar facilities (including road grading for public safety), as well as alterations such as the addition of safety enhancement facilities—including but not limited to high-visibility crosswalks and advanced warning signs—are categorically exempt from environmental review pursuant to Section 15301(c) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo hereby finds that the Grind and Overlay Rehabilitation Project (PWC117) on S Regatta Drive & Capitol Street is categorically exempt from environmental review pursuant to CEQA Guidelines Section 15301(c) because the project involves the repair and maintenance of existing streets and sidewalks.

BE IT FURTHER RESOLVED that the City Council of Vallejo, having reviewed the Plans and Specifications for the Grind & Overlay Project (PWC117), hereby approves and adopts said Plans and Specifications.

BE IT FURTHER RESOLVED that the project budget will be as per below:

SOURCES – PWC117	REVENUES	EXPENDITURES
Fund 226 – RMRA / SB 1	$1,100,000	$1,100,000
Fund 201 – Capital Outlay	$335,000	$335,000
Fund 219 – Gas Tax (HUTA)	$400,492	$400,492
TOTAL	$1,835,492	$1,835,492

BE IT FURTHER RESOLVED that an invitation for bids was duly advertised on December 22, 2025, and bids were received on February 5, 2026.

BE IT FURTHER RESOLVED that Consolidated Engineering, Inc., having submitted the lowest responsive and responsible bid, is hereby awarded a contract in the amount of $1,281,162.62, based on the base bid ("basis of award") and inclusion of the Bid Alternative. The bid summary is as follows:

Bid Order	Contractor	Total Base Bid Amount	Alternative Amount	ADJUSTED TOTAL
1.	Consolidated Engineering, Inc.	$689,707.62	$591,455.00	$1,281,162.62
2.	Rapid Grading Services	$727,349.00	$512,604.00	$1,239,953.00
3.	Radius Earthwork, Inc.	$768,832.37	$646,076.83	$1,414,909.20
4.	Team Ghilotti	$820,000.00	$1,145,161.00	$1,965,161.00
5.	MCK Services, Inc.	$828,868.96	$850,525.15	$1,679,349.11
6.	Ghilotti Bros.	$921,194.66	$953,030.00	$1,874,224.66
7.	QA Constructors, Inc.	$949,598.48	$574,301.60	$1,523,901.08
8.	Maggiora & Ghilotti, Inc.	$981,981.00	$839,870.00	$1,821,851.00
9.	LaFleur Engineering	$1,034,043.10	$781,451.90	$1,815,495.00
10.	Martin Brothers, Inc.	$1,046,211.25	$924,785.75	$1,970,997.00
11.	EE Gibert Cons. Inc.	$1,122,630.76	$786,312.27	$1,908,943.03

BE IT FURTHER RESOLVED that all other bids, to-wit:

Rapid Grading Services	$1,239,953.00
Radius Earthwork, Inc.	$1,414,909.20
Team Ghilottie, Inc.	$1,965,161.00
MCK Services, Inc.	$1,679,349.11
Ghilotti Bros.	$1,874,224.66
QA Contractors, Inc.	$1,523,901.08
Maggiora & Ghlotti, Inc.	$1,821,851.00
LaFleur Engineering	$1,816,495.00
Martin Brothers, Inc.	$1,970,997.00
EE Gilbert Cons., Inc.	$1,908,943.03

are hereby deemed rejected upon the full execution of the contract documents by the successful bidder, with notice of rejection to be given thereupon by the City Clerk.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the construction contract between the City of Vallejo and Consolidated Engineering, Inc. in the amount of $1,281,162.62, with any modifications as recommended by the City Attorney, and that the City Clerk shall attest to the signing of the contract.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute future Contract Change Orders not to exceed the approved Project budget.

Adopted by the City Council of the City of Vallejo at a special meeting held on April 28, 2026, with the following vote:

AYES:
NOES:
ABSENT:

_____
ANDREA SORCE, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

CONTRACT
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

THIS CONTRACT ("Contract") made and entered into this 29th day of April 2026, at Vallejo, California, by and between the City of Vallejo, a municipal corporation of the State of California, hereinafter called City, and Consolidated Engineering, a California corporation, hereinafter called CONTRACTOR.

WITNESSETH:
WHEREAS, the City Council of said City heretofore caused Plans and Specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said Plans and Specifications; and

WHEREAS, the City Council of said City did cause to be noticed for the time and in the manner required by law a notice inviting sealed bids for the performance of said work; and

WHEREAS, Contractor, in response to such notice, submitted to the City Council of said City within the time specified in said notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said Plans and Specifications, which said bid and proposal, and the other bids and proposals submitted in response to said notice, the City Council of City, by and through its authorized representatives, publicly opened and canvassed in the manner provided by law; and

WHEREAS, Contractor was the lowest responsive and responsible bidder for the performance of said work, and said City Council of City, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsive and responsible bidder for the work and award a contract, therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. SCOPE OF WORK
The work to be done, in general terms, consists of:

Furnishing all labor, materials, equipment, incidentals and services for the construction and completion of the CITY OF VALLEJO S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT. The work includes but is not limited to:

- Pavement maintenance of existing roadway improvements including cold planing existing asphalt, installing pavement reinforcing fabric, pavement overlays of various

thicknesses and localized repairs.
- Developing and implementing a water pollution program.
- Implementing temporary traffic control for street closures and detours.
- Adjusting utility covers to grade if needed.
- Removing and replacing pavement striping, markings and markers.
- Removing non-compliant and installing ADA compliant curb ramps (various cases)

The Contractor shall provide all labor, tools, and materials for a complete and working project in conformance with the intent shown on the Plans and as provided for and set forth in said Plans, Specifications, and any addenda that were issued prior to the date of bid, which said Plans and Specifications are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

The following documents shall constitute the Contract Documents:

(a) This Contract:
  (i) Exhibit A – Compensation;
  (ii) Exhibit B – Sample Contract Change Order;
  (iii) Exhibit C – Insurance Requirements;
  (iv) Exhibit D – Faithful Performance Bond;
  (v) Exhibit E – Payment (Labor and Materials) Bond;
  (vi) Exhibit F – Prevailing Wage Requirements;
  (vii) Appendix A – Project Location;
  (viii) Appendix B – Project Labor Agreement for the City of Vallejo;
(b) Plans, prepared by Public Works - Engineering and entitled Plans for S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT, signed and stamped by the City Engineer on January 16, 2026;
(c) Specifications signed and stamped by the City Engineer on January 16, 2026;
(d) Addendum No.1 signed by the City Engineer on January 16, 2026
(e) Addendum No.2 signed by the City Engineer on January 22, 2026
(f) Links for this Contract:
  (i) Standard Specifications of the State of California Department of Transportation dated 2024;
  (ii) City of Vallejo Standard Specifications and Standard Drawings dated December 20, 2011; and
  (iii) Vallejo Flood and Wastewater District Engineering Design Standards dated July 2020, and Engineering Standard Details, dated July 2020; and
(g) Any other documents identified as such in the Contract Documents.

2. TERMS AND CONDITIONS

This Contract consists of the Contract Documents identified in subsections (a) through (g) of Section 1 above, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and City agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the City Council, or its representative, who shall have the right to reject any and

all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

3. Contractor agrees to receive and accept the prices set forth in its proposal in an amount not to exceed one million, two hundred eighty-one thousand, one hundred sixty-two dollars and sixty-two cents ($1,281,162.62) as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description, connected with the work; also for all discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications and the requirements of the Engineer under them.

By my signature as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are attached herein as Exhibit F. The Contractor shall forfeit, as penalty to the City, One hundred Dollars ($100.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

City shall pay Contractor the sums set forth in its Proposal in accordance with all of the terms and conditions of the Contract Documents.

The Contractor shall be permitted to substitute designated securities for any moneys withheld by the City of Vallejo to insure performance under the Contract. This right of substitution shall be exercised in the manner and subject to the conditions specified in the Contract Documents. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full and shall govern the substitution of securities and/or escrow account.

The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

CONSOLIDATED ENGINEERING, INC.,
a California corporation

By: _____
Casey Curtin
President

DATE: _____

CITY OF VALLEJO,
a municipal corporation

By: _____
Andrew Murray
City Manager

DATE: _____

ATTEST:

By: _____
Dawn G. Abrahamson
City Clerk

APPROVED AS TO CONTENT:

(City Seal)

By: _____
Oscar Alcantar
Interim Public Works Director

APPROVED AS TO FORM:

By: _____
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

By: _____
Armond Sarkis
Risk Manager

COMPENSATION

BASE (S Regatta Dr & Capitol St)

Item	Description of Items	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$ 45,000.00	$ 45,000.00
2	Temporary Traffic Control	LS	1	$ 36,000.00	$ 36,000.00
3	Water Pollution Control	LS	1	$ 3,900.00	$ 3,900.00
4	Adjust Existing Survey Monument to Grade	EA	9	$ 1,100.00	$ 9,900.00
5	Adjust Existing Sewer Manhole to Grade	EA	12	$ 1,475.00	$ 17,700.00
6	Adjust Existing Stormwater Manhole to Grade	EA	4	$ 1,470.00	$ 5,880.00
7	Adjust Existing Water Valve to Grade	EA	25	$ 1,100.00	$ 27,500.00
8	Thermoplastic 12" White Limit Line Per Std Plan A24C	LF	32	$ 11.00	$ 352.00
9	Yellow Thermoplastic Stripe Per Detail 22 Std Plan A20A	LF	2,668	$ 3.75	$ 10,005.00
10	White Thermoplastic Crosswalk 12" Stripe: Std Plan A24F	LF	637	$ 10.00	$ 6,370.00
11	White Thermoplastic STOP marking: Std Plan A24D	SF	88	$ 15.25	$ 1,342.00
12	White Thermoplastic 4" Stripe	LF	1,385	$ 5.40	$ 7,479.00
13	Thermoplastic Stripe per Detail 27B :Std Plan A20B	LF	4,120	$ 2.60	$ 10,712.00
14	Yellow Thermoplastic Stripe per Detail 41 on Std Plan A20D	LF	9	$ 10.00	$ 90.00
15	ISA Marking per STD Plan A24C	EA	3	$ 420.00	$ 1,260.00
16	White Flexible Delineator Round Post w/ Base (36")	EA	14	$ 158.00	$ 2,212.00
17	Post Mounted (W11-2) Warning Sign with (W16-7P) Plaque	EA	1	$ 680.00	$ 680.00
18	Painted Curb Markings	LF	160	$ 4.20	$ 672.00
19	Remove and Replace Concrete Curb and Gutter	LF	177	$ 63.00	$ 11,151.00
20	Remove and Replace Minor Concrete	CY	9	$ 1,685.00	$ 15,165.00
21	Cold Plane Asphalt Concrete, 3" Grind	SY	4,896	$ 5.25	$ 25,704.00
22	Hot Mix Asphalt Road Section	TON	2,023	$ 144.00	$ 291,312.00
23	GlasPave	SF	81,058	$ 0.39	$ 31,612.62
24	8' Wedge Grind	LF	4,400	$ 2.40	$ 10,560.00
25	Crack Sealing	LS	1	$ 15,500.00	$ 15,500.00
26	Dig Out Repairs	SF	12,512	$ 3.00	$ 37,536.00
27	Plug Paving	TON	34	$ 273.00	$ 9,282.00
28	Class II Base	CY	46	$ 29.00	$ 1,334.00
29	Remove and Replace Curb Ramps	SF	587	$ 43.00	$ 25,241.00
30	Remove and Replace Concrete Sidewalk	SF	883	$ 32.00	$ 28,256.00
	BASE TOTAL				$689,707.62

ALTERNATIVE (Various Crossings)

Item	Description of Items	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$ 29,000.00	$ 29,000.00
2	Temporary Traffic Control	LS	1	$ 65,000.00	$ 65,000.00
3	Water Pollution Control	LS	1	$ 5,000.00	$ 5,000.00
4	Adjust Existing Survey Monument to Grade	EA	6	$ 1,265.00	$ 7,590.00
5	Adjust Existing Sewer Manhole to Grade	EA	8	$ 1,700.00	$ 13,600.00
6	Adjust Existing Stormwater Manhole to Grade	EA	3	$ 1,680.00	$ 5,040.00
7	Adjust Existing Water Valve to Grade	EA	23	$ 1,260.00	$ 28,980.00
8	Remove and Replace Concrete Curb and Gutter	LF	572	$ 79.00	$ 45,188.00
9	Remove and Replace Minor Concrete	CY	4	$ 1,685.00	$ 6,740.00
10	Cold Plane Asphalt Concrete, 2" Grind	SY	5,287	$ 5.00	$ 26,435.00
11	Hot Mix Asphalt Road Section	TON	654	$ 254.00	$ 166,116.00
12	Dig Out Repairs	SF	4,758	$ 10.00	$ 47,580.00
13	Plug Paving	TON	85	$ 115.00	$ 9,775.00
14	Class II Base	CY	62	$ 30.00	$ 1,860.00
15	Remove and Replace Curb Ramps	SF	1,911	$ 63.00	$ 120,393.00
16	Remove and Replace Concrete Sidewalk	SF	306	$ 43.00	$ 13,158.00
	ALTERNATIVE TOTAL				$591,455.00

BASE TOTAL	$ 689,707.62
ALTERNATIVE TOTAL	$ 591,455.00
GRAND TOTAL	**$ 1,281,162.62**

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CONTRACT CHANGE ORDER NO.: _____ DATE: _____

TO:

PROJECT: S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT

FROM: CITY OF VALLEJO

This change order modifies and amends the provisions of that certain Contract dated _____ by and between the City and _____ ("Contractor").

REFERENCE: Contract drawings, Sheet No.
or other drawings attached

Contractor is hereby directed to make the following changes to the Work:

SAMPLE

By signing this Change Order, Contractor understands and agrees that it is accepting the specified sums and adjustment of contract time of completion (if any) set forth herein as full, final and complete satisfaction of any and all claims by Contractor for all costs and expenses of Contractor and anyone for whom Contractor may be responsible for the work referred to herein, including but not limited to costs or expenses of the Contractor or any of its subcontractors, materials suppliers, vendors or anyone else for whom Contractor is responsible, for labor, materials, services or equipment, no matter how characterized, whether known or unknown to Contractor, including but not limited to, all field and home office overhead, delay costs/claims, acceleration costs/claims, unabsorbed or under-absorbed home office overhead, extended field costs, general conditions, claim preparation costs, inefficiencies, or the like, no matter how characterized. Contractor further understands and agrees by signing this Change Order that any attempt by Contractor to purportedly reserve rights to claim additional time or compensation for the work referred to herein, is void.

ADJUSTMENT OF CONTRACT TIME OF COMPLETION: _____

AGREED PRICE: _____

FORCE ACCOUNT: _____

BASE CONTRACT PRICE: _____

PREVIOUS CONTRACT CHANGE ORDER: _____

NEW ADJUSTED CONTRACT PRICE: _____

EXCEPT AS SET FORTH ABOVE, ALL TERMS AND PROVISIONS OF THE CONTRACT AND ALL PRIOR CHANGE ORDERS REMAIN IN FULL FORCE AND EFFECT.

RECOMMENDED: _____

NAME TITLE

Execution of this Change Order by both parties constitutes a binding agreement. This document constitutes the entire agreement between the parties. The person signing this Change Order for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

ACCEPTED AND AGREED:

Contractor: _____ Date: _____

(Name and Title)

City: _____ Date: _____

(City Engineer)

SAMPLE

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. It shall be a requirement under this Agreement 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 minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Installation or Property Installation Floater** coverage providing property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Vallejo's site.
5. **Contractors' Pollution Legal Liability** with limits of no less than **$1,000,000** per occurrence or claim, and **$1,000,000** policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Vallejo requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Vallejo.

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the City of Vallejo. The City of Vallejo may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be

satisfied by either the named insured or City of Vallejo.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self- insurance maintained by the City of Vallejo, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Vallejo.
4. The limits of Insurance required in this 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 of Vallejo before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured. Contractor agrees to endorse the City of Vallejo as an Additional Insured on the Umbrella or Excess policy, unless the Certificate of Insurance states the Umbrella or Excess policy provides coverage on a "Follow Form" basis.
5. The City of Vallejo reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of

contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Vallejo for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to conduct business in the state with a current Best rating of no less than A: VII, unless otherwise acceptable to the City of Vallejo.

WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Vallejo for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish the City of Vallejo with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of Vallejo before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Vallejo reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Failure to exercise this right shall not constitute a waiver of right to exercise later. All verification of coverage and other insurance documents shall be mailed to the following address:

City of Vallejo

Attn: Risk Manager

555 Santa Clara Street

Vallejo, CA 94590

SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Vallejo is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

PAYMENT WITHHOLD

City of Vallejo will withhold payments to Contractor if the certificates of insurance and endorsements required in this exhibit are canceled or Contractor otherwise ceases to be insured as required herein.

FAITHFUL PERFORMANCE BOND
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

KNOW ALL MEN/WOMEN BY THESE PRESENTS, THAT WE, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Vallejo, a municipal corporation of the State of California, hereinafter called the City, in the sum of _____ Dollars ($_____), and no more, for the work described below, for the payments of which sum in lawful money of the United States of America well and truly to be made to the City of Vallejo, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as herein above provided.

WHEREAS, that the Principal has entered into a contract with said City for the construction of:

S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT

NOW, THEREFORE, the condition of this obligation is such that if the above bounded Principal shall in all things stand to abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract agreed on his/her or their part to be kept and performed at the time and in the manner herein specified, and shall indemnify and save harmless the City of Vallejo, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue to guarantee Contractor's faithful performance of its obligations in the Contract Documents, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

The Surety herein, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same shall in any manner affect its obligations on this bond and said Surety does hereby waive notice of any such change, extension, alteration or addition. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

(Signatures on the following page)

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their several seals this _____ day of _____, 20_____. The name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL	SURETY
_____	_____
_____	_____
_____	_____

SURETY INFORMATION:

Contact Person: _____

Name of Company: _____

Address: _____

_____

Telephone No.: _____

NOTE: (1) Signatures of those executing for the Principal and Surety must be properly acknowledged.
(2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

_____
Veronica A. F. Nebb
City Attorney

PAYMENT (LABOR AND MATERIALS) BOND
for
CITY OF VALLEJO

KNOW ALL MEN/WOMEN BY THESE PRESENTS, WHEREAS, that the City of Vallejo, a municipal corporation of the State of California, acting through its City Council, has awarded: _____, hereinafter designated as the Principal, a contract for:

S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, provided that if said Contractor, or any of his/her or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such labor, the Surety of this bond will pay the same.

NOW, THEREFORE, we, the Principal, and _____, as Surety, are held and firmly bound unto the City of Vallejo, a municipal corporation, hereinafter called City, in the sum of _____ Dollars ($_____), and no more, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as herein provided.

The condition of this obligation is such that, if said Principal, or his/her or its Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of California Civil Code, commencing with Section 9550, and providing that the persons, companies or corporations so furnishing said materials, provisions, or other supplies, appliances or power used in, for or about the performance of the work contracted to be executed or performed, or any person, company, or corporation, renting, or hiring implements, or machinery, or power, for, or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Title 15, the Surety hereon will pay the same in an amount not exceeding the sum specified in its bond, and also, in case suit is brought upon this bond, reasonable attorneys' fees to be fixed by the Court, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety herein, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same, shall in any manner affect its obligation on this bond, and said Surety does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their several seals this _____ day of _____, 20_____. The name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL	SURETY
_____	_____
_____	_____
_____	_____

SURETY INFORMATION:

Contact Person:

Name of Company:

Address: _____

_____

Telephone No.:

NOTE: (1) Signatures of those executing for the Surety must be properly acknowledged.
(2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

_____
Veronica A. F. Nebb
City Attorney

PREVAILING WAGE REQUIREMENTS

STATE PREVAILING WAGE RATES

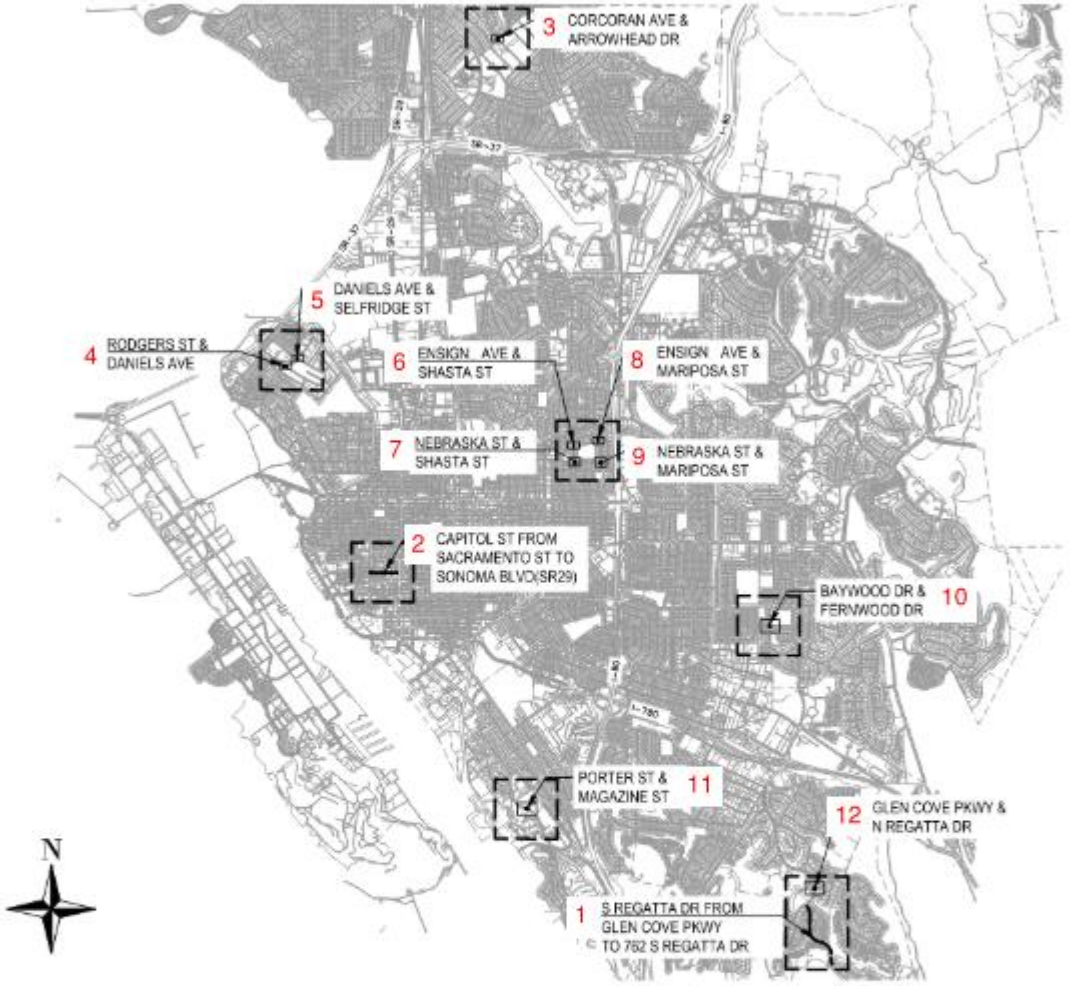
http://www.dir.ca.gov/dlsr/DPreWAgeDetermination.htm

FEDERAL MINIMUM WAGE RATES

http://www.access.gpo.gov/davisbacon/CA.html

Appendix A

Project Location



Base:

1. S Regatta Dr from Glen Cove Pkwy to 762 S Regatta Dr
2. Capitol St from Sacramento St to Sonoma Blvd (SR29)

Alternative (Various Crossings):

3. Corcoran Ave & Arrowhead Dr
4. Rodgers St & Daniels Ave
5. Daniels Ave & Selfridge St
6. Ensign Ave & Shasta St
7. Nebraska St & Shasta St
8. Ensign Ave & Mariposa St
9. Nebraska St & Mariposa St
10. Baywood Dr & Fernwood Dr
11. Porter St & Magazine St
12. Glen Cove Pkwy & N Regatta Dr

Appendix B

PROJECT LABOR AGREEMENT
FOR THE CITY OF VALLEJO

INTRODUCTION/FINDINGS

This Project Labor Agreement is entered into this 1st day of April, 2024 by and between the City of Vallejo (hereinafter the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **"Agreement to be Bound" (Addendum 1)** (referred to herein as "Contractor(s)/Employer(s)"), and the Napa-Solano Building and Construction Trades Council (referred to herein as the "Trades Council") and the local Unions that have executed this Agreement (referred to collectively herein as the "Union(s)").

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Vallejo through the use of skilled labor resulting in quality construction outcomes, and to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of Covered Projects as defined in Section 1.10 below.

WHEREAS, the timely and successful completion of Covered Projects is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills are required in the performance of construction work on Covered Projects who will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on Covered Projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers are best served if the construction work proceeds in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on Covered Projects and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Covered Projects if Union and non-union workers of different employers were to work side by side on the Covered Projects, potentially leading to labor disputes that could delay completion of the Covered Projects; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of this Agreement, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail. It is understood that Contractor(s)/Employer(s) are bound and shall remain bound, for the duration of this Agreement, by the terms of this Agreement and the applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and Contractors/Employers, in effect and covering the area of these Covered Projects; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the contract(s) for construction work on Covered Projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code, the Charter of the City of Vallejo, the Vallejo Municipal Code, and all state, local and federal laws; and

WHEREAS, The City has adopted this Agreement which will provide construction employment and training opportunities in ways calculated to mitigate the harms caused by poverty, unemployment, and underemployment; and

WHEREAS, this Agreement reflects a commitment by all parties to the diversity in the workforce on Covered Projects to the extent allowed by law, to reflect levels of minority, women and other worker utilization at levels which are representative of the relevant workforce of these groups in the Vallejo area as determined by the U.S. Census Bureau; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of all Covered Projects;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum 1)

that shall be executed by each and every Contractor/Employer as a condition of working on Covered Projects.

1.3 "Apprentice" means any worker who is indentured in a bona fide joint Labor/Management construction apprenticeship program, registered and approved by the State of California Department of Industrial Relations (DIR) Division of Apprenticeship Standards (DAS), and in the case of Covered Projects with Federal funding, consistent with the requirements of the US Department of Labor (DOL).

1.4 "Apprentice Program" means any joint Labor/Management Construction apprenticeship program certified and approved by the California DAS, and in the case of Covered Projects with Federal funding, consistent with the requirements of the US DOL.

1.5 "City" means the City of Vallejo and its city council, officers, agents, attorneys and employees, including managerial personnel.

1.6 "Completion" means that point at which there is Final Acceptance by the City of a Covered Project and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.7 "Construction Contract" means all contracts under which construction is done which are necessary to complete the Covered Project(s).

1.8 "Contractor(s)/Employer(s)" means any individual, firm, partnership, or corporation (including the prime contractor, general contractor, subcontractor of any tier, or combination thereof, including joint ventures, and their successors and assigns), that is a business enterprise and which is properly licensed for the work intended, and has entered into a Construction Contract for a Covered Project under this Agreement, with respect to the construction of any part of a Covered Project within this Agreement.

1.9 "Core Worker" means a verifiable member of the Contractor(s)/Employer(s) core workforce whose name appears on the Contractor(s)/Employer(s) active payroll for 60 of 100 working days immediately prior to the award of the Construction Contract; who has worked at least four-thousand (4,000) hours in the construction craft in which they are employed, during the prior four (4) years; who resides in Priority 1-3 as set forth in Section 9.1; and who meets all standards required by applicable local, state or federal law or regulation.

1.10 "Covered Project" means City capital improvement projects where either the engineer's estimate of the total cost of the project or the actual cumulative bid amount(s) submitted by the contractor(s) awarded the Construction Contract(s) for the Project, exceeds seven hundred and fifty thousand dollars ($750,000). All Construction Contracts required to complete a Covered Project shall be considered in determining whether this

threshold is met. The City and the Trades Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. Covered Projects and Construction Contracts will not be split, divided or otherwise separated for the purpose of avoiding application of this Agreement. The term "Covered Project" applies to each and all projects as defined in this section, whether used in the singular or plural.

1.11 "Employment Hiring Plan" or ("EHP"-) means a Contractor/Employer's detailed hiring plan.

1.12 "Local Resident" means an individual who resides within the City Limits of the City of Vallejo.

1.13 "Master Agreement" means the Master Collective Bargaining Agreement negotiated and executed from time to time by each craft Union signatory hereto.

1.14 "Project Manager" means the person(s) or entity(ies) designated by the City to oversee all phases of construction on any Covered Project and the implementation of this Agreement.

1.15 "Trades Council" means the Napa-Solano Building and Construction Trades Council.

1.16 "Union" or "Unions" means the Napa-Solano Building and Construction Trades Council and the Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to the City and all Contractors/Employers performing work pursuant to Construction Contracts on a Covered Project and their successors and assigns, the Trades Council, and the Unions signatory to this Agreement.

2.2 Applicability: This Agreement shall apply to all Construction Contracts awarded on a Covered Project. Construction Contracts shall be considered Completed as set forth in Section 1.6, except when the City directs a Contractor to engage in repairs, construction warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. The City has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Covered Project. However, should the City remove any contract, subcontract, or work from a Covered Project and thereafter authorize such work to be commenced after a new competitive bidding process, such work shall be performed under the terms of this Agreement unless said contract, subcontract, or work is awarded under a new contract and is less than seven hundred fifty thousand dollars ($750,000).

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for a Covered Project that is within the craft jurisdiction of one of the Unions and that is part of a Covered Project, including, without limitation the following examples: geotechnical and exploratory drilling, soils and materials testing and inspection , temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve a Covered Project), pumps, pump stations, start-up, modular furniture installation (as covered by California Prevailing Wage Determinations) included as part of the Covered Project, and final clean-up. Covered Work includes work done for a Covered Project in temporary yards, dedicated sites, or areas adjacent to a Covered Project, and at any on-site or off-site batch plant constructed to supply materials to a Covered Project. Covered Work does not include excluded work as set forth in Section 2.4 below or any work performed pre-bid for a Covered Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Covered Project performed after Completion, unless performed by City employees or is exempt pursuant to Section 2.4. For the avoidance of doubt, this Agreement applies to post-Completion work on a Covered Project only if such work is performed pursuant to the original Construction Contract for the Covered Project. Notwithstanding the foregoing, if a Project involves the start-up, commissioning or performance testing of highly specialized or proprietary equipment and/or systems, such work may be performed by personnel of the company providing such equipment and/or systems.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for a Covered Project in any temporary yard or area established for a Covered Project) This Agreement also covers any off-site work, including fabrication (unless excluded otherwise in this Agreement), that is traditionally performed by the Unions and is part of a Covered Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s). For the avoidance of doubt, the provisions of this Agreement shall only apply to work within the scope of a Covered Project

2.3.3 The City is not limited or restricted on the choice of materials or the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools, or other labor-saving devices, except as set forth in Section 2.3.2. Otherwise, the City has the right to purchase material and equipment from any source, and craft persons covered by this Agreement will handle and install such material and equipment unless the manufacturer requires that it or its specialized contractor handle or install such material and equipment, as provided in Section 2.4.10.

2.3.4 This Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing

construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.5 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XII and XIII of this Agreement shall apply to such work.

2.3.6 The City shall not be responsible for interpretation or application of any of the National Agreements in Section 2.3.5 nor shall the City be liable to any party for the breach of any such agreement.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 Work performed by the City's own employees as permitted by the Public Contract Code.

2.4.2 Work performed by Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by a Prevailing Wage determination).

2.4.3 The off-site maintenance of leased equipment and on-site supervision of such work.

2.4.4 Work performed on or near or leading to the site of a Covered Project that is undertaken by state, county, city, or other governmental bodies or their contractors.

2.4.5 This Agreement shall not apply to Emergency Projects as defined by the Public Contract Code or other state law, or the Vallejo Municipal Code, where the work is exempted from the obligation to solicit bids.

2.4.6 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors.

2.4.7 Work related to the creation of any Artwork by an individual Artist as part of the City's Public Art Program, or other work related to public art. For purposes of this Agreement, "Artwork" is a unique, one-of-a-kind decorative element to be incorporated into the building or site, the design, illustration, and detailing of which can only be fully completed in the field and can only be performed by the individual Artist. An "Artist" is an individual that is engaged by the City to create and install Artwork. This Agreement does not apply to final adjustments, finishing touches, and final painting of any Artwork performed by the Artist.

2.4.8 Contracts entered into before the effective date of this Agreement.

2.4.9 Contracts that are outside the scope of this Agreement.

2.4.10 Work performed by manufacturers or manufacturers' representatives of specialty process equipment or systems where the work must be performed by such persons as expressly stated in the manufacturer's or vendor's written warranty or guarantee as a condition of the warranty or guarantee, provided the manufacturer or the manufacturer's representative possesses any license required for the performance of the work. In the case of a warranty exemption, the Contractor/Employer shall provide copies of the written warranty requirement to the affected Union and the City prior to the commencement of work by the manufacturer or vendor.

2.4.11 In the event the City intends to award a contract without a competitive bidding process pursuant to the sole source exemption contained in Vallejo Municipal Code Sections 3.20.90(a)(2) and 3.20.150, the City may request that the Trades Council meet and confer regarding the applicability of this Agreement or any accommodations necessary under this Agreement.

2.4.12 Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the service provider point of termination shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the service provider point of termination shall be Covered Work. Additionally, all contracted work performed ahead of the service provider point of termination that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.13 In the event the City intends to procure modular buildings or structures, the City may request that the Trades Council meet and confer regarding the applicability of Section 2.3.2 or any other accommodations necessary under this Agreement.

2.4.14 Maintenance work performed pursuant to a multi-year maintenance contract, unless the average annual value of the multi-year maintenance contract exceeds the Covered Project threshold identified in Section 1.10.

2.4.15 This Agreement shall not apply to work funded by any federal, state, local or other public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement of the City and the Trades Council, the parties will modify the requirements of this Agreement accordingly, to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.4.16 Work performed under any takeover agreement with a surety company that has guaranteed performance pursuant to a performance bond for a public works contract.

2.5 Award of Contracts: The City holds the right to select any qualified bidder for the award of Construction Contracts for Covered Projects under this Agreement. The bidder shall be responsive, responsible, willing, ready and able to execute and comply with this Agreement as it

applies to a Covered Project. This Agreement shall be included in all invitations to bid or solicitations for proposals from Contractors or subcontractors for work on Covered Projects. A copy of all invitations to bid for Covered Projects shall be provided to the Trades Council at the time of issuance.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Trades Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for a Covered Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum 1**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Covered Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Notwithstanding the foregoing, any shared liability provided by law or a Master Agreement shall apply. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement and the applicable Master Agreements shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Master Agreement, the provision of this Agreement shall prevail. Where a provision of a Master Agreement does not conflict with this Agreement, the provision of the Master Agreement shall apply.

3.7 Notwithstanding any other provision of this Article or this Agreement, the City shall not be liable for any violation or breach and is not a party to any Master Agreement.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of a Covered Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling, slowdown, withholding of work, refusal to work, sick-out, walk-off, sitdown, stand-in, wobble, boycott, disruption or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on a Covered Project, at the job site of a Covered Project or any other facility of City because of a dispute on a Covered Project and shall not sanction, aid, abet or encourage same, and will affirmatively take all reasonable and lawful measures necessary to effectively induce their respective members to cross any and all picket lines. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on a Covered Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is executed. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, provided the new Master Agreement does not conflict with this Agreement, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Covered Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on a Covered Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Trades Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Trades Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 Upon receipt of notice that a party is invoking this procedure, the parties shall meet and confer to select an arbitrator. If the parties cannot mutually agree on the selection of an arbitrator, the parties shall each provide a list of three arbitrators. The parties shall select the arbitrator using the alternate striking method. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Trades Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of notice that an arbitrator has been selected, the City will contact the selected arbitrator and attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed as soon as reasonably possible. An intentional failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars ($10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties to the extent such rights are legally waivable.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE V
CRAFT ASSIGNMENT PRE-JOB CONFERENCES

5.1 Timing: The General Contractor for a Covered Project and the Trades Council shall convene and conduct, at a location and time mutually agreeable to the Trades Council and the City, a craft assignment pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

(a) The commencement of any Covered Project work, and

(b) The commencement of Covered Project work on any subsequently awarded Construction Contract.

5.2 The craft assignment pre-job conference shall be attended by a representative of each participating Contractor and each affected Union; the Trades Council and City representatives may attend at their discretion.

5.3 The craft assignment pre-job conference shall include but not be limited to the following subjects:

(a) A listing of each Contractor's scope of work;

(b) The craft assignments;

(c) The estimated number of craft workers required to perform the work;

(d) Transportation arrangements;

(e) The estimated start and completion dates of the work; and

(f) Discussion of pre-fabricated materials.

5.4 Joint Administrative Committee: In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Trades Council shall establish a Joint Administrative Committee comprised of up to four representatives with an equal number of representatives from the City and the Trades Council. The Joint Administrative Committee shall meet on a periodic basis during the term of construction, at least semi-annually, to assess the implementation of this Agreement, review the progress of any Covered Projects, and facilitate harmonious relations between the parties. Both the City and the Trades Council shall have the right to call a meeting of the Joint Administrative Committee.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on Covered Projects.

ARTICLE VII
UNION REPRESENTATION AND REFERRAL

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on Covered Projects.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to a Covered Project whenever work covered by this Agreement is being, has been, or will be performed on that Covered Project.

7.4 Core Workers: A Contractor may request by name, and the Union shall honor, referral of Core Workers who have applied to the Union for Covered Project work and who demonstrate to the Union dispatcher and provide satisfactory proof (with a copy of such proof provided to the Project Manager) that the worker meets all the following qualifications:

1. Appearance on the Contractor/Employer's active payroll for at least the last sixty (60) out of the one hundred (100) working days

prior to award of a Construction Contract;

2. Possession of all licenses and certifications required by applicable state and federal law for the Covered Project work;

3. Has worked at least four thousand (4,000) hours in the appropriate construction craft during the past two years; and

4. Is a resident of the City of Vallejo or the Counties of Napa, Contra Costa, Alameda, Marin, Solano, Sonoma, San Mateo, and San Francisco.

7.4.1 The following procedure shall apply for dispatch of Core Workers: the first one (1) worker will be referred from the applicable Union hiring hall out-of-work list, then one (1) Core Worker shall be selected and referred from the hiring hall, followed by one (1) worker from the hiring hall out-of-work list, and this process shall repeat until such Contractor/Employer's requirements are met or until such Contractor/Employer has hired three (3) such Core Workers for that trade or craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the applicable hiring hall out-of-work list. In the event the Contractor/Employer reduces the workforce, such reduction will take place in the reverse order of assignment and in the same ratios as was applied in hiring.

7.4.2 Contractor/Employer(s) signatory to a Local, Regional, and/or National collective bargaining agreement with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such Contractor/Employer(s). Contractor/Employer(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

7.4.3 The Contractor/Employer shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by the City. Prior to each Contractor performing any Covered Project work, such Contractor or subcontractor shall provide a list of its Core Workers to the City and the Trades Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract.

7.5 Contractor(s)/Employer(s) performing construction work on a Covered Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

7.6 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

7.7 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on a Covered Project.

ARTICLE VIII
WAGES AND BENEFITS

8.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Covered Project, in the amounts designated in the applicable Master Agreement(s). The Master Agreements require such benefit contributions to be made on an hourly basis to such health benefit Trust Funds, each of which is separately administered by a Taft-Hartley Board of Trustees comprised of half labor and half management representatives and is administered via a Trust Agreement.

8.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 8.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

8.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Covered Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

8.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE IX
LOCAL HIRE, APPRENTICES, AND WORKFORCE DEVELOPMENT

9.1 Local Hire: It is in the interest of the parties to this Agreement to facilitate employment of City of Vallejo residents and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy. For purposes of this Article, the "Local Area" is defined as the City of Vallejo. It is the objective of the parties that not less than thirty percent (30%) of the combined journey-level and apprentice hours worked on the Project will be worked by residents of the Local Area. The Unions agree that residents of the Local Area shall be first referred for Project Work, including journey-level workers and apprentices covered by this Agreement. While the objective is to utilize as many workers from the Local Area as possible, the parties recognize that it may not always be possible. So, the parties agree that recruitment of workers shall be in the following priority:

Priority 1: Residents of the City of Vallejo.
Priority 2: Residents of Solano County outside of the City of Vallejo.
Priority 3: Residents of the Counties of Napa, Contra Costa, Alameda, Marin, Sonoma, San Mateo, and San Francisco.
Priority 4: All other areas.

The Contractors shall provide monthly reports to the parties. The workforce reports shall include information regarding the number of: (i) journey-level workers broken down by Priority number; (ii) Apprentices broken down by Priority number. The Contractors and the Unions agree to furnish all information required to prepare these reports. The reports shall be made available to the Unions by the Contractors within ten (10) days of receiving a request.

9.2 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

9.3 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

9.4 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised. The Unions will exert their best effort to recruit and identify residents in the Local Area and assist individuals in qualifying and becoming eligible for such apprenticeship programs.

9.5 When Local Residents are requested by the Contractor/Employers, the Unions will grant priority referral to such workers. In the event that a Contractor/Employer, having not achieved its targeted hiring participation levels, requests a Local Resident from the Union hiring facility, and is referred a worker who is not a Local Resident the Contractor/Employer is under no obligation to hire the referred worker for the Covered Project work and shall notify

the Union hiring facility and the Jobs Coordinator and shall request another referral of another Local Resident. The Contractor/Employer shall not be required to hire that worker unless there is no Local Resident available for hire.

9.6 The Contractor/Employers agree to maintain copies of all written dispatch requests for the Project submitted or received including transmission verification reports that are date/time imprinted. All written dispatch requests and transmission verification reports shall be available for inspection and copies provided, upon request by the City representative.

9.7 Workforce Development: The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the City's local work force, and the opportunities to provide continuing work for Covered Projects covered by this Agreement. To these ends, the Parties shall facilitate, encourage, and assist Local Residents to commence and progress in Labor/Management apprenticeship programs in the construction industry leading to participation in such apprenticeship programs.

9.7.1 The City and the Trades Council shall continue to work cooperatively with the pre-apprenticeship programs established to serve the Vallejo community, namely the pre-apprenticeship course at Vallejo High School, the North Bay Trades Introduction Program, and the adult education courses operating at Vallejo Adult School and Benicia Adult School.

9.7.2 The City and Trades Council shall also work cooperatively with the Solano County Workforce Development Board, the Construction Trades Workforce Initiative, other non-profit entities and organizations, and the Unions, to identify, establish and maintain effective programs and procedures for Local Residents interested in entering the construction industry and which will help prepare them for the formal joint Labor/Management apprenticeship programs.

9.7.3 The Trades Council shall also conduct outreach activities, including, but not limited to, career fairs, classroom visits, and tours for high school students of apprenticeship programs, to identify Local Residents interested in entering the construction industry and facilitate their entry into a local pre-apprenticeship program or a joint Labor/Management apprenticeship program.

9.8 The Unions shall collect and compile a list of all apprentices, and their residency information, who have worked on Covered Projects and submit an apprenticeship report to the City on a quarterly basis.

ARTICLE X
HELMETS TO HARDHATS

10.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the organization known as the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on Covered Projects and of apprenticeship and employment opportunities for Covered Projects. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI
COMPLIANCE

11.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article VIII of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on a Covered Project.

ARTICLE XII
GRIEVANCE ARBITRATION PROCEDURE

12.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIII, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

12.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on a Covered Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on a Covered Project shall be disciplined or discharged without just cause.

12.3 No grievance shall be recognized unless the grieving party (Union or Trades Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more

than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

12.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or Trades Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Trades Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall utilize the procedure for selecting an arbitrator designated in Article IV and notify the selected arbitrator for final and binding arbitration. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

12.5 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

12.6 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on Covered Projects between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions that are parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

13.5 The Trades Council and the General Contractor for a Covered Project will conduct a craft assignment pre-job conference with each Employer prior to commencing work. The City will be advised in advance of all such conferences and may participate if they wish. Craft assignment pre-job conferences for different Employers may be held together.

ARTICLE XIV
MANAGEMENT RIGHTS

14.1 Consistent with any Master Agreement, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized. For the avoidance of doubt, this provision shall not apply to the City.

ARTICLE XV
SAFETY AND DRUG AND ALCOHOL POLICY

15.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited. Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Master Agreement.

15.2 It shall be the responsibility of each Contractor/Employer to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the City, the state and the Contractor/Employer. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor/Employer and the City.

15.3 The safety, security and visitor rules established by the Contractor/Employer and the City shall be reasonable, uniformly applicable, and posted in conspicuous places throughout the work site. An employee's failure to adhere to such rules may subject him or her to discipline, including discharge. Any discipline or discharge shall be subject to the procedures in the applicable Master Agreement. Notwithstanding the immediately preceding sentence, the City can ban anyone it so chooses from its property.

15.4 The Parties acknowledge that the City and the Contractor/Employer have a policy, which prohibits the use, sale, transfer, purchase and/or possession of an illegal controlled substance, alcohol and/or firearms while on the City's premises. Additionally, the City has a "drug free" work place policy, which prohibits those working on the City's premises from being impaired by alcohol or any controlled substances in their system. Any discipline or discharge shall be subject to the procedures in the applicable Master Agreement. Nothing herein shall prevent the City from enforcing its policy and requiring the removal from the job site of any impaired employee.

ARTICLE XVI
SAVINGS CLAUSE

16.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

16.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in

order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVII
TERM

17.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Covered Project solicitations during the term of this Agreement, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Covered Project.

17.2 This Agreement shall apply until the Completion of each Covered Project in accordance with Sections 1.6 and 2.2.

17.3 This Agreement shall become effective upon approval by the City Council and final execution by the City and the Trades Council. Prior to each five (5) year anniversary of the effective date of this Agreement, the City and the Trades Council shall meet to discuss proposed changes, if any, to the Agreement. No less than six months before the five-year anniversary of this Agreement, either party may request from the other party that the Agreement be extended with or without revisions. The parties may mutually agree in writing to an extension or amendment of this Agreement.

17.4 Any Covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Covered Project, notwithstanding the expiration date of this Agreement.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

18.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

18.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

18.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the

terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

18.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

18.6 In the event of any dispute, jurisdiction shall be in the Superior Courts of the State of California with venue in Solano County.

[SIGNATURES TO FOLLOW]

CITY OF VALLEJO

Beverli Marshall, Interim City Manager

Date: April 29, 2024

Approved as to Form

Veronica A.F. Nebb, City Attorney

Date: April 29, 2024

NAPA-SOLANO BUILDING AND
CONSTRUCTION TRADES COUNCIL

Danny Bernardini, Secretary-Treasurer

Date: 5/1/24

[UNION SIGNATURES]

Addendum 1
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: City of Vallejo Project Labor Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the City of Vallejo Project Labor Agreement ("Agreement") as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 8.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the City of Vallejo Project Labor Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR:_____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

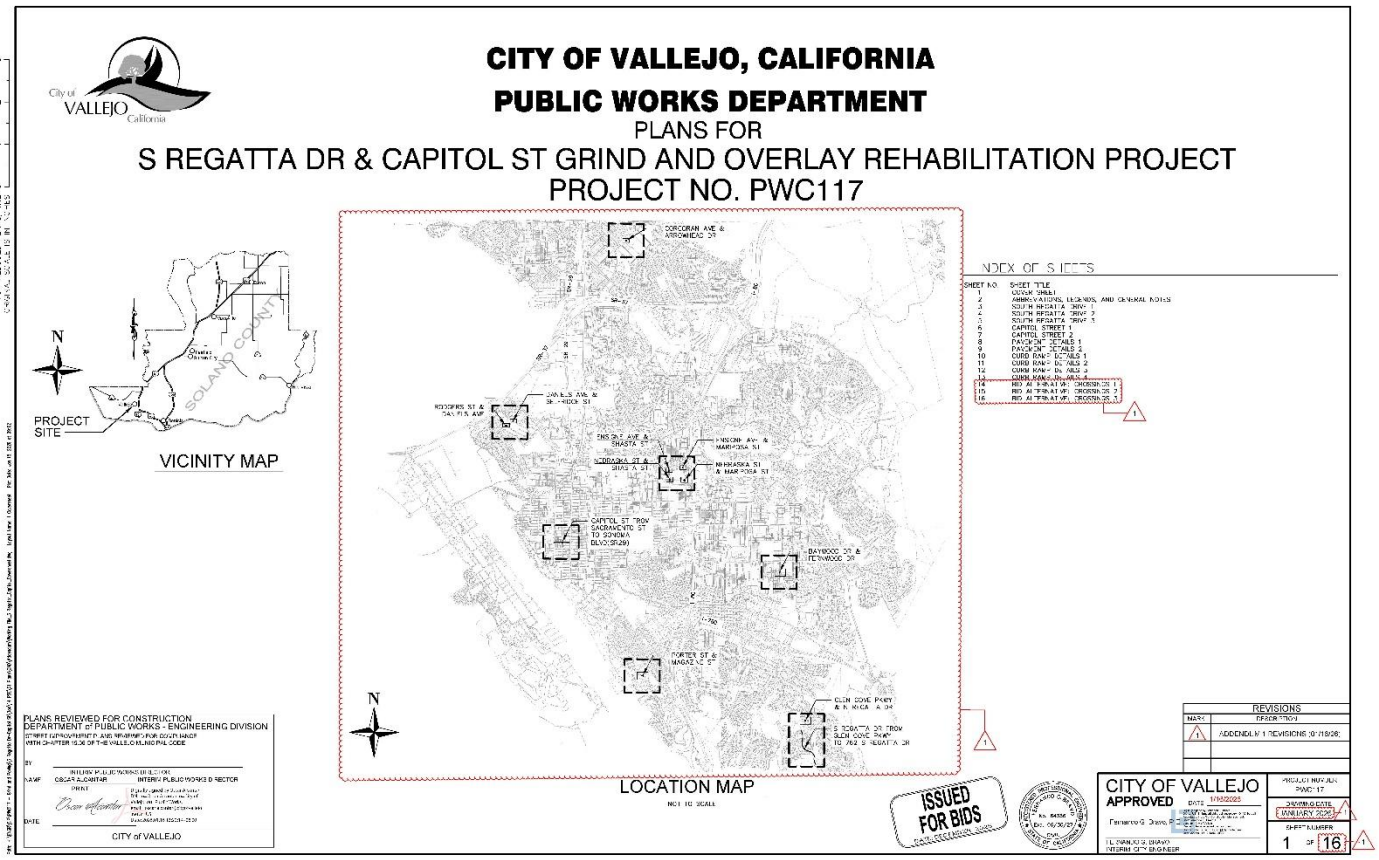
Title of Authorized Person: _____

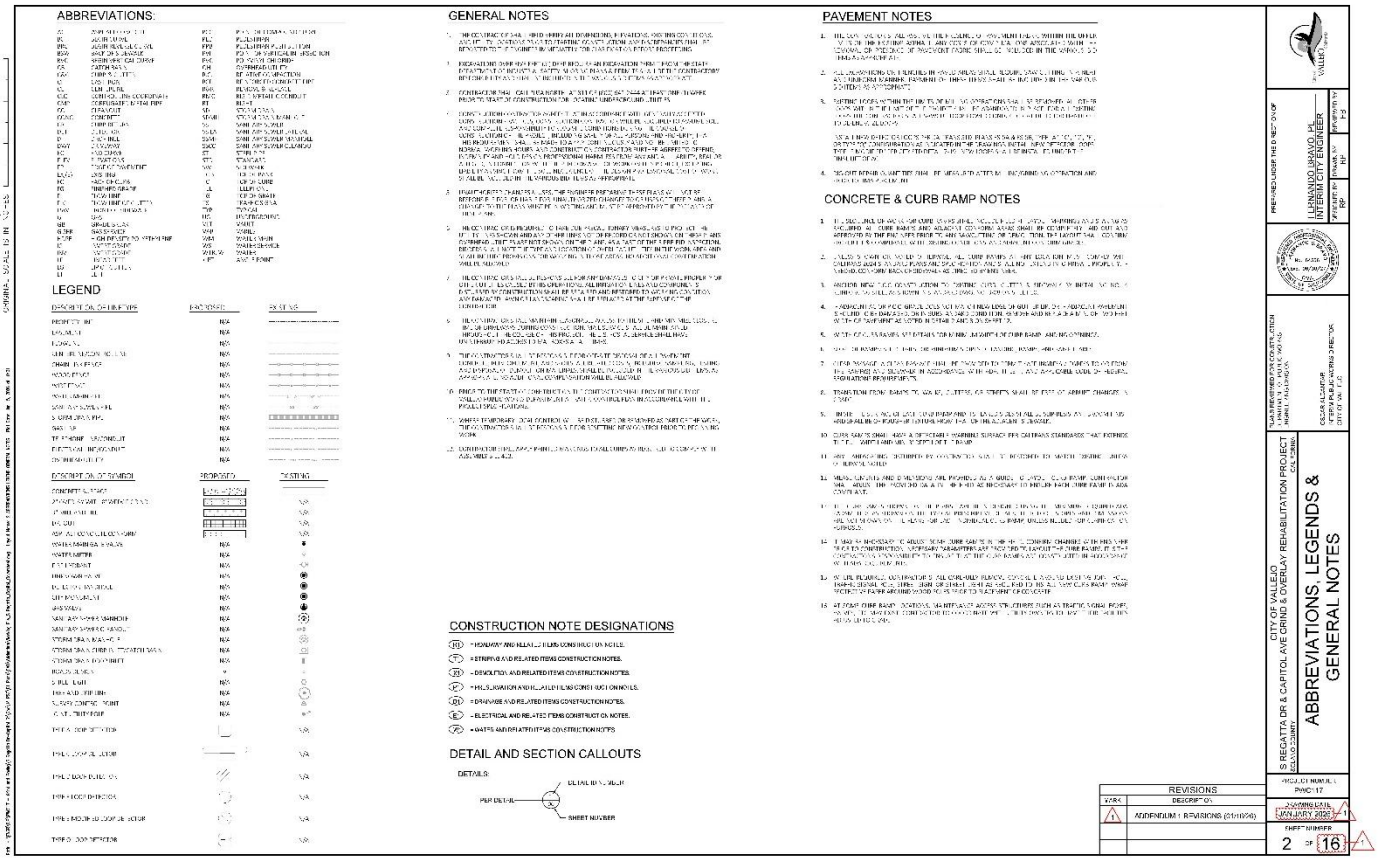
Telephone Number of Authorized Person:_____

Address of Authorized Person:_____

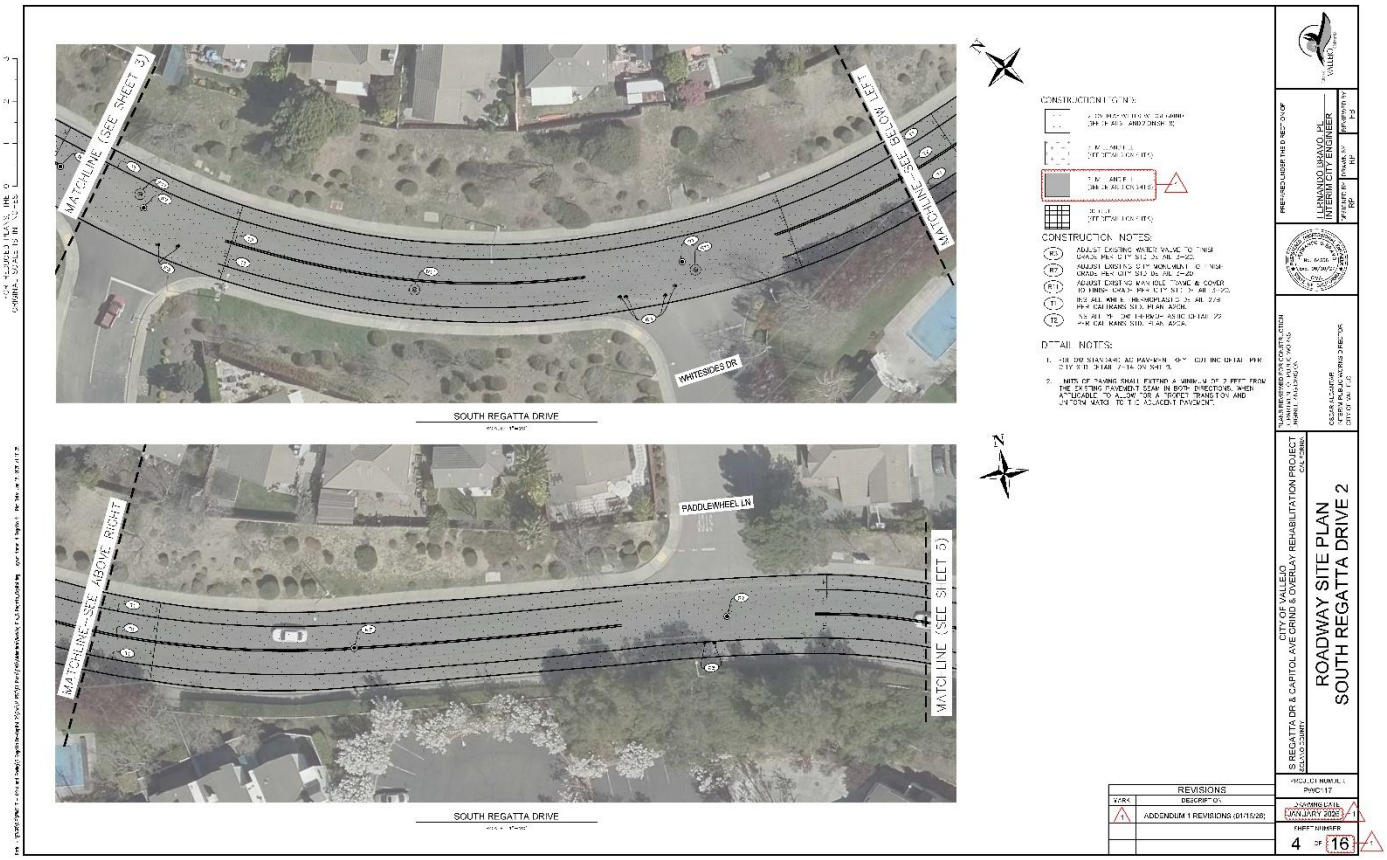
State Public Works Registration Number: _____

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CITY OF VALLEJO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
PLANS FOR
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117
PROJECT SITE
VICINITY MAP
LOCATION MAP
INDEX OF SHEETS
PLANS REVIEWED FOR CONSTRUCTION
DEPARTMENT of PUBLIC WORKS - ENGINEERING DIVISION
CITY of VALLEJO
REVISIONS
ADDENDUM 1 REVISIONS (01/19/26)
ISSUED FOR BIDS
CITY OF VALLEJO
APPROVED
SHEET NUMBER
1 OF 16

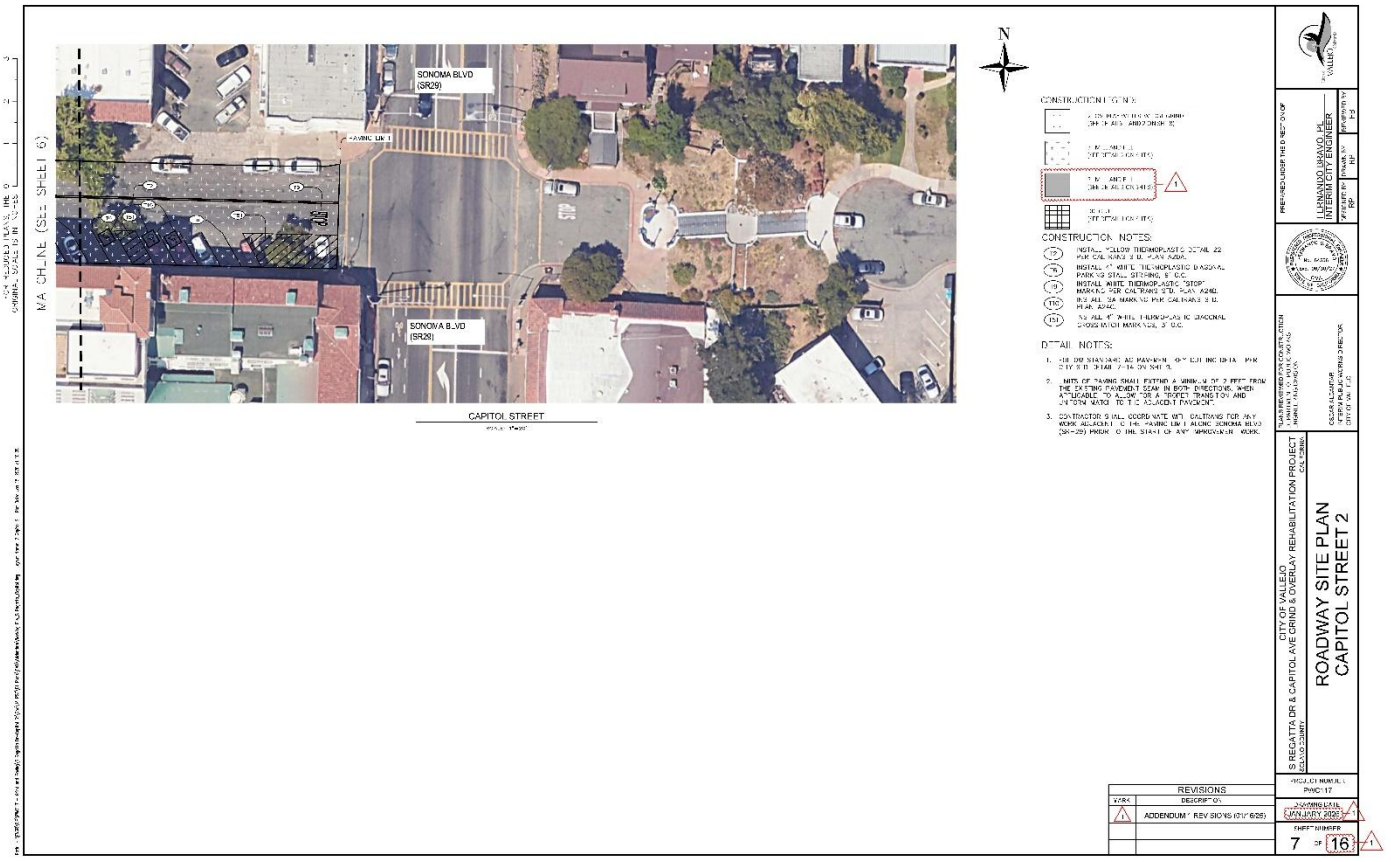

ABBREVIATIONS
GENERAL NOTES
PAVEMENT NOTES
LEGEND
CONCRETE & CURB RAMP NOTES
CONSTRUCTION NOTE DESIGNATIONS
DETAIL AND SECTION CALLOUTS
DETAILS:
DETAIL IN N.T. SHEET
PER DETAIL
SHEET NUMBER
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND & OVERLAY REHABILITATION PROJECT
ABBREVIATIONS, LEGENDS & GENERAL NOTES
REVISIONS
ADDENDUM 1 REVISIONS (01/01/26)
PROJECT NUMBER
PWC117
DRAWING DATE
JANUARY 2026
SHEET NUMBER
2 OF 16

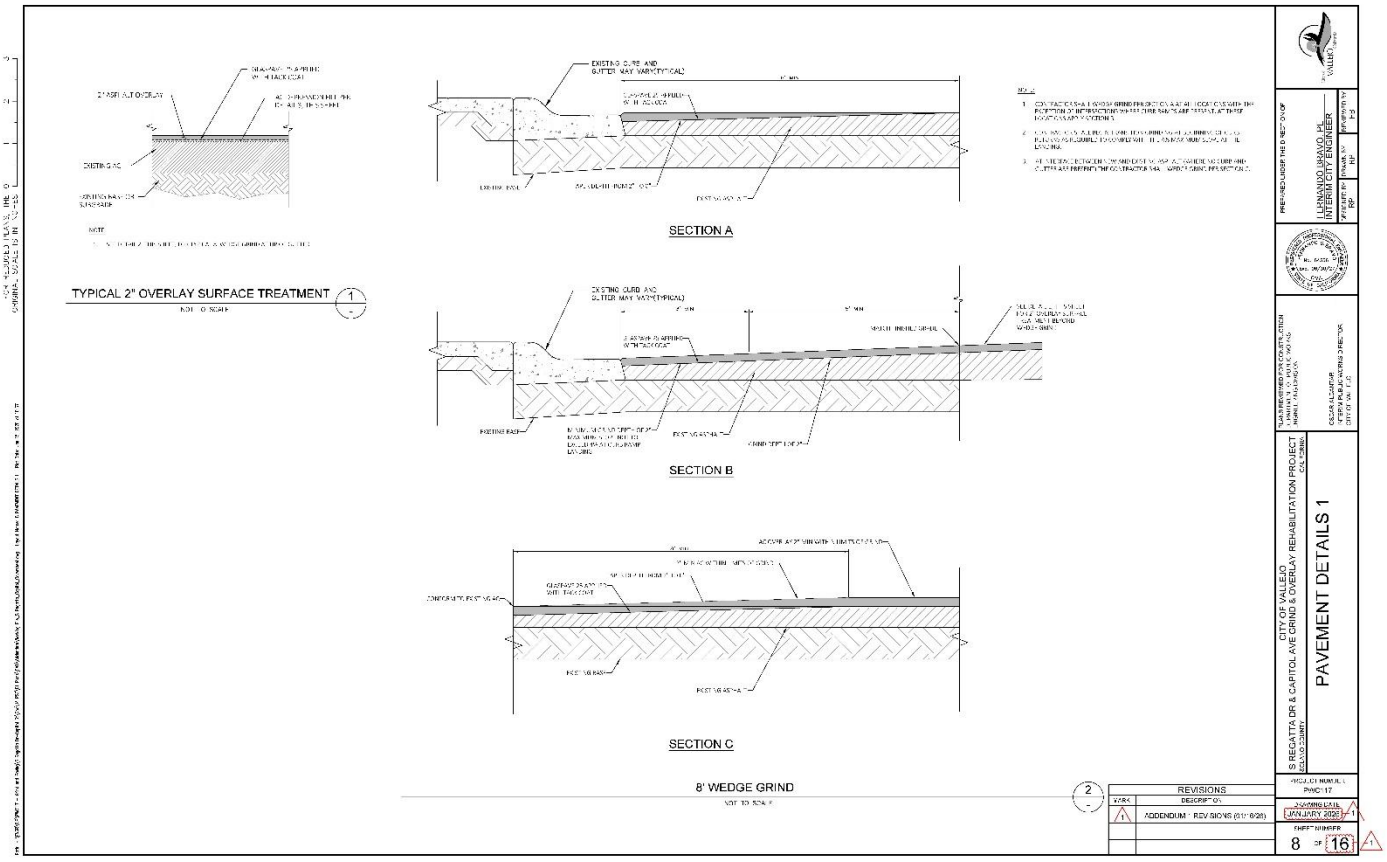

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DETAIL NOTES:
REVISIONS
ADDENDUM - REVISIONS (01/ 9/26)
CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
ROADWAY SITE PLAN
SOUTH REGATTA DRIVE 1
PROJECT NUMBER
PWC117
DRAWING DATE
(JANUARY 2026)
SHEET NUMBER
3 OF 16

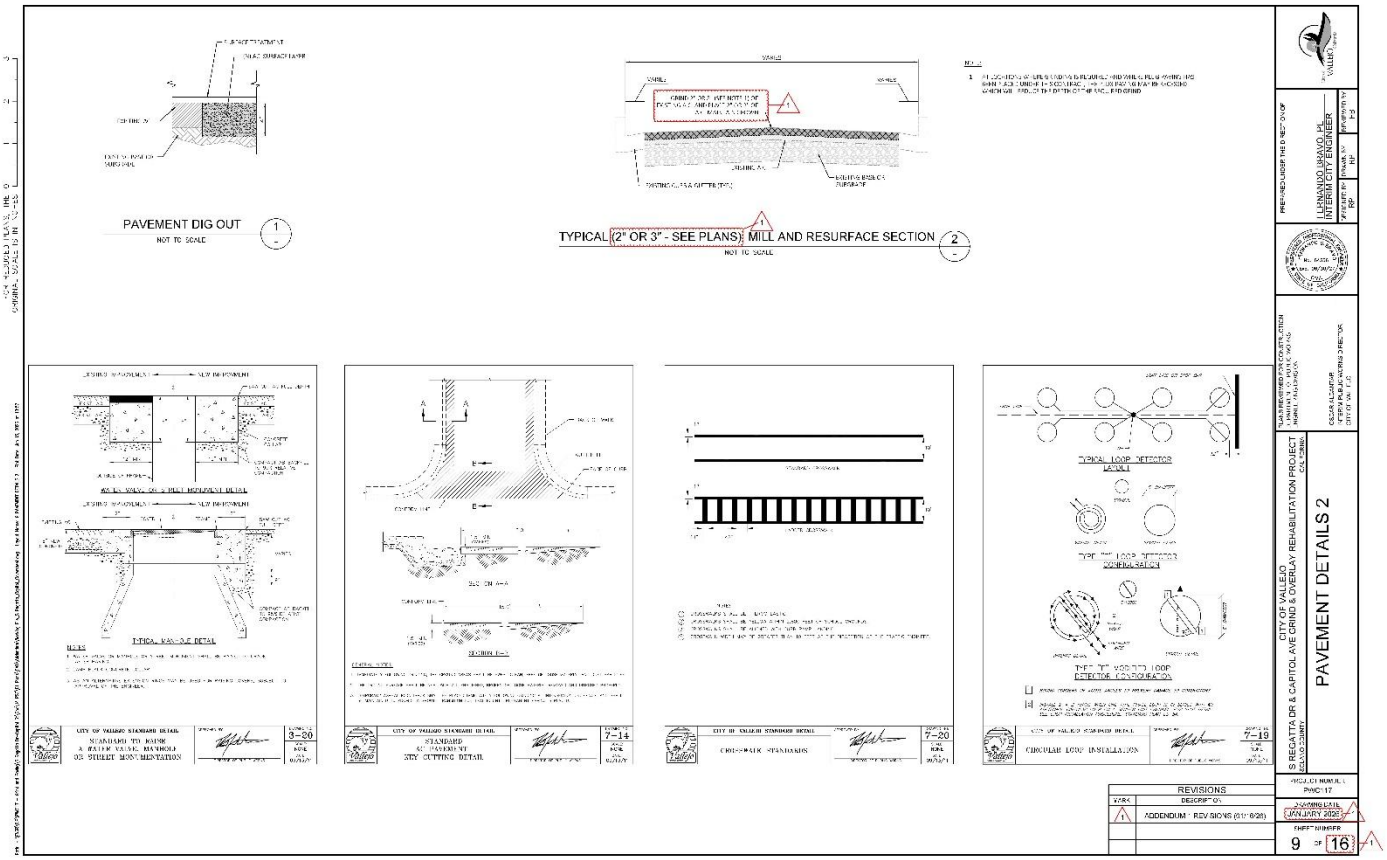

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CONSTRUCTION NOTES:
DETAIL NOTES:
REVISIONS
ADDENDUM 1 REVISIONS (01/15/26)
CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
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PROJECT NUMBER
PWC117
DRAWING DATE
JANUARY 2026
SHEET NUMBER
4 OF 16

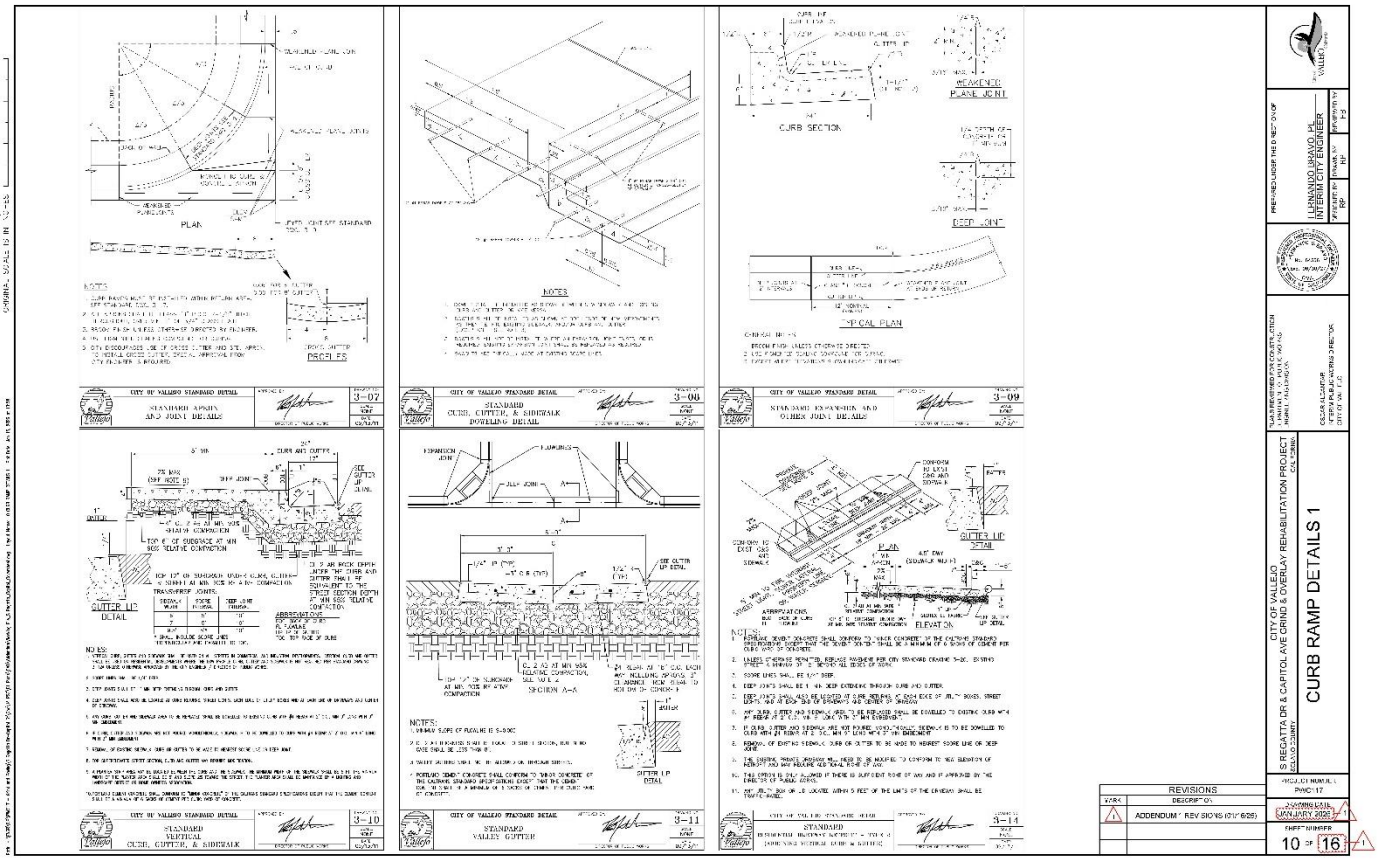

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MATCHLINE - SEE ABOVE RIGHT
PAVING LIMIT
SOUTH REGATTA DRIVE
REVISIONS
ADDENDUM 1 REVISIONS (01/15/26)
CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
ROADWAY SITE PLAN
SOUTH REGATTA DRIVE 3
PWC117
JANUARY 2026
SHEET NUMBER
5 OF 16

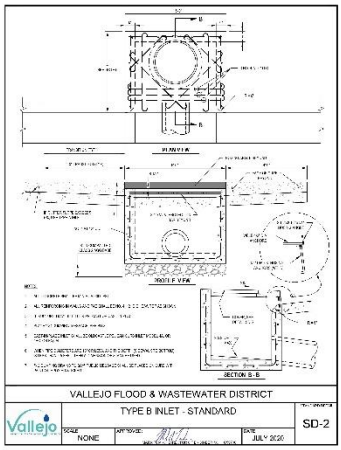

SACRAMENTO ST
PARKING LIM IT
SACRAMENTO ST
CAPITOL STREET
MATCHLINE - SEE BELOW LE-1
MARIN ST
MARIN ST
CAPITOL STREET
MATC HLINE SEE ABOVE RIGHT
MATCHLINE (SEE SHEET 7)
N
N
CONSTRUCTION LEGEND
CONSTRUCTION NOTES:
DETAIL NOTES:
1. FOLLOW STANDARD AC PAVEMENT KEY CUTTING DETAIL PER CITY STD DETAIL R-14 ON SITE.
REVISIONS
DESCRIPTION
ADDENDUM 1 REVISIONS (07/16/25)
CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
CAL CARES
ROADWAY SITE PLAN
CAPITOL STREET 1
PROJECT NUMBER
PWC117
DRAWING DATE
JANUARY 2026
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SONOMA BLVD
(SR29)
SONOMA BLVD
(SR29)
CAPITOL STREET
N
CONSTRUCTION NOTES:
DETAIL NOTES:
REVISIONS
ADDENDUM 1 REVISIONS (01/16/26)
CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
ROADWAY SITE PLAN
CAPITOL STREET 2
PROJECT NUMBER
PWC117
DRAWING DATE
JANUARY 2026
SHEET NUMBER
7 OF 16


TYPICAL 2" OVERLAY SURFACE TREATMENT
SECTION A
SECTION B
SECTION C
8' WEDGE GRIND
REVISIONS
ADDENDUM 1 REVISIONS (01/ 9/26)
CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
PAVEMENT DETAILS 1
PROJECT NUMBER PWC117
DRAWING DATE JANUARY 2026
SHEET NUMBER 8 OF 16


PAVEMENT DIG OUT
NOT TO SCALE
1
TYPICAL (2" OR 3" - SEE PLANS) MILL AND RESURFACE SECTION
NOT TO SCALE
2
TYPICAL LOOP DETECTOR LAYOUT
TYPE "B" (6'X6') LOOP DETECTOR CONFIGURATION
CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
PAVEMENT DETAILS 2
REVISIONS
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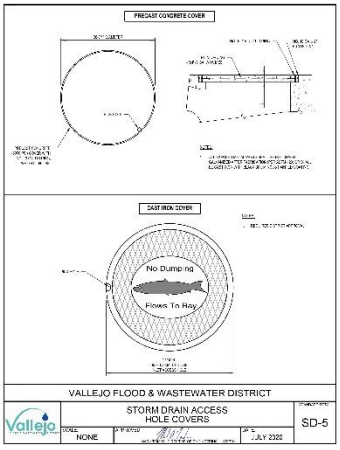

CITY OF VALLEJO STANDARD DETAIL
STANDARD ASPHALT AND JOINT DETAILS
3-07
CITY OF VALLEJO STANDARD DETAIL
STANDARD CURB, GUTTER & SIDEWALK DOWELING DETAIL
3-08
CITY OF VALLEJO STANDARD DETAIL
STANDARD EXPANSION AND CURB JOINT DETAILS
3-09
CITY OF VALLEJO STANDARD DETAIL
STANDARD VERTICAL CURB, GUTTER, & SIDEWALK
3-10
CITY OF VALLEJO STANDARD DETAIL
STANDARD VALLEY GUTTER
3-11
CITY OF VALLEJO STANDARD DETAIL
STANDARD
3-14
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CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
CALTRANS
CURB RAMP DETAILS 1
PROJECT NUMBER
PWC117
DRAWING DATE
JANUARY 2026
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10 OF 16



VALLEJO FLOOD & WASTEWATER DISTRICT

TYPE B INLET - STANDARD

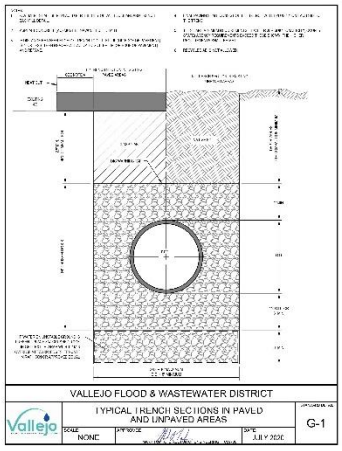
SD-2



VALLEJO FLOOD & WASTEWATER DISTRICT

STORM DRAIN ACCESS HOLE COVERS

SD-5



VALLEJO FLOOD & WASTEWATER DISTRICT

TYPICAL TRENCH SECTIONS IN PAVED AND UNPAVED AREAS

G-1

REVISIONS

MARK	DESCRIPTION
1	ADDENDUM 1 REVISIONS (01/ 9/26)

CITY OF VALLEJO

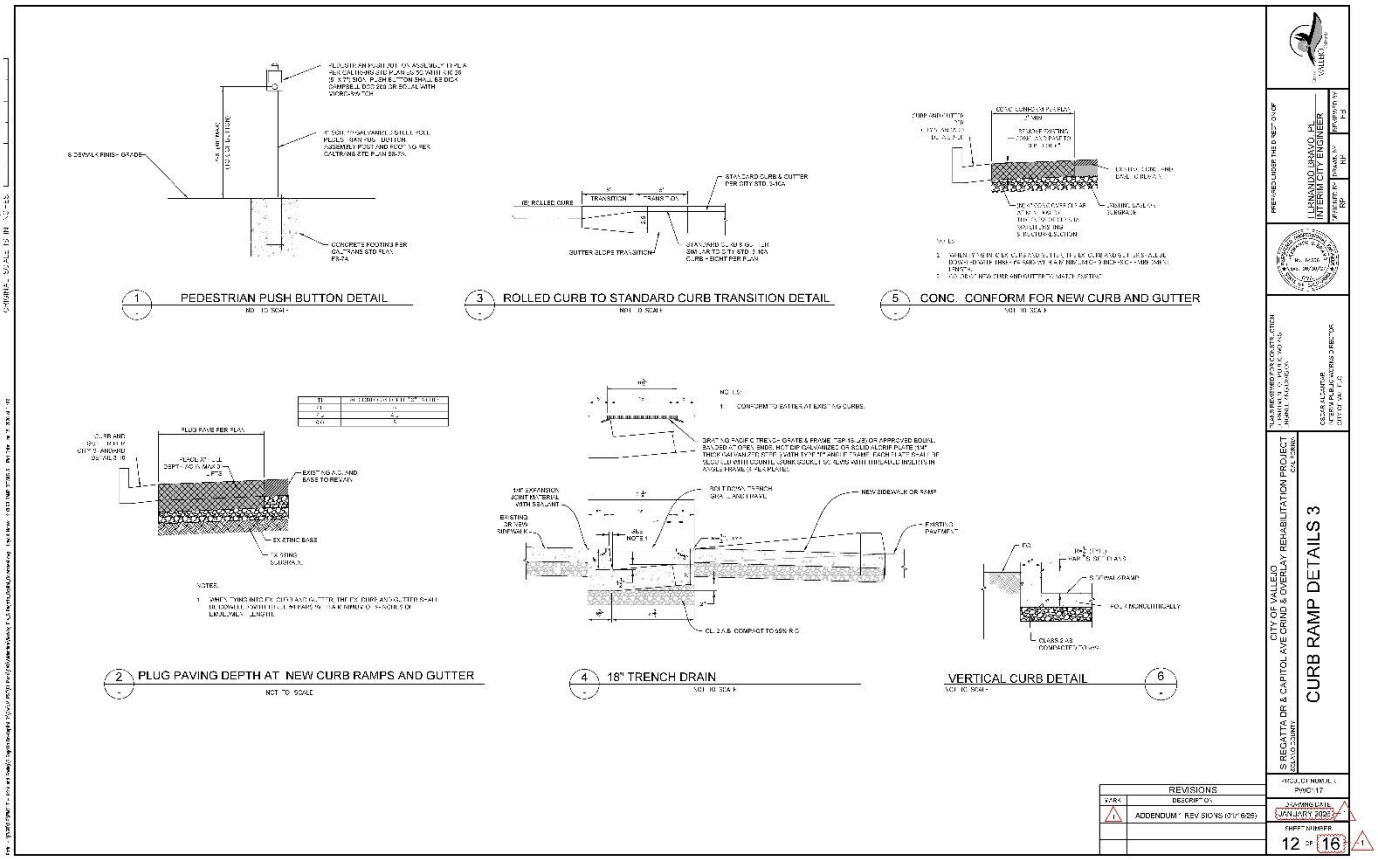
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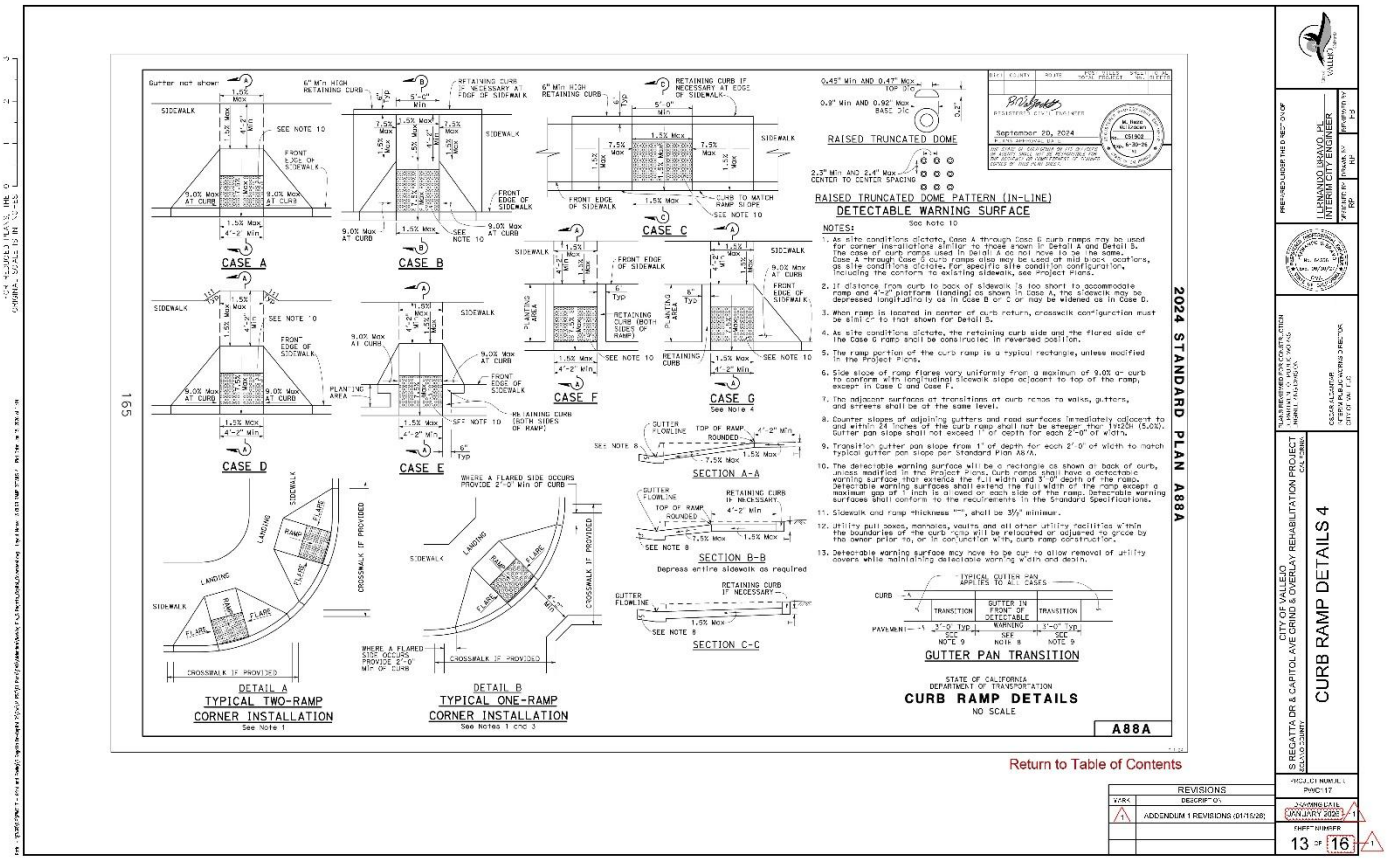
CURB RAMP DETAILS 2

PROJECT NUMBER: PWC117

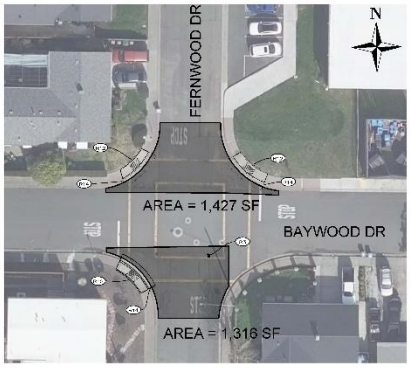
DRAWING DATE: JANUARY 2026

SHEET NUMBER: 11 OF 16


1 PEDESTRIAN PUSH BUTTON DETAIL
NOT TO SCALE
3 ROLLED CURB TO STANDARD CURB TRANSITION DETAIL
NOT TO SCALE
5 CONC. CONFORM FOR NEW CURB AND GUTTER
NOT TO SCALE
2 PLUG PAVING DEPTH AT NEW CURB RAMPS AND GUTTER
NOT TO SCALE
4 18" TRENCH DRAIN
NOT TO SCALE
VERTICAL CURB DETAIL 6
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ADDENDUM 1 REVISIONS (01/16/26)
CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
CURB RAMP DETAILS 3
PROJECT NUMBER PWC117
DRAWING DATE JANUARY 2026
SHEET NUMBER 12 OF 16



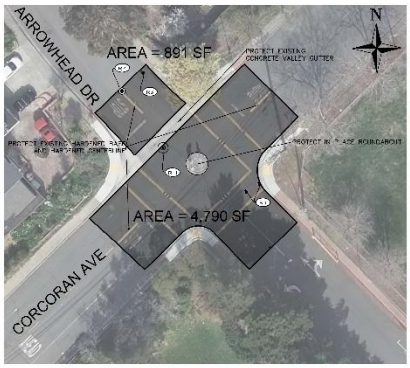
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LOCATION 2 - DANIELS AVE & RODGERS ST



LOCATION 3 - CORCORAN AVE & ARROWHEAD DR



LOCATION 4 - ENSIGN AVE & SHASTA ST

CONSTRUCTION LEGEND:

CONSTRUCTION NOTES:

DETAIL NOTES:

REVISIONS

MARK	DESCRIPTION

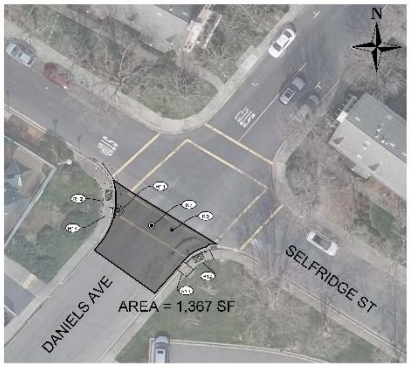
CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
CALTRANS

ROADWAY SITE PLAN
BID ALTERNATIVE: CROSSINGS 1

PROJECT NUMBER
PWC117

DRAWING DATE
JANUARY 2026

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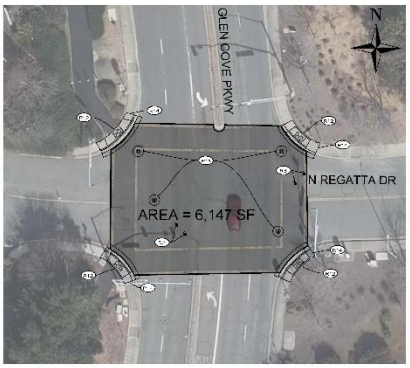
LOCATION 5 - DANIELS AVE & SELFRIDGE ST



LOCATION 6 - NEBRASKA ST & SHASTA ST



LOCATION 7 - ENSIGN AVE & MARIPOSA ST



LOCATION 8 - GLEN COVE PKWY & N REGATTA DR

CONSTRUCTION LEGEND:

CONSTRUCTION NOTES:

DETAIL NOTES:

1. FOLLOW STANDARD AC PAVEMENT KEY CUTTER DETAIL PER CITY STD DETAIL T-7A OR SHT 6.
2. LIMITS OF PAVING SHALL EXTEND A MINIMUM OF 5 FEET FROM THE EXISTING PAVEMENT SEAM IN BOTH DIRECTIONS, WHEN APPLICABLE, TO ALLOW FOR A PROPER TRANSITION AND UNIFORM MATCH OF THE ADJACENT PAVEMENT.
3. BID ALTERNATE DOES NOT INCLUDE ANY PAVEMENT STRIPING OR CROSSWALK MARKINGS. ALL STRIPING WORK WILL BE ADDRESSED UNDER A SEPARATE CONTRACT AND SHALL NOT BE LISTED IN THE CONTRACTORS BID.
4. CONTRACTOR SHALL VERIFY AND CONFIRM ALL PAVING AREAS AND LIMITS SHOWN ON THE PLANS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER BEFORE PROCEEDING.
5. WHERE NO SIDEWALK EXISTS, CURB MACHINE SHALL CONSTRUCT AND STRUCK ADJACENT AREAS WITH CLASS II AGGREGATE BASE (AB), MINIMUM 4 INCH THICKNESS.

REVISIONS

MARK	DESCRIPTION

CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
CALTRANS

ROADWAY SITE PLAN
BID ALTERNATIVE: CROSSINGS 2

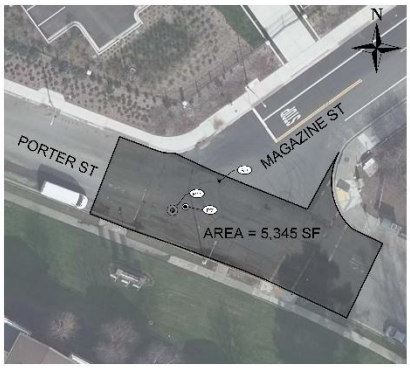
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PWC117

DRAWING DATE
JANUARY 2026

SHEET NUMBER
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LOCATION 8 - NEBRASKA ST & MARIPOSA ST



LOCATION 10 - PORTER ST & MAGAZINE ST

CONSTRUCTION LEGEND:

CONSTRUCTION NOTES:

DETAIL NOTES:

1. FOLLOW STANDARD AC PAVEMENT KEY CUTTER DETAIL PER CITY STD DETAIL T-7A OR SHT 6.
2. LIMITS OF PAVING SHALL EXTEND A MINIMUM OF 5 FEET FROM THE EXISTING PAVEMENT SEAM IN BOTH DIRECTIONS, WHEN APPROACH TO ALIGN FOR A PROPER TRANSITION AND UNIFORM MATCH TO THE ADJACENT PAVEMENT.
3. BID ALTERNATIVE DOES NOT INCLUDE ANY PAVEMENT STRIPING OR PAVEMENT MARKINGS. ALL STRIPING WORK SHALL BE ADDRESSED UNDER A SEPARATE CONTRACT AND SHALL NOT BE INCLUDED IN THE CONTRACTORS BID.
4. CONTRACTOR SHALL VERIFY AND CONFIRM ALL PAVING AREAS AND LIMITS SHOWN ON THE PLANS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER BEFORE PROCEEDING.
5. WHERE NO SIDEWALK EXISTS, CONSTRUCTION SHALL CONFORM AND MATCH ADJACENT AREAS WITH CLASS II AGGREGATE BASE (AB), MINIMUM 4 INCH THICKNESS.

REVISIONS

MARK	DESCRIPTION

PREPARED UNDER THE DIRECTION OF:
LORENZO BRAVO, PE
INTERIM CITY ENGINEER
APPROVED FOR PUBLIC WORKS BY: [illegible]
APPROVED FOR ENGINEERING BY: [illegible]

SUBMITTED AND RECOMMENDED FOR CONSTRUCTION
[illegible]
CITY OF VALLEJO

CITY OF VALLEJO
S REGATTA DR & CAPITOL AVE GRIND & OVERLAY REHABILITATION PROJECT
SOLANO COUNTY

ROADWAY SITE PLAN
BID ALTERNATIVE: CROSSINGS 3

PROJECT NUMBER
PWC117

DRAWING DATE
JANUARY 2026

SHEET NUMBER
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PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS
BID DOCUMENTS
and
SPECIAL PROVISIONS
TECHNICAL SPECIFICATIONS
for
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

FOR USE IN CONNECTION WITH CALTRANS STANDARD SPECIFICATIONS DATED 2024 AND STANDARD PLANS DATED 2024 AND THE LABOR SURCHARGE AND THE EQUIPMENT RENTAL RATES

BID OPENING: **11:00 A.M. on Thursday, January 22, 2026**
City Council Chambers, 2nd Floor
City Hall
555 Santa Clara Street, Vallejo, CA

CONTACT: **Robert Pizarro, EIT**
Assistant Engineer
Telephone: (707) 649-7713
Email: robert.pizarro@cityofvallejo.net

Oscar Alcantar
Digitally signed by Oscar Alcantar
DN: cn=Oscar Alcantar, o=City of Vallejo, ou=Public Works, email=oscar.alcantar@cityofvallejo.net, c=US
Date: 2026.01.16 13:17:33 -08'00'

Approved for Construction by Oscar Alcantar
Interim Public Works Director

Fernando G. Bravo, P.E.
Digitally signed by Fernando G. Bravo, P.E.
DN: C=US, E=fbravo@ghirardelliassoc.com, O="Ghirardelli Associates, Inc.", OU=Construction Management, CN="Fernando G. Bravo, P.E."
Location: City of Vallejo
Reason: I have reviewed this document
Contact Info: Fernando.Bravo@cityofvallejo.net
Date: 2026.01.16 12:07:57-08'00'

REGISTERED PROFESSIONAL ENGINEER FERNANDO G BRAVO C64366 CIVIL STATE OF CALIFORNIA

Prepared under the direction of:
Fernando G. Bravo, P.E., Interim City Engineer

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CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT SEALED BIDS will be received in the City Clerk Office of City Hall, 3rd Floor, Vallejo, California, during the business hours of 8:30 AM through 5:00 PM, Monday through Thursday and every other Friday during the same hours, holidays excepted, until the hour of **11:00 a.m. on January 22, 2026,** time to be determined by time.gov, at which time they will be publicly opened and read aloud in City Council Chambers, on the 2nd Floor of said City Hall for the S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT, City of Vallejo, County of Solano, California according to the plans and specifications prepared by City Staff.

In accordance with the Plans and Specifications, the Work includes furnishing all labor, materials, tax, equipment, incidentals and services for the construction and completion of the S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT.

In general, the work includes the pavement maintenance of existing improvements within various streets of the City of Vallejo. The work includes, but is not limited to the following:

Pavement maintenance of existing roadway improvements including cold planing existing asphalt; installing pavement reinforcing fabric; pavement overlays of various thicknesses; localized repairs (digouts or base repairs); adjusting utility covers if needed; removing and installing ADA compliant curb ramps; removing and replacing pavement striping, markings and markers; traffic control; and all appurtenant work required to complete the project in accordance with the city-approved plans, specifications and associated contract documents.

Prime Contractor Self Perform requirement is minimum 50% (exclusive of specialty items).

Project Labor Agreement (PLA): The project is subject to the terms and conditions of that certain PLA executed by all parties to the agreement, by and between the City of Vallejo and the Napa-Solano Building and Construction Trades Council and the local Unions that have executed that Agreement. In the event of any conflict or inconsistency between the provisions of the PLA and the provisions of the other Contract Documents, the provisions of the PLA shall govern and control to the fullest extent permitted by law. A copy of the PLA is appended hereto as Appendix B.

Time of completion of the work is **120 WORKING DAYS** from the date of issuance of the written notice to proceed by the City.

No bid will be received unless it is made on the Proposal Forms included in these proposed Contract Documents. Each bid must be accompanied by cash, a cashier's check, certified check, or Bidder's bond made payable to the City of Vallejo in the amount of **ten percent (10%)** of the total bid amount as bid security. Bid bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California and on the form provided by the City of Vallejo.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City of Vallejo, Department of Public Works, 555 Santa Clara Street, 4th Floor, Vallejo, CA 94590-5934. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty to the City of Vallejo, One hundred Dollars ($100.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

The Contractor shall post a copy of the general prevailing rates of per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein. The Contractor shall also keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California and these Contract Documents.

No contractor or subcontractor may be awarded a contract or listed on a bid proposal for a public works project unless registered with the State of California Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Bidders are advised that this project is subject to all federal, state, and local nondiscrimination laws including Vallejo Municipal Code Sections 2.72.030 and 2.72.040.

The Plans Specifications, other Contract Documents and proposal forms are available at the PlanetBids website:

http://www.cityofvallejo.net/doing_business/bids___proposals.

The website will provide a link to PlanetBids.

Interested Bidders may register as Planholders (only Planholders will receive information regarding addenda and other notices from the City) online via the PlanetBids website (no cost). Users of documents posted on the internet in electronic form are cautioned that the City of Vallejo does not assume any liability or responsibility based on these electronic files for any defective or incomplete copying, excerpting, scanning, faxing, or downloading of the

Contract Documents.

Complete sets of Contract Documents shall be used in preparing bids; neither City nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

The bid security for the three acceptable lowest Bidders shall be retained until the City Council has awarded a Contract to the successful Bidder. All other Bidder's bid security shall be returned to the Bidder.

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of the City of Vallejo withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that the City of Vallejo make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full and shall govern the substitution of securities and/or escrow account.

The City of Vallejo reserves the right to reject any or all bids or portions thereof, to accept a bid or portion thereof or to waive any minor irregularity.

Bidders and Contractor shall be licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code Section 7000 et seq., known as the Contractors' License Law. The license classification required for this project is **A or C12**.

DAWN G. ABRAHAMSON
City Clerk

Dated:December 22, 2025

INSTRUCTIONS TO BIDDERS

for

CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

1) All portions of the Proposal Form must be completed before the bid is submitted. Failure to complete the Proposal Form may result in the bid being rejected as non-responsive. Attached to and submitted with the Proposal Form, Bidder must provide the completed:

   (a) Contractor Qualifications,

   (b) Designation of Subcontractors,

   (c) Non-Collusion Affidavit for Contractors or Subcontractor,

   (d) Non-Discrimination Clause,

   (e) Contractor Qualification Questionnaire,

   (f) The appropriate bid security.

   Failure to submit all required documents may result in the bid being rejected as non-responsive.

2) An original of the Bid Proposal shall be filled in and submitted as the bid.

3) Sealed bids shall be addressed to:
   Dawn G. Abrahamson, City Clerk
   555 Santa Clara Street
   P.O. Box 3068
   Vallejo, California 94590

4) Written questions will be the only questions that receive an official response from the City. Written questions may be submitted by E-mail to the Project Manager: robert.pizarro@cityofvallejo.net

   Bidders are advised that oral or written communication from the City not in the form of an official addendum does not alter the Contract Documents.

5) The deadline for submission of bid questions is 5:00 P.M. (Pacific Time) on **January 2, 2026**. Any questions received after this time will not be responded to.

6) Pre-bid conference: None.

7) Following the public opening of bids, the City may request in writing that the apparent low Bidder complete the Contractor Qualification Questionnaire on the City's form and furnish all required supporting documentation to enable the City to determine whether the apparent low Bidder is responsible and/or qualified to perform the work described in the Contract Documents. By submission of a bid, Bidder agrees to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, all in strict conformance with the requirements of the Contract Documents and Contractor Qualification, and return to the City within five (5) days of City's written request. If Bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, and return it to the City within five (5) days of City's written request, Bidder will not be considered for award of the Contract, and further; Bidder agrees that the City may award the Contract to another Bidder or call for new bids. In such event, the Bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all the City's costs, damages, expenses, and liabilities.

8) If for any reason the City elects to not award the Contract to the apparent low Bidder, the City may request in writing that the apparent second lowest Bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation as required by the preceding paragraph, to enable the City to determine whether the second low Bidder is qualified to perform the work described in the Contract Documents. If for any reason the City elects to not award the Contract to the apparent second lowest Bidder, the City may request the third lowest Bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation, and so on.

9) If the City receives from a Bidder within the time set forth in these Contract Documents, a complete Contractor Qualification Questionnaire and all required supporting documentation as required by the Contract Documents, and if the City determines that a Bidder is not qualified to perform the work required by the Contract Documents, and if the City elects to not award the Contract to that Bidder, the City will promptly return that Bidder's bid security.

10) Bid Protests - Only Bidders may protest bids. All bid protests must be submitted in writing along with a non-refundable $2,500.00 bid protest fee.

a) All bid protests must be addressed to: Public Works Director, Public Works Department, City of Vallejo, 555 Santa Clara Street, P. O. Box 3068, Vallejo, CA 94590 re: S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT, PROJECT NO. PWC117, and received by said Director along with the non-refundable bid protest fee by the Bid Protest Deadline. The bid protest submitted to the Director shall include one original and two complete copies. The original bid protest and two complete copies shall be transmitted to the Director via certified mail, return receipt, or hand delivery.

b) The Bid Protest Deadline shall be the earlier of any of the following that may

apply:

(i) If the bid protest is based on the responsiveness of a particular bid or the responsibility of a particular Bidder, the Bid Protest Deadline is 5:00 p.m. on the 4th business day after the bid opening.

(ii) If the bid protest is based on the City's determination that a bid is not responsive or a Bidder is not responsible, then the affected Bidder's Bid Protest Deadline is 5:00 p.m. on the 4th business day after the date of the City's notice to the affected Bidder.

c) Additionally, the following shall apply to all bid protests:

(i) The written bid protest must state all facts and each legal basis for the protest.

(ii) The written bid protest must specifically identify each portion of each document that forms the basis for the protest and include a copy of each document.

(iii) The protest must include the name, address and telephone number of the person representing the protesting party.

(iv) Before the Bid Protest Deadline, the Bidder protesting a bid shall transmit to all other parties having a potential interest that may be adversely affected by the outcome of the protest, a complete copy of the bid protest and all supporting documents, including but not limited to, all other Bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest.

(v) The procedures and time limits set forth in this section for Bid Protests are strictly construed and are the protesting Bidder's sole and exclusive remedy in the event of a bid protest. Protesting Bidders' failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to, the filing of a Government Code Claim or legal proceedings.

(vi) A Bidder may not rely on a bid protest submitted by another Bidder but must timely pursue its own bid protest.

11) **Liquidated damages** that may be assessed by City of Vallejo for late completion is **$1,500** for each calendar day delay.

12) In addition to the Designation of Subcontractors form that must be submitted with each Bidder's proposal, within twenty-four (24) hours of the bid opening, the apparent low Bidder shall furnish the City, in writing, for all subcontractors who will perform work on the work of improvement, the subcontractor's: name, address, telephone number, facsimile number, email address, California contractor's license

number, DIR registration number, the bid item of work to be performed, MBE status, WBE status, and the dollar amount of subcontractor's work. This supplemental information must be furnished to:

Robert Pizarro - Project Manager at: robert.pizarro@cityofvallejo.net

13) Terms used in the Instructions to Bidders have the same meanings indicated in the General Conditions and Supplementary Conditions.

14) The City of Vallejo desires wherever possible to hire qualified City of Vallejo residents to work on City projects. Contractors, subcontractors, consultants, and developers will, wherever possible, solicit proposals from qualified local firms and will, wherever possible, employ qualified local residents to work on City projects.

City of Vallejo Municipal Code Section 3.20.230 states in part:

"In bidding for, or letting contracts for purchase of materials, equipment, services and public works projects, whether by formal bid, by open market procedure pursuant to Section 3.20.100 of this code or, by competitive proposal pursuant to Section 3.20.110 of this code, the purchasing agent shall give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed ten thousand dollars for purchases in amounts of ten thousand dollars or more."

END OF INSTRUCTIONS TO BIDDERS

PROPOSAL FORM
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

TO: The Honorable Mayor and City Council
City of Vallejo
Vallejo, California 94590

Name of Bidder: _____

Business Address: _____

Place of Residence: _____

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code.

Contractor's License No.: _____ Expiration Date: _____

Contractor's Classification _____

Name of Contractor's License: _____

DIR Registration No.: _____ Expiration Date: _____

City of Vallejo Business License No.: _____

Business Address: _____

Phone: _____ Fax: _____

E-mail: _____

Place of Residence: _____

_____ Telephone No. _____

The work to be done consists of:

In general, the work includes the pavement maintenance of existing improvements within various streets of the City of Vallejo. The work includes, but is not limited to the following:

Pavement maintenance of existing roadway improvements including cold planing existing asphalt; installing pavement reinforcing fabric; pavement overlays of various thicknesses; localized repairs; adjusting utility covers if needed; removing and installing ADA compliant curb ramps; removing and replacing pavement striping, markings and markers; traffic control; and all appurtenant work required to complete the project in accordance with the city-approved plans, specifications and associated contract documents.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the appended proposed form of Contract, and the plans therein referred to, and all of the Contract Documents; and he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Vallejo, in the form of the copy of the contract appended hereto, to provide all necessary labor, materials, machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he/she will take in full payment therefore the following item prices, to wit:

NOTE: The quantities following are approximate only and will be used as a basis for the comparison of bids.

An (s) listed after a Bid Sheet Description of Item, if any, indicates items that are considered "Specialty Items" as defined in Section 8-1.01 of the General Provisions.

END OF PROPOSAL FORM

BID PROPOSAL
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

CONTRACTOR NAME:

Base Bid Items: (BASIS OF AWARD)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
1	Mobilization	LS	1		
2	Temporary Traffic Control	LS	1		
3	Water Pollution Control	LS	1		
4	Adjust Existing Survey Monument to Grade	EA	9		
5	Adjust Existing Sewer Manhole to Grade	EA	12		
6	Adjust Existing Stormwater Manhole to Grade	EA	4		
7	Adjust Existing Water Valve to Grade	EA	25		
8	Thermoplastic 12" White Limit Line Per Std Plan A24G	LF	32		
9	Yellow Thermoplastic Stripe Per Detail 22 Std Plan A20A	LF	2,668		
10	White Thermoplastic Crosswalk 12" Stripe: Std Plan A24F	LF	637		
11	White Thermoplastic STOP marking: Std Plan A24D	SF	88		
12	White Thermoplastic 4" Stripe	LF	1,385		
13	Thermoplastic Stripe per Detail 27B :Std Plan A20B	LF	4,120		
14	Yellow Thermoplastic Stripe per Detail 41 on Std Plan A20D	LF	9		
15	ISA Marking per Std Plan A24C	EA	3		
16	White Flexible Delineator Round Post w/ Base (36")	EA	14		
17	Post Mounted (W11-2) Warning Sign with (W16-7P) Plaque	EA	1		
18	Painted Curb Markings	LF	160		

19	Remove and Replace Concrete Curb and Gutter	LF	177		
20	Remove and Replace Minor Concrete (Revocable Bid Item)	CY	9		
21	Cold Plane Asphalt Concrete, 3" Grind	SY	4,896		
22	Hot Mix Asphalt Road Section	TON	2,023		
23	GlasPave	SF	81,058		
24	8' Wedge Grind	LF	4,400		
25	Crack Sealing (Estimated 9,000 SY)	LS	1		
26	Dig Out Repairs (Revocable Bid Item)	SF	12,512		
27	Plug Paving	TON	34		
28	Class II Base	CY	46		
29	Remove and Replace Curb Ramps	SF	587		
30	Remove and Replace Concrete Sidewalk	SF	883		
				Total Base Bid:	

THE BASIS OF DETERMINING THE LOWEST BID SHALL BE THE LOWEST TOTAL OF THE BASE BID.

BID SUMMARY

Base Bid: $_____
(IN FIGURES)

$_____
(IN WORDS)

Bid Alternative (Various Crossings)
Bid Items:

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
1	Mobilization	LS	1		
2	Temporary Traffic Control	LS	1		
3	Water Pollution Control	LS	1		
4	Adjust Existing Survey Monument to Grade	EA	6		
5	Adjust Existing Sewer Manhole to Grade	EA	8		
6	Adjust Existing Stormwater Manhole to Grade	EA	3		
7	Adjust Existing Water Valve to Grade	EA	23		
8	Remove and Replace Concrete Curb and Gutter	LF	572		
9	Remove and Replace Minor Concrete	CY	4		
10	Cold Plane Asphalt Concrete, 2" Grind	SY	5,287		
11	Hot Mix Asphalt Road Section	TON	654		
12	Dig Out Repairs	SF	4,758		
13	Plug Paving	TON	85		
14	Class II Base	CY	62		
15	Remove and Replace Curb Ramps	SF	1,911		
16	Remove and Replace Concrete Sidewalk	SF	306		
				Bid Alternative Total:	

ALTERNATIVE BID SUMMARY

Alternative Bid: $ _____
(IN FIGURES)

$ _____
(IN WORDS)

BIDDER'S SIGNATURE: _____

The Contract, if it is awarded, shall be awarded to the Contractor submitting the lowest Total Base Bid that complies with these Contract Documents.

The determination for the lowest total bid shall be the comparison of all bids received for the Base Bid.

In case of discrepancy between the Unit Prices and the Total Price for a bid item, the Unit Price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a Unit Price for a said item is not readable or otherwise not clear, or is omitted, or is the same amount as the entry in the Total Amount column, then the amount set forth in the Total Amount column for the line item shall prevail and shall be divided by the Estimated Quantity for said item and the price thus obtained shall be the Unit Price amount.

(b) (Decimal Errors) If the total of the entered Unit Price multiplied by the given Estimated Quantity is off by **exactly** one decimal factor (i.e., ten, one hundred, etc. or, one-tenth, one-hundredth, etc.) from the entered Total Amount, the discrepancy will be resolved by using the entered Unit Price or entered Total Amount, whichever most closely approximates (by percentage) the Unit Price or Total Amount in the City -Engineer's Cost Estimate.

(c) In order for a bid to be valid, all aspects of the Bid Proposal must be filled out completely. An incomplete Bid Proposal may be grounds for a bid to be rejected.

The Bidder agrees that if the Bidder is selected as the apparent lowest responsive and responsible Bidder, and the Bidder fails to sign the Contract and furnish the Performance Bond, the Payment Bond, certificates of insurance, and other required items within the time limit specified in the Contract Documents, the City of Vallejo may award the work to another Bidder or call for new bids. In such event, the Bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses, and liabilities arising from Bidder's failure to sign the Contract and/or furnish the required documents.

Bidder declares that Bidder has not accepted any bid from any subcontractor or vendor through any bid depository, the by-laws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any subcontractor which is not processed through said bid depository or which prevent any subcontractor or vendor from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository.

ACCOMPANYING THIS PROPOSAL is _____ (in an amount of ten percent (10%) of the total bid)

NOTICE: Insert the words CASH ($_____), CASHIER'S CHECK, BIDDER'S BOND, or CERTIFIED CHECK, as the case may be.

THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:

IF THE BIDDER OR OTHER INTERESTED PERSON is a corporation, state the legal name of the corporation and state where incorporated, and the names of the President, Secretary, Treasurer, and Manager thereof. If a co-partnership, state the true name of the firm and the names of all individual copartners composing the firm. If Bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

_____

BIDDER'S BID IS BASED ON and includes the following Addenda issued: (Bidder must list all addenda issued by City, below, or Bidder's bid may be rejected by the City as non-responsive).

_____

_____

_____

_____

LICENSED IN ACCORDANCE WITH THE CONTRACTORS' LICENSE LAW OF THE STATE OF CALIFORNIA (BUSINESS AND PROFESSIONS CODE) SECTION 7000 et seq. PROVIDING FOR THE REGISTRATION OF CONTRACTORS,

License No.: _____

Sign Here: _____

_____
(Printed name of Bidder)

Date: _____

NOTE: If the Bidder is a corporation or a co-partnership, the legal name of the firm shall be set forth above, together with the signature of the officer or partner authorized to sign contracts for the firm.

END OF BID PROPOSAL

CITY OF VALLEJO PUBLIC WORKS
BIDDER'S BOND FORM

Bonding Company Name: _____
Bonding Company Address: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Vallejo**, as Obligee, in the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal ($_____) for the payment of which sum we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that WHEREAS the Principal has submitted the above-mentioned bid to the City of Vallejo, for the work specifically described in:

Project Name: S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT

Project Number: PWC117

and to which reference is hereby made for all particulars.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal within the time specified in the Contract Documents and the Principal shall enter into a Contract with the Obligee in accordance with the terms of said Bid and give bonds with surety acceptable to the Obligee for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorneys' fee to be fixed by the court.

WITNESS our hands this _____ day of _____, 20_____.

_____
(Principal)

_____
(Signature and Title)

_____
(Surety)

_____
(Signature and Title)

SIGNATURES OF PRINCIPAL AND SURETY MUST BE WITNESSED BY NOTARY
(Attach appropriate acknowledgement)

END OF BIDDER'S BOND

CONTRACTOR QUALIFICATIONS
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

This form must be completed, signed by Bidder, and submitted to City of Vallejo with Bidder's bid. Failure to complete, sign and submit this form with Bidder's bid may result in Bidder's bid being rejected as not responsive.

City has determined that Bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board Classification A, for a minimum of five (5) continuous years prior to the date of bid opening.

2. Not have any pending disciplinary proceedings or investigations by the Contractors State License Board.

3. Have completed to the public owner's satisfaction, no less than two (2) public works projects in the State of California, each with an original contract price of no less than $500,000 within the past five years prior to the date of bid opening.

4. Currently (as of the date of bid opening) or within the past five years, not have had any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works for any other public agency.

I, being the _____ of Bidder herein, declare that Bidder meets all of the minimum criteria set forth above, and furthermore certify that at the time the bid is submitted, the Bidder is not identified on a list created pursuant to subdivision (b) of California Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

_____
(Signature)

_____
(Print Name)

_____
(Date)

END OF CONTRACTOR QUALIFICATIONS

DESIGNATION OF SUBCONTRACTORS
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each Bidder shall set forth in his or her bid, the name, California Contractors' State License Board contractor's license number, California DIR registration number and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed plans contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%)of the prime contractor's total bid, or ten thousand ($10,000) whichever is greater, and the dollar amount of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Prime Contractor Self Perform requirement is MINIMUM 50% (exclusive of specialty items). The Engineer may use the Designation of Subcontractors form to determine the percentage of Contract work amount performed by the Contractor.

SUBCONTRACTOR NAME	LICENSE NUMBER	DIR REGISTRATION NUMBER	LOCATION OF BUSINESS	DESCRIPTION OF SUBCONTRACTED WORK

NOTICE TO BIDDERS: Listing of subcontractors is mandatory under Sections 4100-4113 of the California Public Contract Code. If this form is incomplete or inaccurate, your bid may be rejected.

DESIGNATION OF SUBCONTRACTORS
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

SUBCONTRACTOR NAME	LICENSE NUMBER	DIR REGISTRATION NUMBER	LOCATION OF BUSINESS	DESCRIPTION OF SUBCONTRACTED WORK

NOTICE TO BIDDERS: Listing of subcontractors is mandatory under Sections 4100 4113 of the California Public Contract Code. If this form is incomplete or inaccurate, your bid may be rejected.

END OF DESIGNATION OF SUBCONTRACTORS

NONCOLLUSION AFFIDAVIT
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

(TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID)

Pursuant to Section 7106 of the Public Contract Code, the undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____(date), at _____ (City), _____ (State).

_____
(Signature)

END OF NONCOLLUSION AFFIDAVIT

NONDISCRIMINATION CLAUSE

for

CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

Contractor shall refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any employee of, or applicant for employment with, Contractor.

Contractor further agrees as follows:

(a) That the Contractor shall not because of the race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ any person, or to bar or discharge any person from employment, or to discriminate against any person in compensation, or in the terms, conditions, or privileges of employment, and every employee shall receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions, or other privileges of employment without regard to his race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation.

(b) That the Contractor shall post in conspicuous places where they may be seen by every employee or applicant for employment notices, in such form as shall be prescribed by the City Manager, the provisions set forth above.

(c) That the Contractor shall in all solicitations or advertisements for employment applications include in such solicitation or advertisement language which will reasonably convey notice that every qualified applicant will receive consideration for employment without regard to his race religious creed, color, sex, national origin, or ancestry, disability, medical condition, age, marital status or sexual orientation.

(d) That the Contractor shall give written notice, in such form as shall be prescribed by the City Manager, of the Contractor's commitments under this contract to any labor union or employee association with which the Contractor has a collective bargaining contract, or other employer - employee labor agreement or understanding."

Contractor shall include the provisions of this Nondiscrimination Clause in every subcontract, including subcontracts for the provision of materials or equipment.
By submitting a bid, the Contractor agrees to comply with all the non-discrimination provisions contained in the Vallejo Municipal Code.

_____ _____

Bidder's Signature Date

END OF NONDISCRIMINATION CLAUSE

CONTRACT
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

THIS CONTRACT ("Contract") made and entered into this ____day of ____ 2026, at Vallejo, California, by and between the City of Vallejo, a municipal corporation of the State of California, hereinafter called City, and _____, hereinafter called CONTRACTOR.

WITNESSETH:
WHEREAS, the City Council of said City heretofore caused Plans and Specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said Plans and Specifications; and

WHEREAS, the City Council of said City did cause to be noticed for the time and in the manner required by law a notice inviting sealed bids for the performance of said work; and

WHEREAS, Contractor, in response to such notice, submitted to the City Council of said City within the time specified in said notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said Plans and Specifications, which said bid and proposal, and the other bids and proposals submitted in response to said notice, the City Council of City, by and through its authorized representatives, publicly opened and canvassed in the manner provided by law; and

WHEREAS, Contractor was the lowest responsive and responsible bidder for the performance of said work, and said City Council of City, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsive and responsible bidder for the work and award a contract, therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. SCOPE OF WORK
The work to be done, in general terms, consists of:

Furnishing all labor, materials, equipment, incidentals and services for the construction and completion of the CITY OF VALLEJO S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT. The work includes but is not limited to:

- Pavement maintenance of existing roadway improvements including cold planing existing asphalt, installing pavement reinforcing fabric, pavement overlays of various thicknesses and localized repairs.
- Developing and implementing a water pollution program.
- Implementing temporary traffic control for street closures and detours.
- Adjusting utility covers to grade if needed.

- Removing and replacing pavement striping, markings and markers.
- Removing and installing ADA compliant curb ramps (various cases)

The Contractor shall provide all labor, tools, and materials for a complete and working project in conformance with the intent shown on the Plans and as provided for and set forth in said Plans, Specifications, and any addenda that were issued prior to the date of bid, which said Plans and Specifications are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

The following documents shall constitute the Contract Documents:

(a) This Contract:
  (i) Exhibit A – Compensation;
  (ii) Exhibit B – Sample Contract Change Order;
  (iii) Exhibit C – Insurance Requirements;
  (iv) Exhibit D – Faithful Performance Bond;
  (v) Exhibit E – Payment (Labor and Materials) Bond;
  (vi) Exhibit F – Prevailing Wage Requirements;
  (vii) Appendix A – Project Location;
  (viii) Appendix B – Project Labor Agreement for the City of Vallejo;
(b) Plans, prepared by Public Works - Engineering and entitled Plans for S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT, signed and stamped by the City Engineer on December 22, 2025;
(c) Specifications signed and stamped by the City Engineer on December 22, 2025;
(d) Standard Specifications of the State of California, Department of Transportation dated 2024;
(e) City of Vallejo Standard Specifications and Standard Drawings dated December 20, 2011;
(f) Vallejo Flood & Wastewater District Engineering Design Standards dated July 2020, and Engineering Standard Details, dated July 2020; and
(g) Any other documents identified as such in the Contract Documents.

2. TERMS AND CONDITIONS

This Contract consists of the Contract Documents identified in subsections (a) through (g) of Section 1 above, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and City agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the City Council, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

3. Contractor agrees to receive and accept the prices set forth in its proposal in an amount not to exceed _____ DOLLARS AND ___CENTS as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also

for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description, connected with the work; also for all discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications and the requirements of the Engineer under them.

By my signature as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are attached herein as Exhibit F. The Contractor shall forfeit, as penalty to the City, One hundred Dollars ($100.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

City shall pay Contractor the sums set forth in its Proposal in accordance with all of the terms and conditions of the Contract Documents.

The Contractor shall be permitted to substitute designated securities for any moneys withheld by the City of Vallejo to insure performance under the Contract. This right of substitution shall be exercised in the manner and subject to the conditions specified in the Contract Documents. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full and shall govern the substitution of securities and/or escrow account.

The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and affixed their seal the day and year first above written.

CONTRACTOR

By: _____
[Signature of Authorized Agent]

Print Name: _____

Print Title: _____

(City Seal)

CITY OF VALLEJO,
a municipal corporation

By: _____
Andrew Murray
City Manager

Attest:

By: _____
Dawn G. Abrahamson
City Clerk

Approved as to Content:

By: _____
Oscar Alcantar
Interim Public Works Director

Approved as to Form:

By: _____
Veronica A. F. Nebb
City Attorney

Approved as to Insurance:

By: _____
Armond Sarkis
Risk Manager

END OF CONTRACT

Exhibit A

COMPENSATION (PLACEHOLDER)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
1	Mobilization	LS	1		
2	Temporary Traffic Control	LS	1		
3	Water Pollution Control	LS	1		
4	Adjust Existing Survey Monument to Grade	EA	9		
5	Adjust Existing Sewer Manhole to Grade	EA	12		
6	Adjust Existing Stormwater Manhole to Grade	EA	4		
7	Adjust Existing Water Valve to Grade	EA	25		
8	Thermoplastic 12" White Limit Line Per Std Plan A24G	LF	32		
9	Yellow Thermoplastic Stripe Per Detail 22 Std Plan A20A	LF	2,668		
10	White Thermoplastic Crosswalk 12" Stripe: Std Plan A24F	LF	637		
11	White Thermoplastic STOP marking: Std Plan A24D	SF	88		
12	White Thermoplastic 4" Stripe	LF	1,385		
13	Thermoplastic Stripe per Detail 27B :Std Plan A20B	LF	4,120		
14	Yellow Thermoplastic Stripe per Detail 41 on Std Plan A20D	LF	9		
15	ISA Marking per Std Plan A24C	EA	3		
16	White Flexible Delineator Round Post w/ Base (36")	EA	14		
17	Post Mounted (W11-2) Warning Sign with (W16-7P) Plaque	EA	1		
18	Painted Curb Markings	LF	160		
19	Remove and Replace Concrete Curb and Gutter	LF	177		
20	Remove and Replace Minor Concrete (Revocable Bid Item)	CY	9		
21	Cold Plane Asphalt Concrete, 3" Grind	SY	4,896		
22	Hot Mix Asphalt Road Section	TON	2,023		

23	GlasPave	SF	81,058		
24	8' Wedge Grind	LF	4,400		
25	Crack Sealing (Estimated 9,000 SY)	LS	1		
26	Dig Out Repairs (Revocable Bid Item)	SF	12,512		
27	Plug Paving	TON	34		
28	Class II Base	CY	46		
29	Remove and Replace Curb Ramps	SF	587		
30	Remove and Replace Concrete Sidewalk	SF	883		
				Total Base Bid:	

Exhibit B

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CONTRACT CHANGE ORDER NO.: _____ DATE: _____

TO:

PROJECT: S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT

FROM: CITY OF VALLEJO

This change order modifies and amends the provisions of that certain Contract dated _____ by and between the City and _____ ("Contractor").

REFERENCE: Contract drawings, Sheet No.
or other drawings attached

Contractor is hereby directed to make the following changes to the Work:

SAMPLE

By signing this Change Order, Contractor understands and agrees that it is accepting the specified sums and adjustment of contract time of completion (if any) set forth herein as full, final and complete satisfaction of any and all claims by Contractor for all costs and expenses of Contractor and anyone for whom Contractor may be responsible for the work referred to herein, including but not limited to costs or expenses of the Contractor or any of its subcontractors, materials suppliers, vendors or anyone else for whom Contractor is responsible, for labor, materials, services or equipment, no matter how characterized, whether known or unknown to Contractor, including but not limited to, all field and home office overhead, delay costs/claims, acceleration costs/claims, unabsorbed or under-absorbed home office overhead, extended field costs, general conditions, claim preparation costs, inefficiencies, or the like, no matter how characterized. Contractor further understands and agrees by signing this Change Order that any attempt by Contractor to purportedly reserve rights to claim additional time or compensation for the work referred to herein, is void.

ADJUSTMENT OF CONTRACT TIME OF COMPLETION: _____

AGREED PRICE: _____

FORCE ACCOUNT: _____

BASE CONTRACT PRICE: _____

PREVIOUS CONTRACT CHANGE ORDER: _____

NEW ADJUSTED CONTRACT PRICE: _____

EXCEPT AS SET FORTH ABOVE, ALL TERMS AND PROVISIONS OF THE CONTRACT AND ALL PRIOR CHANGE ORDERS REMAIN IN FULL FORCE AND EFFECT.

RECOMMENDED: _____
NAME TITLE

Execution of this Change Order by both parties constitutes a binding agreement. This document constitutes the entire agreement between the parties. The person signing this Change Order for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

ACCEPTED AND AGREED:

Contractor: _____ Date: _____
(Name and Title)

City: _____ Date: _____
(City Engineer)

SAMPLE

END OF CONTRACT CHANGE ORDER

Exhibit C

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. It shall be a requirement under this Agreement 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 minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Installation or Property Installation Floater** coverage providing property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Vallejo's site.
5. **Contractors' Pollution Legal Liability** with limits of no less than **$1,000,000** per occurrence or claim, and **$1,000,000** policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Vallejo requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Vallejo.

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the City of Vallejo. The City of Vallejo may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be

satisfied by either the named insured or City of Vallejo.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self- insurance maintained by the City of Vallejo, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Vallejo.
4. The limits of Insurance required in this 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 of Vallejo before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured. Contractor agrees to endorse the City of Vallejo as an Additional Insured on the Umbrella or Excess policy, unless the Certificate of Insurance states the Umbrella or Excess policy provides coverage on a "Follow Form" basis.
5. The City of Vallejo reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Vallejo for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to conduct business in the state with a current Best rating of no less than A: VII, unless otherwise acceptable to the City of Vallejo.

WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Vallejo for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish the City of Vallejo with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of Vallejo before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Vallejo reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Failure to exercise this right shall not constitute a waiver of right to exercise later. All verification of coverage and other insurance documents shall be mailed to the following address:

City of Vallejo

Attn: Risk Manager

555 Santa Clara Street

Vallejo, CA 94590

SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Vallejo is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

PAYMENT WITHHOLD

City of Vallejo will withhold payments to Contractor if the certificates of insurance and endorsements required in this exhibit are canceled or Contractor otherwise ceases to be insured as required herein.

Exhibit D

FAITHFUL PERFORMANCE BOND
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

KNOW ALL MEN/WOMEN BY THESE PRESENTS, THAT WE, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Vallejo, a municipal corporation of the State of California, hereinafter called the City, in the sum of _____ Dollars ($_____), and no more, for the work described below, for the payments of which sum in lawful money of the United States of America well and truly to be made to the City of Vallejo, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as herein above provided.

WHEREAS, that the Principal has entered into a contract with said City for the construction of:

S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT

NOW, THEREFORE, the condition of this obligation is such that if the above bounded Principal shall in all things stand to abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract agreed on his/her or their part to be kept and performed at the time and in the manner herein specified, and shall indemnify and save harmless the City of Vallejo, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue to guarantee Contractor's faithful performance of its obligations in the Contract Documents, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

The Surety herein, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same shall in any manner affect its obligations on this bond and said Surety does hereby waive notice of any such change, extension, alteration or addition. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

(Signatures on the following page)

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their several seals this _____ day of _____, 20_____. The name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL	SURETY
_____	_____
_____	_____
_____	_____

SURETY INFORMATION:

Contact Person: _____

Name of Company: _____

Address: _____

_____

Telephone No.: _____

NOTE: (1) Signatures of those executing for the Principal and Surety must be properly acknowledged.
(2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

_____
Veronica A. F. Nebb
City Attorney

END OF FAITHFUL PERFORMANCE BOND

Exhibit E

PAYMENT (LABOR AND MATERIALS) BOND
for
CITY OF VALLEJO

KNOW ALL MEN/WOMEN BY THESE PRESENTS, WHEREAS, that the City of Vallejo, a municipal corporation of the State of California, acting through its City Council, has awarded: _____, hereinafter designated as the Principal, a contract for:

S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, provided that if said Contractor, or any of his/her or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such labor, the Surety of this bond will pay the same.

NOW, THEREFORE, we, the Principal, and _____, as Surety, are held and firmly bound unto the City of Vallejo, a municipal corporation, hereinafter called City, in the sum of _____ Dollars ($_____), and no more, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as herein provided.

The condition of this obligation is such that, if said Principal, or his/her or its Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of California Civil Code, commencing with Section 9550, and providing that the persons, companies or corporations so furnishing said materials, provisions, or other supplies, appliances or power used in, for or about the performance of the work contracted to be executed or performed, or any person, company, or corporation, renting, or hiring implements, or machinery, or power, for, or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Title 15, the Surety hereon will pay the same in an amount not exceeding the sum specified in its bond, and also, in case suit is brought upon this bond, reasonable attorneys' fees to be fixed by the Court, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety herein, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same, shall in any manner affect its obligation on this bond, and said Surety does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their several seals this _____ day of _____, 20_____. The name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL	SURETY
_____	_____
_____	_____
_____	_____

SURETY INFORMATION:

Contact Person:

Name of Company:

Address: _____

_____

Telephone No.:

NOTE: (1) Signatures of those executing for the Surety must be properly acknowledged.
(2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

_____
Veronica A. F. Nebb
City Attorney

END OF PAYMENT (LABOR AND MATERIALS) BOND

Exhibit F

PREVAILING WAGE REQUIREMENTS

STATE PREVAILING WAGE RATES

http://www.dir.ca.gov/dlsr/DPreWAgeDetermination.htm

FEDERAL MINIMUM WAGE RATES

http://www.access.gpo.gov/davisbacon/CA.html

CONTRACTOR QUALIFICATION QUESTIONNAIRE
for
CITY OF VALLEJO
S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT
PROJECT NO. PWC117

If requested by the City, Bidder agrees to complete, sign and return this Contractor Qualification Questionnaire, including all required supporting documentation, within five (5) days of being requested by City. If Bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, or return it to the City within five (5) days of City's request, Bidder will not be considered for award of the contract, and further, Bidder agrees that the City of Vallejo may award the work to another Bidder or call for new bids. In such event, the Bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all the City's costs, damages, expenses and liabilities.

Bidder shall fully and completely answer each question set forth below. If necessary, attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response will not be accepted.

1. State the full legal name of the Bidder.

2. State the nature of the Bidder's business entity. (Sole proprietorship, joint venture, partnership, corporation, or other [describe]).

3. State the name and address of each person or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the Bidder. For each such person or legal entity, state that person or entity's ownership interest, title and responsibilities, if any.

4. Has any person or legal entity holding legal or equitable ownership of the Bidder ever been accused of a civil violation of California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all the facts, circumstances, and the outcome.

5. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the Bidder ever been determined by a public agency to not be a responsible Bidder? If so, state the name, address, and telephone number of the public agency, including the name of the agencies' contact person.

6. State the Bidder's contractor's license number.

7. State the date Bidder first began business.

8. State any other names that Bidder has used or done business under in the past five (5) years.

9. Describe in general, Bidder's experience.

10. Has the bidder(s) ever failed to complete a construction contract?

11. Has Bidder's control over a work of improvement ever been terminated?

12. For each similar type of project that Bidder has furnished labor, services, materials or equipment in the past five years, state: the name of each project; the contract amount for each project; the name, address and telephone number of the owner and owner's representative, for each project; and a general description of the work performed by Bidder on each project.

13. For every public work of improvement upon which Bidder has furnished labor, services, materials, or equipment in the past five years, whether completed or not, for which the Bidder's original contract was greater than $1,000,000, but not more than $10,000,000, state the name, address and telephone number of the owner and principal designer (architect or engineer).

14. For every lawsuit or arbitration between Bidder and the owner of any work of improvement, limited to such lawsuits or arbitrations initiated or completed within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.

15. Has Bidder ever been charged with a felony? If so, describe in detail all facts, circumstances, and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number.

16. Has anyone ever alleged that Bidder violated California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances, and the outcome.

17. Has Bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code section 12650, et seq, or 31 United States Code section 3729, et seq.?

18. Has any public agency ever determined or ruled that Bidder is not a responsible Bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person.

19. Has any public agency ever issued a letter, ruling or determination debarring Bidder or anyone holding a legal or equitable interest in Bidder, from bidding public works? (This includes debarments that are simultaneously or subsequently suspended, revoked, or withdrawn.)

20. Has Bidder ever entered into an agreement with any public agency, to not bid work for that public agency?

21. Within the past seven (7) years, has Bidder ever failed to complete a public works construction project, within the time allowed by the contract, plus written agreed upon contract time extensions? If so, state the name, address, and telephone number of the owner of such public works construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.

22. Has any surety ever paid or satisfied any claim on behalf of Bidder?

23. Has any surety ever undertaken or been called upon to complete any project of Bidder?

24. For each project or work of improvement that Bidder is either (a) currently furnishing labor, services, materials, or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and Bidder's work

thereon; the owner's name, address and telephone number; the amount of Bidder's contract on such project.

25. State Bidder's annual gross sales for each of the last five fiscal years.

26. If requested by City (as indicated below) attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period that is no less than the most recent fiscal year for Bidder. If Bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to City, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of Bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to City.

CONTRACTOR MUST FURNISH: ☒ YES ☐ NO

27. The following certification must be signed by an owner, general partner, or officer of Bidder.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND CITY OF VALLEJO MAY RELY UPON THE CONTENTS AS BEING TRUTHFUL, COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

EXECUTED ON THE DATE INDICATED BELOW, AT THE LOCATION INDICATED BELOW.

Dated: _____ Bidder

By: _____
(Signature)

_____
(Name and Title)

_____

END OF CONTRACTOR QUALIFICATION QUESTIONNAIRE



PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS

The work embraced herein shall be done in accordance with the Standard Specifications dated 2024 and Standard Plans dated 2024, issued by the State of California Department of Transportation and the most recent edition of the Standard Plans of the City of Vallejo, insofar as the same may apply and in accordance with the Project Plans and these Special Provisions and the Technical Specifications.

These Special Provisions are additions, modifications, and/or clarifications to the State Standard Specifications. The numbers shown in parentheses in the sections and subsections headings refer to the Caltrans Standard Specifications.

Refer to Section 5-1.04 of these Special Provisions for the order of precedence of the above-referenced contract documents in case of any conflict.

SECTION 1: DEFINITIONS AND TERMS

1-1.01 GENERAL

Unless the context otherwise requires, wherever in the Specifications and other Contract Documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section 1. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he," are utilized in the Specifications for the sake of brevity and are intended to refer to persons of either gender.

1-1.02 ABBREVIATIONS

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APHA	American Public Health Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
EIA	Electronic Industries Association
IEEE	Institute of Electrical and Electronics Engineers
NEMA	National Electrical Manufacturers Association
UL	Underwriters' Laboratories Inc.

1-1.02A UNITS OF MEASUREMENT

These General Provisions contain units in two systems of measurement: units shown in the International System of Units (SI or "metric") and units in the United States Standard Measures are shown in braces "{}". The Department does not warrant the accuracy of the units shown in United States Standard Measures, and any use of United States Standard Measures is at the sole risk of those agencies and others that specify United States Standard Measures units in their contracts. The measurements expressed in the two systems are not necessarily equal, and items constructed or fabricated in one system are not necessarily interchangeable with items constructed or fabricated in the other system. The project Special Provisions designate the system of units that will apply to contracts referencing these Standard Specifications.

Some of the symbols for metric units of measurement used in the Specifications and in the Engineer's Estimate are defined as follows. The symbols for other units of measurement used in the Specifications are as defined in ASTM Designation: E-380, or in the various Specifications and test referenced in the Specifications.

Symbols as used in the Specifications	Symbols as used in the Engineer's Estimate	Definitions
A	—	amperes
—	EA	each
g	G	gram
kg	KG	kilogram
ha	HA	hectare (10 000 m^2)
h	H	hour
J	—	joule
—	LNKM	lane kilometer
L	L	liter
—	LS	lump sum
m	M	meter
km	KM	kilometer
mm	MM	millimeter
µm	—	micrometer
nm	—	nanometer
m2	M2	square meter
m3	M3	cubic meter
N	—	newton
N·m	—	newton meter
Ω	—	ohm
Pa	—	pascal
kPa	—	kilopascal
MPa	—	megapascal
s	—	second
—	STA	station (100 m)
—	TAB	tablet
tonne	TONN	metric ton (1000 kg)
W	—	watt
V	—	volt

Some of the symbols for United States Standard Measures units of measurement used in the Specifications and in the Engineer's Estimate are defined as follows.

Symbol Used	Definitions
A	amperes
EA	each
LB	pound
ACRE	acre
h	hour
LNMI	lane mile
GAL	gallon
LS	lump sum
LF	linear foot
MI	mile
MSYD	thousand station yard
SF	square foot
CF	cubic foot
SY	square yard
CY	cubic yard
Ω	ohm
s	second
STA	100 feet

TAB	tablet
TON	2,000 pounds
W	watt
V	volt
MFBM	thousand foot board measure

1-1.03 ACCEPTANCE

The formal written acceptance by the Vallejo City Council of an entire work of improvement that has been completed in all respects in accordance with the Contract Documents and any modifications thereto previously authorized in writing.

1-1.04 GLOSSARY

Unless noted otherwise, the following terms have the following meanings:

Addenda: Written or graphic instruments issued before the opening bids, which modify or interpret the Notice to Bidders, Instructions to Bidders, Bid Proposal Form, Addenda (if any), Special Provisions, Technical Specifications, and/or Plans by additions, deletions, clarifications, or corrections.

Agreement or Contract: The signed agreement between the City and Contractor.

Architect: The private engineering firm employed to prepare the plans, specifications, and estimate and perform design services during construction of this project.

Bid Bond: The cash, cashier's check, certified check, or bidder's bond companying the proposal submitted by the bidder, as a guaranty that the bidder will enter a contract with the Public Works Department of the City of Vallejo for the performance of the work if the contract is awarded to the bidder.

Bidding Documents: The Notice to Bidders, Instruction to Bidders, Bid Proposal Form, and Addenda (if any); the Special Provisions, Technical Specifications, Standard Specifications, the Exhibits (including bonds), and the Drawings (also defined as "Plans").

Business Day: All days except Saturdays, Sundays, and any holiday set forth in California Government Code section 6700.

Calendar Day: Any day of the week including a Business Day.

Change Order: A written document duly approved and executed by the City, which changes the scope of the Work, the Contract Price, or the Contract Time.

City: The City of Vallejo, California.

City Council: The City Council of the City of Vallejo, California, or its authorized agent.

City Engineer: The City Engineer of the City of Vallejo or their authorized agent(s) acting within the scope of the duties delegated to them.

Claim: A request by the Contractor for 1) the payment of additional compensation for any issues. 2) an extension of time for the performance of the Work or 3) any other relief with reference to the terms of the Contract, including any disputes or question related to the Contract Documents.

Construction Contract or Agreement: The signed agreement between the City and Contractor.

Contract Amount or Contract Sum: The amount listed on the Construction Agreement as the contractor's total compensation.

Contract Documents: All of the documents collectively listed as such in the Contract, including the Notice to Bidders; the Instructions for Bidders; Addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Award and Notice to Procced; Certificates of Insurance and Endorsements; the Faithful Performance, Labor and Materials, and Warranty Bonds; the Special Provisions; the Technical Specifications; the Project Drawings and Specifications; Change Orders, if any; and any other documents expressly made part of the Contract Documents.

Contract Price: The total compensation to be paid to the Contractor for performance of the Work, as set forth in the Contract and as amended by a Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustments due to inflation or due to the increased cost of labor, material, or equipment following submission of the Bid Proposal.

Contract Time: The number of Working Days for performance of the Work, as set forth in the Contract and as amended by a Change Order.

Contractor: The person or persons, firm partnership, corporation, or combination thereof, private of municipal, who have entered into a contract with the City of Vallejo, as party or parties of the second part of their legal representatives.

Day: A calendar day unless stated otherwise.

Department: The Public Works Department of the City of Vallejo.

Director: The Director of the Public Works of the City of Vallejo.

Drawing: The City-approved plans and graphical depictions of the Project requirements and does not include Shop Drawings.

Final Compensation: Payment to the Contractor of the unpaid Contract Price, including release of the undisputed retention, less amounts withheld pursuant to the Contract Documents, including liquidated damages, up to 125% of the amount of any unreleased stop notice, amounts subject to setoff, up to 150% of any unresolved third-party claim for which Contractor is required to indemnify City, and up to 150% of any amount in dispute as authorized by Public Contract Code Section 71017.

Engineer: The City Engineer of the City of Vallejo or other authorized designee such as the City Inspector.

Laboratory: The laboratory designated by the City of Vallejo.

Legal Holidays: Those Days designated as City holidays and those days designated in the Government Code or as stated in the Standard Specifications.

Liquidated Damages: The amount prescribed in the specifications or contract, to be paid to the City of Vallejo or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications. The Liquidated Damages amount is set at $1,500.00 per Calendar Day for this contract.

Mobilization: Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Public Contract Code § 10104).

Plans: The official project plans, typical cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show location, character, dimensions, and details of the work to be performed. These documents are to be considered as a part of the plans.

Project Plans: The Project Plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans insofar as the same may apply.

Project or Work: See Work.

Project Site: Location of the Work.

Project Manager: The person designated by the City of Vallejo to manage all aspects of the project, if so, designated by the Special Provisions.

Proposal Form: The approved form upon which the Public Works of the City of Vallejo requires formal bids be prepared and submitted for the work.

Public Contract Code: California Public Contract Code.

Qualified Contractor or Subcontractor: A contractor or subcontractor currently registered with the California Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.

Requests for Information: A request from the Contractor, or one of its subcontractors, to the City, seeking an interpretation or clarification of some requirement of the contract documents submitted to the City in the form required by the contract. The contractor shall clearly and concisely set forth the issue for which it seeks clarification of interpretations and why a response is needed from the City. The contractor shall, in the written request, set forth interpretation or understanding of the contract's requirements along with the reasons why it has reached such an understanding. Responses from the City shall not change any requirements of the contract documents unless noted in the Request for Information Response issued by the City.

Special Provisions: The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications.

Specifications: The directions, provisions and requirements contained in the Standard Specifications as supplemented by these Special Provisions. Whenever the term "the specifications" or "the Standard Specifications" is used in this document, it means the provisions set for in the 2024 Edition of the Caltrans Standard Specifications.

Standard Plans: The Standard Specifications and Standard Drawings issued by the Public Works Department of the City of Vallejo.

State: The State of California or the City of Vallejo as the context requires.

Submittal/Shop Drawings: Any technical submittals, shop drawings, or samples, including supporting catalog cuts, manufacturer's literature sketches or drawings, calculations, and other pertinent data, required by any technical specification in these contract documents. The contractor shall transmit to the City submittal/shop drawings shall be in sufficient detail to enable the City to review the information and determine that the contractor clearly understands the requirements of the contract documents.

Substitution/Or Equal Submittals: A request from the contractor to substitute a material, device, product, fixture, form, type of construction or process called for in the contract documents with another item that shall be substantially equal in all respects to that indicated or supplied.

Work or Project: The entire Project which is the subject of the Contract. The term "Work" as applied to the Contractor includes any labor, materials and necessary tools and equipment.

Working Days: Working days are Monday through Friday except for Legal Holidays.

1-1.07 BIDDER

Any individual, firm, partnership, limited liability company, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

1-1.09 CONTRACT

The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. All documents comprising the Contract may also be referred to as the "Contract Documents."

1-1.10 CONTRACT DOCUMENTS

All of the documents collectively listed as such in the Contract, including the Notice to Bidders; the Instructions for Bidders; Addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Award and Notice to Procced; Certificates of Insurance and Endorsements; the Faithful Performance, Labor and Materials, and Warranty Bonds; the Special Provisions; the Technical Specifications; the Project Drawings and Specifications; Change Orders, if any; and any other documents expressly made part of the Contract Documents.

1-1.12 DAYS

Unless otherwise designated, days as used in the Specifications will be understood to mean working days.

1-1.13 DEPARTMENT

The City of Vallejo Department of Public Works.

1-1.14 DETOUR

A temporary route for traffic around a closed portion of a road.

1-1.15 DIRECTOR

The City of Vallejo Department of Public Works Director, or his/her authorized representative.

1-1.16 (INTENTIONALLY OMITTED)

1-1.17 (INTENTIONALLY OMITTED)

1-1.18 ENGINEER

The City of Vallejo, Department of Public Works, Project Engineer, acting either directly or through properly authorized agents, the agents acting within the scope of the particular duties delegated to them.

1-1.19 ENGINEER'S ESTIMATE

The list of estimated quantities of work to be performed as contained in the "Proposal Form."

1-1.20 FEDERAL AGENCIES

Whenever, in the Specifications, reference is made to any Federal agency or officer, the reference shall be deemed made to any agency or officer succeeding in accordance with law to the powers, duties, jurisdiction and authority of the agency or officer mentioned.

1-1.21 FIXED COSTS

Any necessary labor, material and equipment costs directly expended on the item or items under consideration which remain constant regardless of the quantity of the work done.

1-1.22 FRONTAGE ROAD

A local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.

1-1.23 (INTENTIONALLY OMITTED)

1-1.24 HIGHWAY

The whole right of way or area which is reserved for and secured for use in constructing the roadway and its appurtenances.

1-1.25.1 LEGAL HOLIDAYS

Those days designated as City observed holidays specifically:

(a) New Year's Day,
(b) Martin Luther King, Jr. Day,
(c) President's Day,
(d) Memorial Day,
(e) Juneteenth Day,
(f) Independence Day,
(g) Labor Day,
(h) Indigenous Peoples' Day,
(i) Veterans' Day,
(j) Thanksgiving Day,
(k) Day after Thanksgiving,
(l) Christmas Day

1-1.26 LIQUIDATED DAMAGES

The amount prescribed in the Contract Documents, to be paid to the City of Vallejo or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the Contract Documents.

1-1.26.1 MUTCD OR CA MUTCD

The State of California, Department of Transportation publication entitled "California Manual on Uniform Traffic Control Devices."

1-1.27 (INTENTIONALLY OMITTED)

1-1.27.5 (INTENTIONALLY OMITTED)

1-1.28 PAVEMENT

The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.

1-1.29 DRAWINGS

The official project drawings (City-approved Plans) and Standard Plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. These documents are to be considered as a part of the drawings. In the above definition, the following terms are defined as follows:

1-1.30 PROJECT DRAWINGS

The project drawings (City-approved Plans) are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans insofar as the same may apply.

1-1.31 PROPOSAL

The offer of the Bidder for the work when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1-1.32 PROPOSAL FORM

The approved form (Bid Proposal) upon which the City of Vallejo requires formal bids be prepared and submitted for the work.

1-1.33 PROPOSAL GUARANTY

The cash, cashier's check, certified check or Bidder's bond accompanying the proposal submitted by the Bidder, as a guaranty that the Bidder will enter into a contract with the City of Vallejo for the performance of the work if the Contract is awarded to the Bidder.

1-1.34 (INTENTIONALLY OMITTED)

1-1.35 ROADWAY

That portion of the highway included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.

1-1.36 SHOULDERS

The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

1-1.37 SPECIAL PROVISIONS

The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to these Specifications.

1-1.38 SPECIFICATIONS

The directions, provisions and requirements contained in the Special Provisions, General Provisions, Wage and Equipment Rate and Technical Specifications section as supplemented by the Standard Specifications, City of Vallejo Standard Specifications and Standard Drawings. Whenever the term "these Specifications" or "these Standard Specifications" is used in this Contract, it means the provisions set forth in this Contract. "Specifications" or "Standard Specifications" also means the State of California, Department of Transportation, Standard Specifications, 2024 edition, Sections 10 through 95 only.

1-1.39 STATE

The State of California.

1-1.40 (INTENTIONALLY OMITTED)

1-1.41 (INTENTIONALLY OMITTED)

1-1.42 (INTENTIONALLY OMITTED)

1-1.43 SUBSTRUCTURE

All that part of the bridge below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges shall be considered as parts of the substructure.

1-1.44 SUPERSTRUCTURE

All that part of the bridge except the bridge substructure.

1-1.45 SURFACING

The uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.

1-1.46 TRAFFIC LANE

That portion of a traveled way for the movement of a single line of vehicles.

1-1.47 TRAVELED WAY

That portion of the roadway for the movement of vehicles, exclusive of shoulders.

1-1.48 WORK

All the work specified, indicated, shown, contemplated or inferable from the Contract Documents to construct the improvement, including all alterations, amendments or extensions thereto made by Contract Change Order.

END OF SECTION 1

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 CONTENTS OF PROPOSAL FORMS

Prospective bidders must use City of Vallejo proposal forms which will refer to the special provisions and project drawings for the work to be done and will include a schedule of items for which bid prices are asked, showing the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished.

2-1.02 APPROXIMATE ESTIMATE

The quantities given in the proposal form and Contract are approximate only, being given as a basis for the comparison of bids. The City of Vallejo does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work.

2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

All bidders shall carefully and completely examine the site of the work contemplated and the Contract Documents and perform all tests and inspections necessary to inform Bidder of all conditions that may be encountered, the character, quality and scope of work to be performed, and the quantities of materials to be furnished. The submission of a Proposal Form shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the Contract Documents.

Where the City of Vallejo has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, bidders and Contractor may, upon written request, inspect the records of the City of Vallejo as to those investigations subject to and upon the conditions hereinafter set forth. The investigations are made only for the purpose of study and design.

The records of investigations, project records, log of test borings, record of geotechnical data, investigation of subsurface conditions, cross-sections, contour maps, and any other investigations provided by City of Vallejo, are a part of the Contract Documents.

The availability or use of information described in this section is not to be construed in any way as a waiver of the provisions of the first paragraph in this section and a Bidder or Contractor shall make their own investigation and examination to be satisfied as to conditions to be encountered in the performance of the work.

No information derived from the inspection of investigations or compilation thereof made by the City of Vallejo or from the Engineer, or their consultants, will in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

2-1.04 ADDENDUM

If discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification to City Engineer, which response to said request will be given in the form of addenda to all bidders, if time permits.

The correction of any discrepancies in, or omissions from the drawings, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an addendum issued in writing by the

City of Vallejo. A copy of each such addendum issued by the City of Vallejo will be electronically mailed, or delivered to each person receiving a set of the Contract Documents and shall be made a part of the Contract. Any other interpretation or explanation of such documents will not be considered binding.

2-1.05 PROPOSAL FORMS

The City of Vallejo will furnish to each Bidder a standard Proposal Form, which, when filled out and executed may be submitted as that Bidder's bid. Bids not presented on forms so furnished, and copies or facsimiles of the Bidder's completed and executed Proposal Forms submitted as a bid may be rejected.

2-1.06 (BLANK)

2-1.07 PROPOSAL GUARANTY

The proposal must be accompanied by cash, a Bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The Bidder's bond must be signed in favor of the City of Vallejo, and the certified check or cashier's check must be made payable to the City of Vallejo.

2-1.08 WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn at any time prior to the date and time fixed for the opening of bids only by written request for the withdrawal of the bid filed at the location at which the bid was received by the City of Vallejo. The request shall be executed by the Bidder or the Bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed for the opening of bids.

2-1.09 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the "Notice to Contractors." Bidders or their authorized agents are invited to be present.

2-1.095 RELIEF OF BIDDERS

Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the Bidder claims a mistake was made in the bid presented, the Bidder shall give the City of Vallejo written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2-1.10 DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, limited liability company, corporation or combination thereof is interested in more than one proposal for the work

contemplated may cause the rejection of all proposals in which that individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the Bidders any or all proposals may be rejected. Proposals in which the prices appear unbalanced may be rejected.

END OF SECTION 2

SECTION 3: AWARD AND EXECUTION OF CONTRACT

3-1.01 AWARD OF CONTRACT

The right is reserved to reject any and all proposals.

The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the City of Vallejo and the Bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The low bid will be determined by adding the sum of the Total Amount of Bidder's Base Bid, the Total Amount of all alternates (if any) and the Total Amount of Bidder's Contractor's Daily Delay Damages. The City reserves the right to include in the Contract, if a Contract is awarded, the Base Bid only, or the Base Bid plus any alternate bid or combinations of alternates bid. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy. In the event of a discrepancy between Bidder's Unit Price and Bidder's Total Amount, the Unit Price shall prevail. In the event of a discrepancy between Bidder's Total Amount and the Bid Total, the Unit Price and correct Total Amount shall prevail.

3-1.02 BONDS

Within ten (10) days of Contractor's receipt of Contract from City of Vallejo, the Contractor shall furnish corporate surety bonds to the benefit of the City of Vallejo, issued by a surety company acceptable to the City of Vallejo and authorized and admitted to do business in the State of California, as follows:

A. Faithful Performance Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the Contractor's faithful performance of all covenants and stipulations of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

B. Payment (Labor and Materials) Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the payment of wage, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 to 3252, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Faithful Performance Bond and Payment Bond shall be on the forms provided by City of Vallejo.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by the City of Vallejo or its authorized agents under the terms of the Contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this Contract. The surety expressly waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

3-1.03 EXECUTION OF CONTRACT

The Contract shall be signed by the successful Bidder and returned, together with the Contract bonds, within 10 days after the Bidder has received the Contract for execution.

3-1.04 FAILURE TO EXECUTE CONTRACT

The Bidder shall pay to the City of Vallejo from Bidder's proposal guaranty, such sums as will reimburse the City of Vallejo for costs incurred for failure of the successful Bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor's Qualification Questionnaire, or enter into a Contract. The amount of Bidder's cash, bond, certified check, or cashier's check proposal guaranty shall not be deemed to constitute a penalty or liquidated damages.

The City of Vallejo shall not be precluded by such cash, bond, certified check, or cashier's check from recovering from the defaulting Bidder damages in excess of the amount of said cash, bond, certified check, or cashier's check incurred as a result of the failure of the successful Bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor's Qualification Questionnaire, or enter into a Contract.

3-1.05 RETURN OF PROPOSAL GUARANTIES

The proposal guaranties accompanying the proposals of the first, second and third lowest bidders will be retained until the Contract has been finally executed, after which those proposal guaranties, may be returned to the respective bidders whose proposals they accompany. The proposal guaranties, other than Bidder's bonds, submitted by all other unsuccessful bidders will be returned upon determination, by the City of Vallejo, of the first, second and third lowest responsible Bidders.

END OF SECTION 3

SECTION 4: SCOPE OF WORK

4-1.01 INTENT OF PLANS AND SPECIFICATIONS

All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the California Building Code; Title 24 of the California Code of Regulations; the California Electrical Code; the California Plumbing Code; Americans with Disabilities Act; and all other applicable codes, laws, rules or regulations. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Contractor agrees that immediately upon signing of the Contract, Contractor will diligently review the Contract Documents and determine if any work described or inferred within the Contract Documents is not in conformance with these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to immediately notify Engineer in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract sum is based upon the more costly or expensive standard.

The intent of the drawings and Specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract, and that the work performed under the Contract results in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents. Where the drawings or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the highest quality are to be used. The Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract to the highest possible standard of workmanship.

Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary, and the Engineer shall render his or her decisions thereon. The Contractor shall thoroughly review all Requests for Information (RFI's) submitted by subcontractors prior to submission to the Engineer to determine whether such RFI's is already answered in the Contract Documents. Contractor represents to City of Vallejo, that by submission of an RFI, Contractor has thoroughly reviewed the RFI and thoroughly reviewed the Contract Documents and determined that the RFI is not answered or reasonably inferable in the Contract Documents, and that the RFI pertains to an unforeseen condition or circumstance that is not described in the Contract Documents, that there is a conflict or discrepancy in the Contract Documents, or there is an omission in the Contract Documents. In the event any RFI is answered or reasonably inferable from the Contract Documents, Contractor agrees to pay the City of Vallejo the reasonable cost, time and expenses associated with reviewing and responding to RFI's which are already answered or reasonably inferable from the Contract Documents. In the event of a disagreement over such compensation, the judgment of the Engineer shall be final.

4-1.02 FINAL CLEANING UP

Before final inspection of the work, the Contractor shall clean the project site, material sites and all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, falsework, temporary structures and equipment in compliance with Caltrans Standard Specification 4-1.13. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

4 -1.03 CHANGES

The City reserves the right without changing the scope of work, to make such alterations deviations, additions to or deletions from the drawings and Specifications, including but not limited to, the right to add or delete any portion of the work to be done with no additional compensation or change in lump sum or bid Unit Prices. The City also reserves the right without changing the scope of work, to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated. Such increases or decreases in quantities shall not be a basis for change in character of the work.

The City of Vallejo may request that Contractor provide City of Vallejo with estimated costs for proposed changes to the work. Contractor agrees to promptly provide City of Vallejo with detailed, itemized costs for proposed changes to the work and scheduling data demonstrating the impact, if any, of the proposed changes to the work and the time for completion. Adjustments, if any, in the amount to be paid the Contractor by reason of any modifications of the work as set forth in a Contract Change Order, Construction Change Directive, or arising from claims shall be determined by one or more of the following methods as elected by the City of Vallejo:

A. Lump Sum Price - By an acceptable lump sum price fixed in agreement between the City of Vallejo and the Contractor.

B. Unit Prices – By unit prices fixed by agreement between the City of Vallejo and the Contractor.

C. Force Account - By directing the Contractor to proceed with the work and to keep and present in such form as the City of Vallejo may direct, a correct account of the cost of the change, together with all vouchers therefore. The Contractor will be paid for labor, materials, equipment rental, etc. actually used on change order work performed under Force Account as per Section 9-1.03 of these specifications.

The amount of payment agreed upon or, in the absence of agreement, selected by the City of Vallejo shall be set forth in the change order or construction change directive.

Upon receipt of a Contract Change Order authorized by the Engineer, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an authorized Contract Change Order therefore. In those cases, the Engineer will, as soon as practicable, issue a Contract Change Order for the ordered work and the provisions in Section 4-1.03A, "Procedure and Protest," shall be fully applicable to the subsequently issued Contract Change Order.

When the compensation for an item of work is subject to adjustment under the provisions of Section 4-1.03, the Contractor shall, upon request, furnish the Engineer with adequate detailed cost data for that item of work. If the Contractor requests an adjustment in compensation for an item of work, the cost data shall be submitted with the request.

4-1.03A PROCEDURE AND PROTEST

A Contract Change Order authorized by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an authorized Contract Change Order not executed by the Contractor, the Contractor shall submit a written protest to the Engineer within 15 days after the receipt of the Contract Change Order. The protest shall state the points of disagreement, and the Contract specification references, quantities and costs involved. If a written protest is not submitted, payment will be made as set forth in the Contract Change Order, and Contractor agrees that payment shall constitute full compensation for all work included therein or required thereby. Unprotested Contract Change Orders will be

considered as executed Contract Change Orders.

Where the protest concerning an authorized Contract Change Order relates to compensation, the compensation payable for all work specified or required by that Contract Change Order to which the protest relates will be determined as provided in Section 4-1.03D. The Contractor shall keep full and complete records of the cost of that work and shall permit the Engineer to have access thereto as may be necessary to assist in the determination of the compensation payable for that work.

Where the protest concerning an accepted Contract Change Order relates to the adjustment of Contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Section 8-1.07, "Liquidated Damages."

4-1.03B CHANGE ORDERS

Proposed Contract Change Orders may be presented to the Contractor for consideration prior to authorization by the Engineer. If the Contractor signifies acceptance of the terms and conditions of the proposed Contract Change Order by executing the document and if the Contract Change Order is accepted by the Engineer and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. An accepted Contract Change Order shall supersede a proposed, but unaccepted, Contract Change Order covering the same work.

The Engineer may provide for an adjustment of compensation as to a Contract item of work included in a Contract Change Order determined as provided in Section 4-1.03D if that item of work is eligible for an adjustment of compensation thereunder.

Contract Change orders shall be in the form provided by City of Vallejo in the Contract Documents.

4-1.03C (NOT USED)

4-1.03D EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the Engineer that the work is not covered by any of the various items for which there is a Unit Price or by combinations of those items. In the event portions of this work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of those items, the remaining portion of the work will be classed as extra work. Extra work also includes work specifically designated as extra work in the drawings or Specifications.

The Contractor shall do the extra work and furnish all labor, material, and equipment therefor upon receipt of an accepted Contract Change Order or other written order of the Engineer, and in the absence of an accepted Contract Change Order or other written order of the Engineer the Contractor shall not be entitled to payment for the extra work.

Payment for extra work required to be performed pursuant to the provisions in this Section 4-1.03D, in the absence of an executed Contract Change Order, will be made by force account as provided in Section 9-1.03; or as agreed to by the Contractor and the Engineer.

END OF SECTION 4

SECTION 5: CONTROL OF WORK

5-1.01 AUTHORITY OF ENGINEER

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the drawings and Specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final, and the Engineer shall have authority to enforce and make effective those decisions and orders which the Contractor fails to carry out promptly.

5-1.02 CONTRACT DRAWINGS AND WORKING DRAWINGS

The Contract drawings (City-approved Plans) furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract drawings shall be in writing.

The Contract drawings shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately ~~control~~ perform the work. No change shall be made by the Contractor to any working drawing after it has been accepted by the Engineer.

Working drawings for any part of the permanent work shall include, but not be limited to anchor bolt layouts, shop details, erection drawings, equipment lists, and any other information specifically required elsewhere in the Specifications.

Working drawings for falsework, temporary support systems, form work and for other temporary work and methods of construction the Contractor proposes to use, shall be submitted when required by the Contract Documents or ordered by the Engineer. Working drawings shall be subject to City of Vallejo review insofar as the details affect the character of the finished work and for compliance with design requirements applicable to the construction when specified or called for, but details of design will be left to the Contractor who shall be responsible for the successful construction of the work.

Working drawings shall be reviewed by the Engineer before any work involving the drawings is performed. It is expressly understood that review of the Contractor's working drawings shall not relieve the Contractor of any responsibility under the Contract for the successful completion of the work in conformity with the requirements of the drawings and Specifications. Review of working drawings shall not operate to waive any of the requirements of the drawings and Specifications or relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding the review.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the Contract items of work to which the drawings relate, and no additional compensation will be allowed therefor.

5-1.02A TRENCH EXCAVATION SAFETY PLANS

Attention is directed to Section 7-1.01E, "Trench Safety." Excavation for any trench ~~1.5 m~~ {5 feet} or more in depth shall not begin until the Contractor has prepared detailed plans for worker protection from the hazards of caving ground during the excavation of that trench. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least

5 days before the Contractor intends to begin excavation for the trench. If the plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted at least 3 weeks before the Contractor intends to begin excavation for the trench.

5-1.03 CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

Contractor work and materials shall strictly conform to the lines, grades, typical cross sections, dimensions, and material requirements, including tolerances, required in the Contract Documents. Although measurement, sampling and testing may be considered evidence as to conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the drawings and Specifications, and the Engineer's decision as to any allowable deviations therefrom shall be final.

5-1.04 COORDINATION AND INTERPRETATION OF PLANS, SPECIFICATIONS AND STANDARD SPECIFICATIONS

These project drawings, specifications, Special Provisions, Contract Change Orders and all supplementary documents are essential parts of the Contract, and a requirement occurring in one Contract Document is as binding as though occurring in all. They are intended to be complementary, and to describe and provide a complete work.

In the event of a conflict between the project drawings, Specifications or special provisions, and Standard Plans and Standard, Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation, 2024 edition, City of Vallejo Standard Specifications and Standard Plans, December 2011 edition, or Vallejo Sanitation & Flood Control District Master Bid Document, 2022 edition, the project drawings, and Specifications shall control. Project drawings shall govern over Standard Plans; Standard Plans and project drawings shall govern over the Standard Specifications; and the special provisions shall govern over both the Standard Specifications and the project drawings. The specific shall control over the general.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply in writing to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Contract Documents, reference in writing shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.05A ORDER OF WORK

When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.05B HOURS OF WORK

Regular working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the City. For work to be completed within the State Right of Way, regular working hours are 7:00 p.m. to 7:00 a.m. No work outside of the regular working hours shall be done unless previously requested by the Contractor in writing and approved by the Engineer in writing. The contractor is subject to reimbursing the City for the costs of providing inspection outside of regular working hours.

No work shall take place on garbage collection days. Contractor shall coordinate with Recology to verify garbage collection schedule.

5-1.06 SUPERINTENDENCE

The Contractor shall designate in writing before starting work an authorized representative who shall act as Superintendent and have the authority to represent and act for the Contractor. The Superintendent shall have responsibility for overall project operations and shall not be a "working foreman."

When the Contractor is comprised of 2 or more persons, firms, partnerships, or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall serve as the Superintendent, and who shall have the authority to represent and act for the Contractor.

The Superintendent shall be always present at the site of the work while work is in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or the Contractor's Superintendent is not present on any part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the foreman or other individual who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

5-1.07 LINES AND GRADES

Stakes or marks for horizontal and vertical control will be set by the Engineer as the Engineer determines to be necessary to establish the lines and grades required for the completion of the work specified in these Contract Documents.

When the Contractor requires the stakes or marks, the Contractor shall notify the Engineer of the requirements in writing a reasonable length of time in advance of starting operations that require the stakes or marks. In no event shall a notice of less than 2 working days be considered a reasonable length of time.

Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks. This charge will be deducted from any moneys due or to become due the Contractor.

5-1.08 INSPECTION

The Engineer shall at all times have safe access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Contract Documents. All work done and all materials furnished shall be subject to the Engineer's inspection.

Neither the inspection by an inspector, City of Vallejo, Engineer, nor any measurement, approved or unapproved modification, submittals, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the City of Vallejo or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

Projects financed in whole or in part with State or Federal funds shall at all times be subject to inspection by the State or Federal agency involved, or their authorized representative.

5-1.09 REMOVAL OF REJECTED AND UNAUTHORIZED WORK

All work which has been rejected shall be remedied or removed and replaced by the Contractor in a manner acceptable to the Engineer, and no compensation will be allowed to the Contractor for the removal, replacement or remedial work.

Any work done beyond the lines and grades shown on the drawings or established by the Engineer, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Engineer made under this Section 5-1.09, the City of Vallejo may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the Contractor.

5-1.10 EQUIPMENT AND PLANTS

Only equipment suitable to produce the quality of work and materials required will be permitted to operate on the project.

The Contractor shall provide adequate and suitable equipment ~~and plants~~ to meet the above requirements, and when ordered by the Engineer shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

The Contractor shall identify each piece of equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location and shall furnish to the Engineer a list giving the description of each piece of equipment and its identifying number.

5-1.11 ALTERNATIVE EQUIPMENT

While certain of the Contract Documents may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting the request, may require the Contractor to furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

If permission is granted by the Engineer, it shall be understood that the permission is granted for the purpose of testing the quality of work produced by the equipment and is subject to continuous attainment of results which, in the opinion of the Engineer, are equal to, or better than, that which can be obtained with the equipment specified. The Engineer shall have the right to withdraw permission at any time that the Engineer determines that the alternative equipment is not producing work that is equal, in all respects, to that which can be produced by the equipment specified. Upon withdrawal of permission by the Engineer, the Contractor will be required to use the equipment originally specified and shall, in accordance with the directions of the Engineer, remove and dispose of or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternative equipment.

The Contractor shall not have any claim against the City of Vallejo for either the withholding or the granting of permission to use alternative equipment, or for the withdrawal of the permission.

Permission to use alternative equipment in place of equipment specified will only be granted where the equipment is new or improved and its use is deemed by the Engineer to be in furtherance of the purposes of this Section 5-1.11. Permission for use of particular equipment on any project shall in no way be considered as permission of the use of the equipment on any other project.

Nothing in this Section 5-1.11 shall relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in the Contract Documents.

5-1.12 ALTERNATIVE METHODS OF CONSTRUCTION

Whenever the drawings or Specifications provide that more than one specified method of construction or more than one specified type of material or construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of material or equipment to be used up to the Contractor, it is understood that the City of Vallejo does not guarantee that every or any specified method of construction or type of material or equipment can be used successfully throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on any project, full compensation for any additional cost involved shall be considered as included in the Contract price paid for the item of work involved and no additional compensation will be allowed therefor.

5-1.13 DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the Contractor shall promptly notify the Engineer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance

of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. Contractor agrees that failure to provide written notice to Engineer as required herein, or failure to otherwise abide by this Section, shall be a waiver by Contractor of any claim, demand, compensation or adjustment in the Contract time or working days.

No Contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any Contract adjustment warranted due to differing site conditions will be made in conformance with the provisions in Section 4-1.03, "Changes," except as otherwise provided.

5-1.14 CHARACTER OF WORKERS

If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.

5-1.15 FINAL INSPECTION

When the work has been completed, the Engineer will make the final inspection.

5-1.16 MEANS AND METHODS

City of Vallejo will not have control over, oversee, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility.

The City of Vallejo may perform other work adjacent to or within the project area, concurrent with the Contractor's operations. The Contractor shall cooperate fully with City of Vallejo in all operations which coincide with other work being performed and provide City of Vallejo with such scheduling and other information as may be required by City of Vallejo to perform such other work. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor.

Any disputes or conflicts which may arise between the Contractor and any other forces or contractors retained by the City of Vallejo, causing delays or hindrance to each other, shall be referred to the Engineer for resolution.

The City of Vallejo shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.

END OF SECTION 5

SECTION 6: CONTROL OF MATERIALS

6-1 GENERAL

6-1.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

The Contractor shall furnish all materials required to complete the work, except materials that are designated in the Specifications to be furnished by the City of Vallejo and materials furnished by the City of Vallejo in conformance with the provisions in Section 9-1.03, "Force Account Payment."

Only materials conforming to the requirements of the Contract Documents shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in the Contract Documents. The materials shall be manufactured, handled and used in a workmanlike manner to ensure completed work in accordance with the drawings and Specifications.

Materials to be used in the work will be subject to inspection and tests by the Engineer or the Engineer's designated representative. The Contractor shall furnish without charge such samples as may be required.

The Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be submitted on a form acceptable to the Engineer and shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished to the listed sources in advance of their use. The Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the City of Vallejo shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before acceptance of the Contract.

Reports and records of inspections made, and tests performed, when available at the site of the work, may be examined by the Contractor.

6-1.02 CITY FURNISHED MATERIALS

Materials which are listed as City of Vallejo-furnished materials in the special provisions will be available to the Contractor free of charge.

The Contractor shall submit a written request to the Engineer for the delivery of City of Vallejo-furnished material at least 15 days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

The City of Vallejo-furnished materials will be available to the Contractor free of charge will be designated in the special provisions. In those cases the materials shall be hauled to the site of the work by the Contractor at the Contractor's expense, including any necessary loading and unloading that may be involved. All costs of

handling and placing City of Vallejo-furnished material shall be considered as included in the price paid for the Contract item involving the City of Vallejo-furnished material.

The Contractor shall be responsible for all City of Vallejo-furnished materials furnished to the Contractor, and shall pay all demurrage and storage charges. City of Vallejo-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor at the Contractor's expense. The Contractor shall be liable to the City of Vallejo for the cost of replacing City of Vallejo-furnished material, and those costs may be deducted from any moneys due or to become due the Contractor. All City of Vallejo-furnished material that is not used on the work shall remain the property of the City of Vallejo and shall be delivered to the Engineer's designated location at no cost to the City.

6-1.03 STORAGE OF MATERIALS

Articles or materials to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

6-1.04 DEFECTIVE MATERIALS

All materials which the Engineer has determined do not strictly conform to the requirements of the Contract Documents will be rejected whether in place or not. The rejected materials shall be removed immediately from the site of the work, unless otherwise permitted in writing by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless authorization in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under the provisions in this section, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

If nonconforming work, materials, or equipment not meeting the requirements and intent of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or the City of Vallejo agrees in writing to accept the nonconforming work, materials, or equipment, Contractor agrees to sign a Contract Change Order or otherwise reimburse City of Vallejo in a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that the City of Vallejo will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing the City of Vallejo's damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the City of Vallejo's recovery from Contractor of the full and complete cost and expense of remedying nonconforming work, materials, or equipment.

Re-examination of any work may be ordered by the Engineer, and such work must be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

6-1.05 TRADE NAMES AND ALTERNATIVES

For convenience in designation on the Contract Documents, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and the manufacturer's catalogue information. The use of an alternative article or material which is of equal or superior quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor, and the Contractor shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials, and the Engineer's decision shall be

final.

Whenever the Contract Documents permit the substitution of a similar or equivalent material or article, no tests or action relating to the acceptance of the substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Request for such substitution shall be made in writing by the Contractor within thirty (30) days of the Notice to Proceed. Failure by the Contractor to request substitution within thirty (30) days of the Notice to Proceed constitutes an agreement by Contractor to furnish only the materials or equipment listed in the Contract Documents. Until and unless such substitutions are authorized in writing by the Engineer, no deviations from the specifications shall be allowed.

6-1.06 PLANT INSPECTION

The Engineer may inspect the production of material or the manufacture of products at the source of supply.

Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer or the Engineer's authorized representative shall have free entry at all times to those parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The City of Vallejo assumes no obligation to inspect materials at the source of supply.

6-1.07 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance shall be furnished prior to the use of any materials for which the Contract Documents require that a certificate be furnished. In addition, when so authorized in the Contract Documents, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract Documents. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

The City of Vallejo reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

6-1.08 FOREIGN MATERIALS

Materials which are manufactured, produced or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise required in the Contract Documents, where they shall be retained for a sufficient period of time to permit inspection, sampling and testing.

Attention is directed to the provisions in Section 8-1.07, "Liquidated Damages." The Contractor shall not be entitled to an extension of time for acts or events occurring outside of the United States, and it shall be the Contractor's responsibility to deliver materials obtained from outside of the United States to the point of entry into the continental United States in sufficient time to permit timely delivery to the job site.

The Contractor, at no cost to the City of Vallejo, shall supply the facilities and arrange for any testing required in California which the City of Vallejo is not equipped to perform. All testing by the Contractor shall be subject to witnessing by the Engineer.

The manufacturer, producer or fabricator of foreign material shall furnish to the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." In addition, certified mill test reports clearly identifiable to the lot of material shall be furnished where required in the Contract Documents or otherwise requested by the Engineer.

If the welding of steel for structural steel members or the casting and prestressing of precast, prestressed concrete members is to be performed outside of the United States, the following requirements shall apply:

A. The fabrication shall be performed only within the plants and by fabricators who have previously established, to the satisfaction of the Engineer, that they have the experience, knowledge, trained manpower, quality controls, equipment and other facilities required to produce the quality and quantity of work required. At the option of the Engineer, prequalification of the plant and fabricator will be established either by the submission of detailed written proof thereof or through in-plant inspection by the Engineer or the Engineer's representative, or both.

B. The Contractor shall make written application to the Engineer for acceptance for the foreign fabrication at the earliest possible time and in no case later than 50 days in advance of the planned start of fabrication. The application shall list the specific units or portion of a work which will be fabricated outside of the United States.

C. The Contractor shall advise the Engineer, in writing, at least 20 days in advance of the actual start of any of the foreign fabrication.

D. All documents pertaining to the Contract, including but not limited to, correspondence, bid documents, working drawings and data shall be written in the English language and all numerical data shall use the International System of Units (SI) {United States Standard Measures} for measurement.

The use of steel manufactured outside of the United States as unidentified stock material, as provided in Section 55-2.07, "Unidentified Stock Material," will not be allowed.

END OF SECTION 6

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY

7-1.01 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all the Contractor's agents, employees, subcontractors and material suppliers to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City of Vallejo, and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees. If any discrepancy or inconsistency is discovered in the Contract Documents for the work in relation to any law, ordinance, regulation, order or decree, each Bidder and the Contractor shall forthwith report the same to the Engineer in writing.

7-1.01A LABOR CODE REQUIREMENTS

Attention is directed to the following requirements of the Labor Code:

7-1.01A (1) HOURS OF LABOR

Eight hours of labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, $25 for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

7-1.01A (2) PREVAILING WAGE

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the City of Vallejo or political subdivision on whose behalf the Contract is made or awarded a penalty of not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which

each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

A. The Contract executed between the Contractor and the subcontractor for the performance of work on the public works project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

B. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

C. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

D. Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City of Vallejo did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City of Vallejo. These moneys shall be retained by the City of Vallejo pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City of Vallejo has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

General prevailing wage rates are also available from the California State Department of Industrial Relations' Internet Web Site at:
http://www.dir.ca.gov/OPRL/dprewagedetermination.htm

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double

asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to Contractors for the project.

The City of Vallejo will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid and will not under any circumstances be considered as the basis of a claim against the City of Vallejo on the Contract by Contractor.

7-1.01A(2)(A) TRAVEL AND SUBSISTENCE PAYMENTS

Attention is directed to the requirements in Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in conformance with the requirements in Labor Code Section 1773.8.

Full compensation for conforming to the requirement of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

7-1.01A(3) PAYROLL RECORDS

Attention is directed to the requirements in Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

A. Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   1. The information contained in the payroll record is true and correct.

   2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

   1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

   2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the Contract,

the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

D. A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated.

F. The Contractor shall inform the body awarding the Contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

G. The Contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by the City of Vallejo or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City of Vallejo may retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of Mobilization) during the month from the next monthly estimate, except that this retention shall not exceed $10,000 nor be less than $1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the

Contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

7-1.01A(4) LABOR NONDISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NONDISCRIMINATION CLAUSE

"During the performance of this Contract, Contractor and its SUBCONTRACTORS shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and SUBCONTRACTORS shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and SUBCONTRACTORS shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its SUBCONTRACTORS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

7-1.01A(5) APPRENTICES

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works Contract. Responsibility for compliance with this section lies with the Contractor.

It is City of Vallejo policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

A. Only registered apprentices within a written agreement in an approved apprentice-training program providing no less than 2,000 hours of continuous employment and education are eligible for employment on public works (in compliance with Labor Section 3077).

B. A contractor is no longer required to submit Form DAS-7, but must submit award information to the local applicable joint apprenticeship committee. The award information must include:

- an estimate of the journeyman hours;
- the number of apprentices to be employed; and
- the approximate dates of apprentice employment.

C. The minimum statutory 1:5 hourly ratio of work stipulates that no less than one hour of apprentice work for every five hours of journeyman labor on any day of work. (Any journeyman work performed beyond 8 hours per day or 40 hours per week shall not be used to calculate the hourly ratio). This section shall not apply to specialty contractors or general contractors whose contracts involve less than Thirty Thousand Dollars ($30,000.00) or 20 working days.

The Division of Apprenticeship Standards may grant a certificate exempting the contractor from the minimum 1:5 hourly ratios under any one of the following:

Unemployment exceeds an average of 15% in the area for the previous 3-month period;

The number of apprentices in training in such area exceeds a ratio of 1:5;

The apprentice able craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either locally or statewide;

The specific task would jeopardize the apprentice's life or public safety or no training can be provided to an apprentice by a journeyman for the specific task.

D. Apprentices employed on public works projects can only be assigned to perform work of the craft or trade to which the apprentice is registered.

E. All contractors with employees in any apprentice able occupation, regardless of the actual employment of journeymen or apprentices for the awarded public work, must either contribute to the local training trust fund or to the California Apprenticeship Council, P.O. Box 603, San Francisco, CA 94101 (as set forth in Section 227).

F. All violations of Section 1777.5 shall pay a civil penalty of Fifty Dollars ($50.00) for each calendar day of noncompliance.

All willful violations of Section 1777.5 shall pay the $50.00 fine for each calendar day of noncompliance and shall be denied the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and up to three years for any additional violations.

Compliance disputes arising under Section 177.5 shall be adjudicated under 8 California Code of Regulations, Article 1.

G. Within five (5) days of a public works contract award, the awarding agency must send a copy of the award to the Division of Apprenticeship Standards under Section 1773.3.

Within five (5) days of finding any discrepancy regarding the hourly ratio of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

H. The Contractor shall be responsible for compliance for all apprentice able occupations within these sections.

7-1.01A(6) WORKERS' COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the 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, and I will comply with such provisions before commencing the performance of the work of this Contract."

This certification is incorporated in the Contract by reference, and signature and return of the Contract as provided in Section 3-1.03, "Execution of Contract," shall constitute signing and filing of the certificate.

7-1.01A(7) SUITS TO RECOVER PENALTIES AND FORFEITURES

Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or Contract provisions based on those laws.

Those sections provide that a suit on the Contract for alleged breach thereof in not making the payment is the exclusive remedy of the Contractor or the Contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the Contract and the formal acceptance of the job.

7-1.01B FAIR LABOR STANDARDS ACT

The attention of Bidders is invited to the fact that the City of Vallejo has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in highway construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060).

7-1.01C CONTRACTOR'S LICENSING LAWS

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. Contractor shall be properly licensed at all times during the performance of the work and performance of the Contract.

All Bidders and Contractors shall be licensed in accordance with the laws of this State and any Bidder or Contractor not so licensed is subject to the penalties imposed by those laws.

Attention is also directed to the requirements in Public Contract Code Section 10164. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

7-1.01D VEHICLE CODE

Pursuant to the authority contained in Vehicle Code Section 591, the City of Vallejo has determined that within those areas that are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code.

Attention is directed to the statement in Vehicle Code Section 591 that this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

7-1.01E TRENCH SAFETY

Attention is directed to the requirements in Section 6705 of the Labor Code concerning trench excavation safety plans.

The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, waste water, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drain pipes, these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces," of the General Industrial Safety Orders contained in Title 8 of the California Administrative Code.

In the event that this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. Said detailed design plan and subsequent excavating operations shall fully comply with all local, state and federal regulations including, but not limited to, the Construction Safety Orders, Section 1539, Permits and Section 1540 et seq., Excavation.

7-1.01F AIR POLLUTION CONTROL

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the highway right of way.

7-1.01G WATER POLLUTION CONTROL

7-1.01G(1) GENERAL

The intent of these requirements is to enforce federal, state, and other local agency regulation prohibiting storm water pollution from construction sites. The storm drain system discharges directly to creeks and the San Francisco Bay without treatment. Therefore, pollutant discharge into the storm drain system is strictly

prohibited. Here pollutant discharge means any substance, material, or waste, and discharges NOT permitted under the National Pollutant Discharge Elimination System (NPDES) regulated by the State of California Regional Water Quality Control Board (RWQCB) or the United States Environmental Protection Agency (EPA) other than uncontaminated stormwater.

The Contractor shall conform to all applicable local, state, and Federal regulations and laws pertaining to water pollution control. As applicable, the Contractor shall obtain Water Pollution Control Permits and file all documents including, but not limited to, the State of California Construction General Permit, Stormwater Pollution Prevention Plan. The Contractor shall conduct and schedule operations and follow and implement Best Management Practices (BMPs) in such a manner as to prevent water pollution. The Contractor shall also conform to the following requirements:

1) Sediments shall not be discharged to a storm drain system or receiving waters. In this subsection, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters and paved surfaces. In this subsection "receiving waters" shall include channels, watercourses, creeks, lakes, the Mare Island Strait, the Carquinez Strait, and the San Francisco Bay.

2) Sediments generated on the Work site shall be contained within the Work site using appropriate BMPs.

3) No construction-related materials, waste, spill, or residue shall be discharged from the Work site to streets, drainage facilities, receiving waters or adjacent property by wind or runoff.

4) Non-storm water runoff from equipment, vehicle washing, or any other activity shall be contained within the Work site using appropriate BMPs.

5) Erosion shall be prevented. Erosion-susceptible slopes shall be covered, planted, or otherwise protected in a way that prevents discharge from the Work site.

In this subsection, the term "storm drain system" shall include water conduits, storm drain inlets and other storm drain structures, street gutters and paved surfaces, channels, watercourses, creek, lakes, the estuary, and the San Francisco Bay.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program.

The City of Vallejo will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

Nothing in the terms of the Contract Documents nor in the provisions in this Section 7 1.01G Water Pollution Control shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

7-1.01G(2) BEST MANAGEMENT PRACTICES (BMP)

For the purpose of eliminating stormwater pollution, the Contractor shall implement effective control measures known as Best Management Practices (BMPs). BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent pollutant discharge directly or directly into the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate stormwater pollution.

The Contractor shall implement and maintain such BMPs as are relevant to the work, and as are specifically required by the project drawings or Specifications. The Contractor shall be responsible throughout the Contract

duration for installing, constructing, inspecting, maintaining, removing and disposing of BMPs for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control. Unless otherwise directed by the Engineer, the Contractor shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the Work. Guidance for appropriate implementation of BMPs can be found in the 7-1.01G(5) Reference Publications, below.

7-1.01G(3) STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

When so specified in the Specifications, or if required by a jurisdictional regulatory agency, the Contractor shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall conform to the requirements specified in the Specifications and those of the jurisdictional regulatory agency. The Notice of Intent will be filed by the City.

7-1.01G(4) DEWATERING

Dewatering shall be performed by the Contractor when specifically required by the project drawings or Specifications, and as necessary for construction of the Work. Dewatering shall be performed in conformance with all applicable local, state and Federal laws and permits issued by jurisdictional regulatory agencies. Permits necessary for treatment and disposal of accumulated water shall be obtained by the Contractor or the Agency as specified in the Special Provisions. Accumulated water shall be treated prior to disposal if so specified in the Specifications or required by a permit. The contractor shall submit a working drawing and related supporting information detailing its proposed plan and methodology and treatment and disposal of accumulated water. To the maximum extent practical, the Contractor shall reuse non-toxic, de-silted water for other onsite needs, such as dust control and irrigation.

The plan shall identify the location, type and size of dewatering devices and related equipment, the size and type of materials composing the collection system, the size and type of equipment to be used to retain and, if required, treat accumulated water, and the proposed disposal locations. If the proposed disposal location is a sanitary sewer, the Contractor shall submit to the Engineer written evidence of permission from the owner. If the proposed disposal location is a storm drain system or receiving body of water, the Contractor shall submit written evidence of permission from the owner of the storm drain system and, if not obtained by the City, original signed permits from jurisdictional regulatory agencies or written evidence that such permits are not required.

7-1.01G(5) REFERENCE PUBLICATIONS

Reference publications are as follows:

1. California State Water Resources Control Board (SWRCB) Construction General Permit Order 2009-009-DWQ adopted on September 2, 2009. Available at: the following website: http://www.swrcb.ca.gov/board_decisions/adopted_orders/water_quality/2012/wqo2012_0006_dwq.pdf

2. California Stormwater Quality Association (CASQA) Stormwater Best Management Practice Handbook. Available at: the following website: www.casqa.org/resources/bmp-handbooks/construction

3. Erosion and Sediment Control Field Manual, San Francisco Regional Water Quality Control Board (SFRWQCB) Available from Friends of the San Francisco Estuary, 1515 Clay Street, Suite 1400, Oakland, CA 94612 (510) 622-2419 or (510) 622-2337. Available at: the following website: www.abag.ca.gov/abag/overview/pub/erosion.html

4. Manual of Standards for Erosion and Sediment Control Measures. Association of Bay Area Governments (ABAG.) Available from ABAG, 101 8th Street, Oakland, CA 94607, (510) 464-7900. Available at: the following website: www.abag.ca.gov/abag/overview/pub/erosion.html

5. CalTrans Stormwater Quality Handbooks. Available at: the following website: www.dot.ca.gov/hq/construc/stormwater/CSBMPM_303_Final.pdf

7-1.01G(6) MATERIAL STORAGE

Storage and exposure of raw materials, by-products, finished products, and containers shall be controlled as described below:

1. All construction materials shall be stored at least ten feet away from inlets, catch basins, and curb returns. The Contractor shall not allow any material to enter the storm drain system. Measures shall be taken to maintain a neat and protected pile. At the end of each working day, the Contractor shall collect and dispose of all scrap, debris, and waste material excluding materials set aside for recycling and salvage. Materials set aside for recycling and salvage shall be delivered to the recycling station within five days.

2. Materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system require special storage. During wet weather or when rain is forecast, the Contractor shall store such materials inside a building or cover them with a tarp or other waterproof material secured with weighted tires or sandbags to prevent contact with rain.

3. The Contractor is reminded that storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuels; and all hazardous wastes such as waste oil, must meet all federal, state and local standards and requirements.

7-1.01G(7) PAVEMENT SAW CUTTING OPERATIONS

The Contractor shall prevent any saw cutting debris from entering the storm drain system. The Contractor shall preferably use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all wastewater by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all wastewater and solids. The Contractor shall allow collected water to evaporate, as approved by the Engineer, if the wastewater volume is minimal and if maintaining the ponding area does not interfere with public use of the street area, create a safety hazard, or does not create standing water that remains longer than 72 hours. If the Engineer approves, the Contractor may direct or pump saw cutting wastewater to a dirt area for infiltration. This dirt area shall be adequate to contain all the wastewater. After wastewater has infiltrated, all remaining saw cutting residue must be removed and disposed of properly.

With the approval of Vallejo Flood and Wastewater District (VFWD) and the Engineer, de-silted water may be pumped to the sanitary sewer to assist in the evaporation or infiltration process. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly. If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the Engineer's approval the Contractor shall filter the saw-cutting wastewater through filtering materials and methods meeting ABAG Standards for Erosion and Sedimentation Control Measures (latest edition) before discharging this wastewater to the storm drain.

7-1.01G(8) PAVEMENT OPERATIONS

The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing the following Best Management Practices:

a. No paving during wet weather.

b. Store materials as required by 7-1.01G(6) Material Storage,

c. Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc.

d. Place drip pans or absorbent materials under paving equipment when not in use. During wet weatherstore contaminated paving equipment indoors or cover with tarp or other waterproof covering.

e. Sweep work site daily to prevent sand, gravel or excess asphalt from entering, or being transported by rain, into the storm drain system.

f. Keep ample supplies of drip pans or absorbent materials on-site.

g. If paving involves Portland cement concrete, refer to 7-1.01G(6) Material Storage.

7-1.01G(9) CONCRETE OPERATIONS

The Contractor shall prevent pollutant discharge from concrete operations by using measures to prevent run-on and runoff pollution, by properly disposing of wastes, and by implementing the following BMPs:

a. Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.

b. Avoid mixing excess amounts of Portland cement materials.

c. Do not wash out concrete trucks into storm drains, open ditches, streets, streams etc. Whenever possible, perform washout of concrete trucks off site where discharge is controlled and not permitted to discharge to the storm drain system.

For on-site washout:

i. Locate washout area at least 50 feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Prevent runoff from this area by constructing a temporary pit or bermed area large enough to store the liquid and solid waste.

ii. Wash out concrete wastes into the temporary pit where the concrete can set, be broken up and then disposed of properly. If the water volume greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Otherwise, allow wash water to settle, then filter and pump it to the sanitary sewer with approval from VSFCD and the Engineer. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.

d. Dispose of wastewater from exposed aggregate washing to a dirt area adequate to contain all the wastewater. Once the wastewater has infiltrated, remove any remaining residue. If a suitable dirt area is not available, filter the wash water through straw bales or other filtering materials meeting ABAG Standards for Erosion and Sediment Control Measures before discharging the wash water to the sanitary sewer with approval from VSFCD and the Engineer.

e. Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

7-1.01G(10) GRADING AND EXCAVATION OPERATIONS

The Contractor shall implement sedimentation and erosion control measures to prevent sediments or excavated material from entering the storm drain system.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards for Erosion and Sediment Control Measures and/or the procedures and methods described in the SFRWQCB Erosion and Sediment Control Field Manual.

At a minimum, the Contractor shall install filter materials (such as sandbags, filter fabric, etc.) at storm drain inlet(s) located in and downstream of the project site. These materials must be in place between October 15 and April 15 and also when rain is forecast within 24 hours. The Contractor shall install filter materials or seal all surface inlet openings during the dry season or if there is potential for sediment or excavated material to be discharged to the storm drain system during the construction operation (e.g. sediments and debris tracked by construction vehicles, wind-blown or transported by other runoff). The storm drain inlets shall be sealed such that they can be opened in an emergency and unblocked at the end of each working day, so that no property is damaged as a result of accidents or overflows.

Sedimentation and erosion control/filter materials shall be placed in a manner to restrain any debris or sediment from flowing into the storm drain system. Said materials or control devices shall also be maintained and/or replaced as necessary to ensure effective sediment control and to prevent flooding.

7-1.01G(11) SPILL PREVENTION AND CONTROL

The Contractor shall take all precautions to prevent accidental spills during construction. However, in the event of a spill, the Contractor shall immediately contain any leaks/spills to prevent them from entering the storm drain system. The Contractor shall properly clean up and dispose of spilled wastes and resulting clean-up materials. If the spilled waste is hazardous, the Contractor shall comply with all federal, state and local hazardous waste requirements.

a. The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.

b. The Contractor shall report any hazardous materials spill immediately to the Vallejo Fire Department, the Solano County Department of Resource Management Environmental Services Division Hazardous Materials Section and other state and local agencies as required by state and local regulations.

7-1.01G(12) VEHICLE/EQUIPMENT CLEANING

The use of soaps, solvents, de-greasers, steam cleaning equipment or equivalent methods for vehicle or equipment cleaning on-site or in the street is not permitted. Vehicle or equipment may be cleaned only with water in a designated, bermed area of adequate size. Rinse water may not runoff site or into the storm drain system. The rinse-water shall be permitted to infiltrate in dirt area or shall be discharged to the sanitary sewer with the approval of VFWD and the Engineer.

The Contractor shall dispose of wash water from the cleaning of water-based paint equipment and tools to the sanitary sewer.

When using oil-based paint the Contractor shall, to the maximum extent practicable, filter the paint thinner and solvents for reuse. Any waste thinner, solvent, and sludge from the cleaning of equipment and tools shall be disposed as hazardous waste.

7-1.01G(13) CONTRACTOR TRAINING AND AWARENESS

The Contractor shall train all employees on the water pollution prevention requirements contained in these specifications. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

The Contractor shall mark all new catch basins constructed as part of the project with storm drain markers with the logo "No Dumping: Drains to the Bay". Storm drain markers shall be approved by the City Engineer.

7-1.01G(14) GOOD HOUSEKEEPING PRACTICES

The Contractor shall implement the following applicable good housekeeping practices.

a. Store all materials that have the potential to be transported to the storm drain system by storm runoff or by a spill under cover in a contained area or in sealed waterproof containers.

b. Use ground tarps to collect fallen debris or splatters that could contribute to storm water pollution.

c. Secure opened bags of cement, and other light materials or powders that can be transported by wind.

d. Pick up litter, construction debris and other wastes daily from outside areas including the sidewalk area, gutter, street pavement and storm drains impacted by the project. Store all wastes in covered containers or dispose of immediately. Arrange for appropriate collection of those materials separated for recycling.

e. Dispose of wash water to the sanitary sewer with the approval of VSFCD and the Engineer or recycle wash water. Refer to 7-1.01G(9) Concrete Operations.

f. Inspect vehicles and equipment arriving on-site for leaking fluids and promptly repair leaking vehicles and equipment. Use drip pans to catch leaks until repairs are made.

g. Avoid spills by handling materials carefully. Keep a stockpile of spill materials, such as rags or absorbents, readily accessible on-site. Clean up all spills immediately to prevent any material from being discharged to the storm drain system. Refer to 7-1.01G(11) Spill Prevention and Control.

h. Train employees regularly on good housekeeping practices and BMPs. Assign specific employees responsibility for BMPs, good housekeeping practices, and actions to take in the event of a spill. Refer to 7-1.01G(13) Contractor Training and Awareness.

i. Maintain and replace all sediment and water pollution control devices as necessary to ensure that said controls are working effectively (e.g. inspect all sediment ponds or sandbag sedimentation/filtering systems after each rain. Remove accumulated sediment and debris and replace or repair damaged sandbags immediately.)

7-1.01G(15) PAYMENT

Unless otherwise specified in the Specifications, payment for implementation and maintenance of BMPs, implementing SWPPP measures and other work of this section (including dewatering) shall be deemed included in the price paid for associated contract bid items, and no additional payment shall be made therefor.

7-1.01G(16) ENFORCEMENT

Various sections of the Vallejo Municipal Code12.41 enforce section 7.101G. City enforcement may include, but is not limited to: citations, abatement orders, bills for City cleanup costs and administration, civil suits, and criminal charges. City enforcement actions do not void or suspend any enforcement actions by other agencies. At a minimum, the Contractor shall implement the storm water Clean Water Program BMPs listed in 7-1.01G(1) General, or implement equally effective alternatives approved by the Engineer on all projects within the City of Vallejo.

7-1.01H USE OF PESTICIDES

The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, City of Vallejo Standard Specifications and all other agencies which govern the use of pesticides required in the performance of the work on the Contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

7-1.01I SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m. shall not exceed 50 dBA and between the hours of 7:00 a.m. and 9:00 p.m. shall not exceed 80 dBA at a distance of 50 feet.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

7-1.01J ASSIGNMENT OF ANTITRUST ACTIONS

The Contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the Contractor and the Contractor's subcontractors:

"In entering into a public works Contract or a subcontract to supply goods, services, or materials pursuant to a

public works Contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

7-1.02 LOAD LIMITATIONS

Unless expressly permitted in the special provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the project, whether or not the area is subject to weight limitations under Section 7-1.01D, "Vehicle Code," except as hereinafter provided in this Section 7-1.02.

After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks used to haul treated base, Portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 300 m {1,000 feet} ahead of spreading equipment except in locations where Specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by Specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Engineer.

Within the limits of the project and subject to the control of the Engineer, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Engineer and shall repair any damage caused by the operations, the Contractor will be permitted to:

Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

Cross bridge structures that are not open to public traffic and which are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set

forth in Division 15 of the Vehicle Code, but not exceeding the load limitations hereinafter specified, provided that the Contractor furnishes to the Engineer the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:

> *The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 12,700 kg {28,000 pounds} for single axles, (2) 21,700 kg {48,000 pounds} for tandem axles, nor (3) 27,200 kg {60,000 pounds} total gross load for single vehicles or 50,000 kg {110,000 pounds} total gross load for truck and trailer or semi-trailer combinations.*

The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.

Allowable Construction Loading On Bridges For 2 and 3 Axle Earthmovers	
Spacing of Bridge Girders (center to center in meters {feet})	Maximum Axle Loading (in kilograms {pounds})
1.2 {4}	12,700 {28,000}
1.5 {5}	13,100 {29,000}
1.8 {6}	13,600 {30,000}
2.1 {7}	14,500 {32,000}
2.4 {8}	15,400 {34,000}
2.7 {9}	16,700 {37,000}
3.0 {10} and over	18,000 {40,000}
Minimum axle spacing: For 3-axle earthmovers Axles 1 to 2 = 2.4 m {8 feet} Axles 2 to 3 = 6.1 m {20 feet} For 2-axle earthmovers Axles 1 to 2 = 6.1 m {20 feet}	

Move equipment within the limits of the project over completed or existing base, surfacing, pavement and structures, whether or not open to the public, in accordance with the limitations and conditions in the "Permit Policy" of the City of Vallejo of Transportation.

Within the limits of the project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the drawings. If the conditions are not set forth on the drawings, the provisions in the first paragraph in this Section 7-1.02 will apply.

Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the Contract, in order to facilitate the Contractor's own operations, the Contractor may request the Engineer to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 59 000 kg {130,000 pounds} per single axle or pair of axles less than 2.4 m {8 feet} apart, or above 149 000 kg {330,000 pounds} total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised drawings would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised drawings, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or structures. If the Engineer determines that strengthening the structure or structures will be permitted, the Engineer will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised drawings could be furnished. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a change order providing for the agreed upon alterations.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that,

within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statements in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his/her equipment and the protection of the public from injury and damage from such equipment.

7-1.03 PAYMENT OF TAXES

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate or any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City of Vallejo, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

7-1.04 PERMITS AND LICENSES

The City will waive all required City of Vallejo permit fees for this project.

The Contractor and all subcontractors shall obtain and keep current for the duration of the project a City of Vallejo business license.

The Contractor shall give all notices required by and comply with all laws, codes, ordinances and regulations. Before installing any work, the Contractor shall carefully examine the Contract Documents for compliance with all laws, codes, ordinances and regulations and shall immediately report any discrepancy to the Engineer.

Should the Contractor proceed with the construction and/or install any utility variance, notwithstanding the fact that such installation is in compliance with the Contract Documents, or should the Contractor install any work not in compliance with all laws, codes, ordinances and regulations, the Contractor shall remove such work without cost to the City of Vallejo.

The Contractor shall commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this contract.

The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City of Vallejo has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in the Environmental Quality Act or any other authority, the Contractor shall comply with the provisions of those permits, licenses and other authorizations.

7-1.05 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and save harmless the City of Vallejo, the Director, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

7-1.06 SAFETY AND HEALTH PROVISIONS

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.

Working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

Full compensation for conforming to the provisions in this section shall be considered as included in the Contract prices paid for the various items of work involved and no separate payment will be made therefor.

7-1.07 (BLANK)

7-1.08 PUBLIC CONVENIENCE

This Section 7-1.08 defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the Contractor's operations.

Attention is directed to Section 7-1.09, "Public Safety," for provisions relating to the Contractor's responsibility for the safety of the public. The provisions in Section 7-1.09 are in addition to the provisions in this Section 7-1.08, and the Contractor will not be relieved of the responsibilities as set forth in Section 7-1.09 by reason of conformance with any of the provisions in this Section 7-1.08.

Attention is directed to Section 12, "Construction Area Traffic Control Devices," for provisions concerning flagging and traffic-handling equipment and devices used in carrying out the provisions in this Section 7-1.08 and Section 7-1.09.

In the event of a suspension of the work, attention is directed to Section 8-1.05, "Temporary Suspension of Work."

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced

under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered. Except as otherwise provided for construction area signs in Section 12, "Construction Area Traffic Control Devices," furnishing, installing and removing covers will be paid for as extra work as provided in Section 4-1.03D.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.

After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in Section 4-1.03D. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at the Contractor's expense, repair any damage to the roadbed or completed subgrade, including damage caused by the Contractor's operations or use by public traffic.

While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at locations where subgrade and paving operations are in active progress. Any shaping of shoulders or reshaping of subgrade necessary for the accommodation of public traffic thereon during subgrade preparation and paving operations will be paid for as extra work as provided in Section 4-1.03D.

Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in Section 10, "Dust Control."

The Contractor will be required to pay the cost of replacing or repairing all facilities installed under extra work for the convenience or direction or warning of public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such an extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost.

Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the Contract nor will the Contractor be relieved of cleanup and finishing operations.

Except as otherwise provided in this Section 7-1.08 or in the special provisions, full compensation for conforming to the provisions in this Section 7-1.08 shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

Contractor shall furnish, install and maintain all traffic warning and directional signs necessary to maintain the

facility in a passable condition at all times. Temporary traffic control shall meet the requirements of the latest State of California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones. The contractor shall submit a Temporary traffic control Plan for review and acceptance by the Engineer at the pre-construction meeting.

The Contractor shall designate in writing the name, address and telephone number of the employee and the superintendent to contact after working hours for the proper maintenance of barriers and signs.

Barricades of the flashing beacon variety shall be placed at each excavation site and left until the Engineer deems there is no longer a hazard.

Full compensation for furnishing all flag persons necessary for the direction of public traffic either through or around the work shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

7-1.09 PUBLIC SAFETY

It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

Attention is directed to Section 7-1.12, "Indemnification and Insurance."

Attention is directed to Section 7-1.08, "Public Convenience," for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with the Contractor's operations.

Attention is directed to Section 12, "Construction Area Traffic Control Devices," for provisions concerning flagging and traffic-handling equipment and devices used in carrying out the provisions of Section 7-1.08 and this Section 7-1.09.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the City of Vallejo, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Contract Documents.

The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, and payment therefor will be made as provided in Section 12-2.02, "Flagging Costs."

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current California Manual on Uniform Traffic Controls. Devices or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and temporary traffic control devices or any construction area signs and temporary traffic control devices for which furnishing of, or payment for, is provided elsewhere in the Specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.

The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.

Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Lanes, ramps and shoulders shall be closed in accordance with the details shown on the drawings, the provisions of Section 12, "Construction Area Traffic Control Devices," and as provided in the special provisions.

The Contractor shall notify the Engineer not less than 15 days before the anticipated start of each falsework and girder erection operation whenever the falsework or girders will reduce clearances available to public traffic.

Pedestrian openings through falsework shall be paved or provided with full width continuous wood walks and shall be kept clear. Pedestrians shall be protected from falling objects and curing water for concrete. Overhead protection for pedestrians shall extend not less than 1.2 m {4 feet} beyond the edge of the bridge deck. All pedestrian openings through falsework shall be illuminated in conformance with the provisions in Section 86-6.11, "Falsework Lighting."

Where the height of vehicular openings through falsework is less than 4.6 m {15 feet}, a W34B "Vertical Clearance" sign shall be provided above each opening facing approaching traffic. The signs shall have black letters and numbers on an orange reflectorized background and shall be illuminated so that the signs are clearly visible. The minimum height of the letters and numbers shall be 150 mm {6 inches} and 250 mm {10 inches}, respectively.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Temporary facilities which the Contractor uses to perform the work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.

Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the Contract for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for review pursuant to Section 5-1.02, "Plans and Working Drawings." The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and accepted the drawings.

Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities by extra work as provided in Section 7-1.08, "Public Convenience," or by Contract item as provided in Section 12, "Construction Area Traffic Control Devices," shall in nowise relieve the Contractor from the responsibility as provided in this Section 7-1.09.

Except as otherwise provided in this Section 7-1.09 or in the special provisions, full compensation for conforming to all of the provisions in this Section 7-1.09 shall be considered as included in the prices paid for

the various Contract items of work and no additional compensation will be allowed therefor.

The Contractor shall note that the work may be performed on or in the vicinity of private property. The Contractor shall, at all times, remove all litter, debris, and construction waste, minimize noise, dust, standing water, vibrations, hazardous conditions and provide safe access to these properties. The Contractor is prohibited from using any and all privately owned utilities. The Contractor's materials and equipment shall not be stored upon private property without written approval from the resident and/or owner.

Construction on private property during overtime, weekend, holiday or any other irregular period shall be performed only when the Contractor has requested and received written approval from the adjacent residents and the City Engineer.

No separate payment shall be made for the above considerations. Full compensation for the above construction restrictions shall be considered as included in the price paid for the various items of work involved.

7-1.10 USE OF EXPLOSIVES

Explosives shall not be used.

7-1.11 PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.12, "Indemnification and Insurance," and to Section 8-1.10, "Utility and Non-Highway Facilities." Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are not to be removed.

Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, accepted by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the Contract, if any of the objects are a part of the work being performed under the Contract. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the Contract.

Pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all site facilities and any other improvements or facilities within or adjacent to the site shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, accepted by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the Contract, if any of the objects are a part of the work being performed under the Contract. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged site facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the Contract.
The fact that any underground facility is not shown upon the drawings shall not relieve the Contractor of the responsibility under Section 8-1.10, "Utility and Non-Highway Facilities." It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which

may be subject to damage by reason of the Contractor's operations.

Any damage to private property caused by the Contractor and adjudged to be the responsibility of the Contractor by the Engineer shall be rectified to the satisfaction of the Engineer within a reasonable time, depending upon the extent of the damage. Said reasonable time shall be as determined by the Engineer, and if the condition is not rectified, the Engineer shall have the power and authority to rectify said damage and the cost thereof to be paid for by the Contractor, either by direct payment to the City of Vallejo, or by deducting said amount from moneys due the Contractor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Section 7-1.11, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

7-1.12 INDEMNIFICATION AND INSURANCE

The Contractor's obligations regarding indemnification of the City of Vallejo and the requirements for insurance shall conform to the provisions in Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

7-1.12A INDEMNIFICATION

Contractor shall, to the maximum extend allowed by law, defend, indemnify, and save harmless City of Vallejo (including its inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:

A. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, Contractor, any employees or agents of Contractor, City of Vallejo, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, its agents, employees, subcontractors or material suppliers, City of Vallejo, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

B. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor, its agents, employees, subcontractors or material suppliers;

C. Alleged infringement of any patent rights which may be brought arising out of Contractor's work;

D. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;

E. Contractor's failure to fulfill any of the covenants set forth in these Contract Documents;

F. Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,

G. Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification of City of Vallejo will not include indemnification for claims which arise as the result of the active negligence of City of Vallejo, or the sole negligence or willful misconduct of City, its agents, servants or independent contractors who are directly responsible to City, or for defects in design furnished by such persons.

7-1.12B INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. It shall be a requirement under this Agreement 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 minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

6. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
7. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **$5,000,000** per accident for bodily injury and property damage.
8. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.
9. **Installation or Property Installation Floater** coverage providing property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Vallejo's site.
10. **Contractors' Pollution Legal Liability** with limits no less than **$1,000,000** per occurrence or claim, and **$1,000,000** policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Vallejo requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Vallejo.

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the City of Vallejo. The City of Vallejo may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Vallejo.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

6. **The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
7. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self- insurance maintained by the City of Vallejo, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Vallejo.
9. The limits of Insurance required in this 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 of Vallejo before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured. Contractor agrees to endorse the City of Vallejo as an Additional Insured on the Umbrella or Excess policy, unless the Certificate of Insurance states the Umbrella or Excess policy provides coverage on a "Follow Form" basis.
10. The City of Vallejo reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

6. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
7. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
8. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
9. A copy of the claims reporting requirements must be submitted to the City of Vallejo for review.
10. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to conduct business in the state with a current Best rating of no

less than A: VII, unless otherwise acceptable to the City of Vallejo.

WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Vallejo for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish the City of Vallejo with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City of Vallejo before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Vallejo reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Failure to exercise this right shall not constitute a waiver of right to exercise later. All verification of coverage and other insurance documents shall be mailed to the following address:

City of Vallejo

Attn: Risk Manager

555 Santa Clara Street

Vallejo, CA 94590

SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Vallejo is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

PAYMENT WITHHOLD

City of Vallejo will withhold payments to Contractor if the certificates of insurance and endorsements required in this exhibit are canceled or Contractor otherwise ceases to be insured as required herein.

7-1.12B(4) ENFORCEMENT

The City of Vallejo may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the Contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish the City of Vallejo with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of Contract. In the event the Contractor fails to maintain any insurance coverage required, the City of Vallejo may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate Contractor's control over the work. The required insurance shall be subject to the review and acceptance of City of Vallejo, but any acceptance of insurance certificates by the City of Vallejo shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless the City of Vallejo, its officers, agents, and employees. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the City of Vallejo from taking other actions as is available to it under any other provision of the Contract or law. Failure of the City of Vallejo to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

7-1.12B(5) SELF-INSURANCE

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and acceptance by the City of Vallejo of evidence of the Contractor's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the City of Vallejo with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

7-1.12B(6) MISCELLANEOUS

Nothing contained in the Contract is intended to make the public or any member thereof
a third party beneficiary of the Insurance or Indemnity provisions of these Standard Specifications, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

7-1.125 LEGAL ACTIONS AGAINST THE CITY OF VALLEJO

In the event litigation is brought against the City of Vallejo concerning compliance by the City of Vallejo with State or federal laws, rules or regulations applicable to public works construction, the provisions of this Section 7-1.125 shall apply.

A. If, pursuant to court order, the City of Vallejo prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," unless the Contract is terminated as hereinafter provided.

B. If, pursuant to court order (other than an order to show cause) the City of Vallejo is prohibited from requiring the Contractor to perform all or any portion of the work, the City of Vallejo may, if it so elects, eliminate the enjoined work pursuant to Section 4-1.03, "Changes," or terminate the Contract.

C. If the final judgment in the action prohibits the City of Vallejo from requiring the Contractor to perform all or any portion of the work, the City of Vallejo will either eliminate the enjoined work pursuant to Section 4-1.03, "Changes," or terminate the Contract.

D. If the Contract is to be terminated, the termination and the determination of the total compensation payable to the Contractor shall be governed by the provisions in Section 8-1.11, "Termination of Contract."

7-1.13 DISPOSAL OF MATERIAL OUTSIDE THE PUBLIC RIGHT OF WAY

If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City of Vallejo, or, if material is to be disposed of and the City of Vallejo has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the public right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the public right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site(s) involved and has obtained the appropriate permits, licenses and clearances.

When any material is to be disposed of outside the public right of way, and the City of Vallejo has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving

the City of Vallejo from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization.

When material is disposed of as above provided and the disposal location is visible from public view, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

Where the City of Vallejo has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all Bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the City of Vallejo. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

Such arrangements are not a part of the Contract and it is expressly understood and agreed that the City of Vallejo assumes no responsibility to the Bidder or Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property, or that any material can be disposed of on the property.

In those instances in which the City of Vallejo has compiled "Materials Information" as referred to in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 7-1.13 concerning the documents.

The Bidder or Contractor shall make such independent investigation and examination as the Bidder or Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the property (if any) and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.

Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:

A. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the City of Vallejo and the property owner, or

B. Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the City of Vallejo of any and all obligations under the City of Vallejo's arrangement with the owner.

If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City of Vallejo and the Contractor shall pay those charges that are provided for in the arrangement made by the City of Vallejo with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the Contract sufficient to cover the charges for the material disposed of.

If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the Contract to cover the charges.

Before acceptance of the Contract, the Engineer may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of

either - (1), the arrangement between the City of Vallejo and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.

Full compensation for all costs involved in disposing of materials as specified in this Section 7-1.13, including all costs of hauling, shall be considered as included in the price paid for the Contract item of work involving the materials and no additional compensation will be allowed therefor.

7-1.14 COOPERATION

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. The City reserves the right to perform, or to have performed, other or additional work at or near the site (including material sources) at any time, by the use of other forces, without changing the character of the work.

When 2 or more Contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 6-2.02, "Possible Local Material Sources," or Section 6-2.03, "Mandatory Local Material Sources," each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

7-1.15 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

Upon request of the Contractor, the Director, or the Director's designated representative, may relieve the Contractor of the duty of maintaining and protecting certain portions of the work as described below, which have been completed in all respects in accordance with the requirements of the Contract and to the satisfaction of the Engineer, and thereafter except with the Contractor's consent, the Contractor will not be required to do further work thereon. In addition, the action by the Director will relieve the Contractor of responsibility for injury or damage to those completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.

However, nothing in this Section 7-1.15 providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good any defective work or materials found at any time before the formal written acceptance of the entire Contract by the Director. Furthermore, nothing in this section shall obligate the Director to relieve the Contractor for responsibility for any portion of the work and the Director may refuse to relieve the Contractor from responsibility for any reason, at the Director's (or his delegee's) sole discretion.

7-1.16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

The Contractor shall be completely responsible for the care and condition of the project improvements in their entirety until completion of the maintenance period and acceptance by the City. The Contractor shall provide all watchmen, guards, and security devices, as he/she deems necessary.

Until the acceptance of the Contract, the Contractor shall have the charge and care of the work and of the

materials to be used therein (including materials for which the Contractor has received partial payment as provided in Section 9-1.06, "Partial Payments," or materials which have been furnished by the City of Vallejo) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work, except as provided in Sections 7-1.08, "Public Convenience," and 7-1.15, "Relief From Maintenance and Responsibility." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," and in Section 19-2.04, "Slides and Slipouts," and except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of the responsibility for the work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the City of Vallejo or which have been furnished by the City of Vallejo. Storage by the Contractor shall be on behalf of the City of Vallejo and the City of Vallejo shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.

7-1.165 DAMAGE BY STORM, FLOOD, TSUNAMI OR EARTHQUAKE

Attention is directed to Section 7-1.16, "Contractor's Responsibility for the Work and Materials." In the event damage to the work is caused by a storm, flood, tsunami, earthquake or other natural disaster which constitutes an "Occurrence," as hereinafter defined, the provisions in this Section 7-1.165 shall be applicable, and the Contractor may apply in writing to the Engineer for the City of Vallejo to pay or participate in the cost of repairing damage to the work from that cause or, in lieu thereof, and at the sole discretion of the City of Vallejo, terminate the Contract and relieve the Contractor of further obligation to perform the work, subject to the following:

A. Occurrence - "Occurrence" shall include tsunamis, earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and storms, floods and other natural disasters as to which the Governor has proclaimed a state of emergency when the damaged work is located within the territorial limits to which the proclamation is applicable or, which were, in the opinion of the Engineer, of a magnitude at the site of the work sufficient to have caused such a proclamation had they occurred in a populated area or in an area in which such a proclamation was not already in effect.

B. Application by Contractor - The Contractor's written request for the City of Vallejo to pay or to participate in the cost of rebuilding, repairing, restoring or otherwise remedying the damage to the work caused by the Occurrence shall be submitted to the Engineer before performing any work other than emergency work, including emergency work necessary to provide for passage of public traffic.

C. Protecting the Work from Damage - Nothing in this section shall be construed to relieve the Contractor of the responsibility to protect the work from damage. The Contractor shall bear the entire cost of repairing damage to the work caused by the Occurrence which the Engineer determines was due to the failure of the Contractor to comply with the requirements of the Contract Documents, take the best measures to protect the work or exercise the best engineering and construction practices in the conduct of the work, and those repair costs shall be excluded from consideration under the provisions of this section.

D. Repair Work - Repair of damaged work under the provisions of this section shall be pursuant to a Contract Change Order issued hereunder and specifying the repair work to be performed on the damaged facility. The repair work shall consist of restoring the in-place construction (for the purposes of this section erected falsework and formwork shall be considered in-place construction) to the same state of completion to which the work had advanced prior to the Occurrence. Emergency work which

the Engineer determines would have been part of the repair work if it had not previously been performed, will be considered to be part of the repair work.

The City of Vallejo reserves the right to make changes in the drawings and Specifications applicable to the portions of the work to be repaired, and if those changes will increase the cost of repairing the damage over the Engineer's estimate of the cost of repair without the changes, the Contractor will be paid for the increased costs in accordance with Subsection E and the increased cost amount shall not be considered in determining the cost of repair to be borne by the Contractor under Subsection F.

Nothing in this section shall be construed to relieve the Contractor of full responsibility for the risk of injury, loss or damage to materials not yet incorporated in the work and to materials, tools and equipment (except erected falsework and formwork) used to perform the work, or to relieve the Contractor of responsibility under Section 7-1.12, "Indemnification and Insurance." The provisions of this section shall not be applicable to the repair of damage caused by an Occurrence to any portion of the work as to which the Contractor has been granted relief from maintenance and responsibility pursuant to Section 7-1.15, "Relief From Maintenance and Responsibility," or to the removal of slides and slipouts or the repair and restoration of damage to the work resulting from slides and slipouts pursuant to Section 19-2.04, "Slides and Slipouts."

E. Determination of Costs - Unless otherwise agreed between the Engineer and the Contractor, the cost of the work performed pursuant to this Section 7-1.165 will be determined in conformance with the provisions in Section 9-1.03, "Force Account Payment," except there shall be no markup allowance pursuant to Section 9-1.03A, "Work Performed by Contractor," unless the Occurrence that caused the damage was a tsunami or earthquake. The cost of emergency work, which the Engineer determines would have been part of the repair work if it had not previously been performed, will be determined in the same manner as the authorized repair work. The cost of repairing damaged work which was not in compliance with the requirements of the drawings and Specifications shall be borne solely by the Contractor, and those costs shall not be considered in determining the cost of repair under this Subsection E.

F. Payment for Repair Work - BLANK

G. Termination of Contract - If the City of Vallejo elects to terminate the Contract, the termination and the determination of the total compensation payable to the Contractor shall be governed by the provisions of Section 8-1.11, "Termination of Contract."

7-1.17 ACCEPTANCE OF CONTRACT

When the Engineer has made the final inspection as provided in Section 5-1.13, "Final Inspection," and determines that the Contract work has been completed in all respects in accordance with the Contract Documents, the Engineer will recommend that the Director formally accept the Work as complete. Upon satisfactory completion of the Work and following the written acceptance of the Work as such by the Director or the Director's designated representative, the Engineer shall recommend the acceptance of the Contract to the City Council. Upon acceptance of the Contract as complete by the City Council, the said Council shall cause a Notice of Completion to be filed and recorded in the records of the Solano County Recorder's Office.

7-1.18 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or soil or after partial payment has been made as provided in Section 9-1.06, "Partial Payments," for material delivered on the ground or stored subject to or under the control of the City of Vallejo and unused. All the material shall become the property of the City of Vallejo upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City of Vallejo and unused, as provided in Section 9-1.06.

7-1.19 RIGHTS IN LAND AND IMPROVEMENTS

Nothing in these Contract Documents shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City of Vallejo and any owner, former owner, or tenant of the land, structure, or building.

The Contractor shall not occupy City of Vallejo-owned property outside the right of way as shown on the drawings or maps, unless the Contractor enters into a rental agreement with the City of Vallejo. The agreement will be based on fair rental values.

7-1.20 PERSONAL LIABILITY

Neither the Director, the Engineer nor any other officer or authorized employee of the City of Vallejo, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Contract.

7-1.21 REPAIR OF EQUIPMENT

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment or tools used in or upon the work shall be considered a part of the work to be performed under the Contract and any laborers, workers or mechanics working on the machinery, equipment or tools, unless employed by bona fide commercial repair shops, garages, blacksmith shops or machine shops, which have been established and operating on a commercial basis for a period of at least 2 months prior to the award of the Contract, shall be subject to all the requirements relating to labor set forth in these Contract Documents.

7-1.22 NOT USED

END OF SECTION 7

SECTION 8: PROSECUTION AND PROGRESS

8-1.01 SUBCONTRACTING

The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the work under the Contractor's control.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract Documents.

The Contractor shall perform, with the Contractor's own organization, Contract work amounting to not less than 50 percent of the original total Contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total Contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. When items of work in the Engineer's Estimate are preceded by the letters (S) or (S-F), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract item bid price, determined from information submitted by the Contractor, subject to acceptance by the Engineer.

Subcontracts shall include provisions that the Contract between the City of Vallejo and the Contractor is part of the subcontract, and that all terms and provisions of the Contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer within three (3) days of the Engineer's request.

Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City of Vallejo, the subcontractor shall be removed immediately on the request of the Engineer and shall not again be employed on the work.

The roadside production of materials produced by other than the Contractor's forces shall be considered as subcontracted. Roadside production of materials shall be construed to be production of aggregates of all kinds with portable, semi portable or temporary crushing or screening, proportioning and mixing plants established or reopened for the purpose of supplying aggregate or material for a particular project or projects. The erection, establishment or reopening of the plants and the operation thereof in the production of materials for use on the work shall conform to the requirements relating to labor set forth in these Specifications and in the special provisions.

When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the Engineer, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

In no case shall the use of subcontractors in any way alter the position of the Contractor or Contractor's sureties with relation to this Contract. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

The Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workmen with respect to the project.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

8-1.02 ASSIGNMENT

The performance of the Contract may not be assigned, except upon the written consent of the Director. Consent will not be given to any proposed assignment which would relieve the original Contractor or the Contractor's surety of their responsibilities under the Contract nor will the Director consent to any assignment of a part of the work under the Contract.

The Contractor may assign moneys due or to become due the Contractor under the Contract and the assignment will be recognized by the City of Vallejo, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City of Vallejo and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject and subordinate to claims of the City of Vallejo.

8-1.03 BEGINNING OF WORK

The Contractor shall begin work within 10 calendar days after the first working day stated on the Notice to Proceed and shall diligently prosecute the same to completion within the time limit provided in the Notice to Contractors.

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving written Notice to Proceed, any work performed by the Contractor in advance of the date of Notice to Proceed shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer.

The Notice to Proceed shall constitute authority for the Contractor to enter upon the site of the work and to begin operations, upon condition that the Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance. If Contractor has not provided City of Vallejo with all documents required by these Contract Documents as of the date of the Notice to Proceed, Contractor shall not be allowed on the site of the work or allowed to start work on the Project, notwithstanding the issuance of a Notice to Proceed.

When the Contractor has started work on the Project, the Contractor shall diligently prosecute the work to completion within the time limit provided in the Contract Documents.

The counting of working days shall begin on the date stated as the first working day on the Notice to Proceed, whether or not Contractor is allowed on the work site due to Contractor's failure to furnish City of Vallejo with all documentation required by these Contract Documents. In no event shall there be a period of time greater than thirty (30) days, from the time the Contract forms are first received by the Contractor and the commencement of the contract time, regardless of the receipt or lack thereof by City of Vallejo of all documents required by these Contract Documents. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these Specifications and the special provisions.

The Contractor, Architect, City representatives and other interested parties shall meet at a pre-construction conference to be scheduled after execution of the construction Contract and prior to the start of construction. The purpose of this conference is to review including but not limited to job schedules, traffic control, City policies, and to discuss various other aspects of the work and to clarify procedures.
The Contractor shall submit the following to the City Engineer by the date of the pre-construction conference:

A. Detailed CPM Construction Schedule (MS Project or Primavera P6) for review.
B. Traffic Control Plan.
C. All other material or required submittals for review. All submittals shall be in writing.
D. "Notice" to homeowners, residents, commuters and/or affected parties, per section 12-4.01A of the Technical Specifications, for review.

8-1.04 CONSTRUCTION AND MATERIALS

1. Materials and Tests

   The Contractor shall furnish written laboratory reports from a reputable testing or inspection agency acceptable to City of Vallejo, or written certification from the manufacturer as to compliance with the Specifications as to the composition, durability and performance of all materials used in the project. Certain specification sections may require special items or materials to be included in the submittal.

2. City Furnished Materials

   The City will furnish to the Contractor free of charge for use under these Specifications the following materials:

   (See Technical Specifications)

3. Water

   The Contractor can purchase water for use on the project from the City of Vallejo at a cost of $3.53 per unit (100 cu. Ft.) or the most current rate of water used. Water is to be drawn from a Water Division designated fire hydrant after the Contractor has applied to the Water Division for a temporary water meter. A refundable $1,200.00 deposit is required for each temporary water meter at the time of application. There is a non-refundable service charge of $105.00 a month. The Water Division reserves the right to increase the deposit or service charge at any time without notice.

4. Sequence of Construction to Maintain and Control Traffic

   The Contractor must submit a detailed schedule of operations and a traffic management plan to the Engineer for review and acceptance prior to starting work on the project.

   See "Traffic Control" of these Specifications and the project Technical Specifications for compensation.

5. Construction Upon Private Property

   The Contractor shall note that the work may be performed on or in the vicinity of private property. The Contractor shall, at all times, remove all litter, debris, and construction waste, minimize noise, dust, standing water, vibrations, hazardous conditions and provide safe access to these properties. The Contractor is prohibited from using any privately owned utilities. The Contractor's materials and equipment shall not be stored upon private property without written approval from the resident and/or owner.

   Construction on private property during overtime, weekend, holiday, or any other irregular period shall be performed only when the Contractor has requested and received written approval from the adjacent residents and the City Engineer.

No separate payment shall be made for the above considerations. Full compensation for the above construction restrictions shall be considered as included in the price paid for the various items of work involved.

6. Watermain Tie-Ins

If a watermain tie-in is required, work shall conform to City Standard Specification Section 4.3.9, "Connecting to Existing main" including, but not limited to the following or as directed by the Engineer:

A. The Contractor is responsible for calling the City Maintenance Division at (707) 648-4529 when they are ready to perform the tie-in, (Maintenance requires 48 hours' notice). The Maintenance Inspector shall be present before, during, and after the tie-in is completed, to ensure that the trench is completely back filled before the water is turned on. If the Contractor fails to coordinate the tie-in with the Maintenance Inspector, the said tie-in will not be accepted.

B. If the Contractor schedules a tie-in with the Maintenance Inspector and is not ready for the tie-in on the scheduled date, the contractor will be charged for the Maintenance Inspector's time, unless the Contractor cancels the inspection 24 hours in advance.

7. As-Built Drawings

The Contractor shall always keep an up to date complete and accurate set of record prints, which shall be corrected regularly, showing every change from the Contract Documents, including all addendums, Change Orders, RFIs, etc. Upon completion of the work, a set of as-built prints shall be made by the Contractor after consultation with the Engineer and all changes noted. All changes shall be neatly and legibly drawn to scale on the set of prints using standard architectural or engineering drafting practices.

8. Hazardous Waste in Excavation

If the Contractor encounters material which the contractor has reason to believe may be hazardous waste as defined by Section 25117 of the Health and Safety Code, the contractor shall immediately so notify the Engineer in writing. All work in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling work by more than one (1) working day, the Contractor shall be granted an extension of time as provided in Section 8-1.07, "Liquidated Damages," of the General Provisions.

The City reserves the right to use other forces for exploratory work to identify and determine the extent of hazardous material and for removing such material.

9. Changed Conditions

a. Differing Site Conditions

The requirements specified in Section 4-1.06 of the State Standard Specifications for differing site conditions apply to this project.

b. Suspensions of Work Ordered by the Engineer

If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- When a major item of work, as defined elsewhere in the contract, is increased more than 125 percent, or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion more than 125 percent of the original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

8-1.05 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part, for any time period as the Engineer deems necessary, due to unsuitable weather, or to such other conditions considered unfavorable for the suitable prosecution of the work, or for any time period as the Engineer deems necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, or for any other reason. The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or accepted in writing by the Engineer, or as directed by the Engineer.

In the event that a suspension of work is ordered as provided above, and should that suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the Contract; or by reason of weather conditions being unsuitable for performing any item or items of work, which work, in the sole opinion of the Engineer, could have been performed prior to the occurrence of the unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at the Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of that suspension as provided in Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," and as specified in the special provisions for the work. In the event that the Contractor fails to perform the work above specified, the City of Vallejo will perform that work and the cost thereof will be deducted from moneys due or to become due the Contractor.

In the event that a suspension of work is ordered by the Engineer due to unsuitable weather conditions, and in the sole opinion of the Engineer, the Contractor has prosecuted the work with energy and diligence prior to the time that operations were suspended, the cost of providing a smooth and unobstructed passageway through the work will be paid for as extra work as provided in Section 4-1.03D or, at the option of the Engineer, that work will be performed by the City of Vallejo at no cost to the Contractor.

If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to other conditions considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Section 8-1.06, "Time of Completion." If a portion of work at the time of the suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the current controlling operation or operations.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in Section 8-1.06, "Time of Completion."

No Contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this Contract.

Any Contract adjustment warranted due to suspension of work ordered by the Engineer will be made in the same manner as provided for right of way delays in Section 8-1.09, "Right of Way Delays."

In the event of a suspension of work under any of the conditions set forth in this Section 8-1.05, the suspension of work shall not relieve the Contractor of the responsibilities as set forth in Section 7, "Legal Relations and Responsibility."

8-1.06 TIME OF COMPLETION

The Contractor shall complete all or any designated portion of the work called for under the Contract Documents in all parts and requirements within the time set forth in the Contract Documents.

A working day is defined as any day, except as follows:

A. Saturdays, Sundays and legal holidays;

B. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations; or

C. Days on which the Contractor is prevented, by reason of requirements in "Maintaining Traffic" of the special provisions, from working on the controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current

controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.

The current controlling operation or operations is to be construed to include any feature of the work (e.g., an operation or activity, or a settlement or curing period) considered at the time by the Engineer and the Contractor, which, if delayed or prolonged, will delay the time of completion of the Contract.

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Engineer. The Contractor will be allowed 15 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Engineer; otherwise, the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contract for the preceding week, the number of working days of time extensions being considered or accepted, the number of working days originally specified for the completion of the Contract and the number of working days remaining to complete the Contract and the extended date for completion thereof, except when working days are not being charged in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work."

8-1.07 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract in all parts and requirements is not completed within the number of working days as set forth in the Contract Documents, damage will be sustained by the City of Vallejo, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City of Vallejo will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the City of Vallejo, the sum set forth in the Contract Documents per day for each and every calendar day's delay in completing the work in excess of the number of working days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the City of Vallejo may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the Contract Documents for the completion of the work caused by acts of God or of the public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes**,** provided that the Contractor shall notify the Engineer in writing of the causes of delay within 3 days from the beginning of that delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources in a diligent and timely manner, and further proof in the form of supplementary progress schedules, as required in Section 8-1.04, "Progress Schedule," that the inability to obtain the materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

Except for the additional compensation provided for in Section 8-1.09, "Right of Way Delays," the Contractor shall have no claim for damage or compensation for any delay or hindrance.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in this Section

8-1.08 TERMINATION OF CONTROL

Whenever, in the opinion of the City of Vallejo, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence specified in the Contract; or if Contractor should refuse or fail to comply with laws, ordinances, or directions of the Engineer; or if Contractor should fail to make prompt payments to subcontractors or for labor or materials; or otherwise be in breach of this Contract; the City of Vallejo may give written notice of at least five (5) calendar days to the Contractor and Contractor's sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

If the Contractor should be adjudged a bankrupt, or make an assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, the City of Vallejo may declare the Contractor's control over the work terminated, and so notify the Contractor and Contractor's sureties.

Upon such termination, the City of Vallejo may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the City of Vallejo assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the City of Vallejo agrees to pay for such materials and the use of said equipment at a reasonable compensation.

Upon such termination or the City of Vallejo's declaration that the Contractor is in default, the City of Vallejo may direct the surety to complete, or cause to be completed, the Contract work, or the City of Vallejo may direct that all or any part of the work be completed by day labor, or by employment of other contractors on informal contracts, or both. If the City of Vallejo directs the surety to complete or cause to be completed, the Contract work, Contractor's performance bond surety agrees to immediately undertake to complete or cause to be completed, all Contract work. If surety fails or refuses to immediately complete or cause to be completed, all Contract work, surety agrees that damage will be sustained by the City of Vallejo, and that it is and will be impracticable to determine the actual amount of damage by reason of such acts; and the Contractor and surety agree that in addition to any other damages City of Vallejo may sustain and may be recovered pursuant to these Contract Documents, including but not limited to, other liquidated damages for delay, or actual damages, the sum of FIVE HUNDRED DOLLARS ($500.00) is a reasonable amount to be charged as liquidated damages for each day surety fails or refuses to complete or cause to be completed, all Contract work, and it is therefore agreed that the Contractor and surety will pay to the City of Vallejo this sum, for each and every calendar day surety fails or refuses to complete or cause to be completed, the Contract work; and the Contractor and surety further agree that the City of Vallejo may deduct and retain the amount thereof from any monies due the Contractor under the Contract.

If the Contractor's control over the work is terminated as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City of Vallejo in finishing the work, plus all damages sustained, or to be sustained, by the City of Vallejo, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and Contractor's surety

are liable to the City of Vallejo for the amount of such excess. If the surety completes the Contract work as provided above, such surety shall be subrogated to money due under the Contract, and to money which shall become due in the course of completion by the surety. However, Contractor and surety agree that any subrogation rights of surety are subordinate to and inferior to rights of City of Vallejo.

The City of Vallejo reserves the right to terminate the work for its convenience upon written notice to Contractor. In such event, the Contractor shall be paid its reasonable costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus fifteen percent (15%) of all such costs for overhead and profit.

8-1.09 RIGHT OF WAY DELAYS

If, through the failure of the City of Vallejo to acquire or clear right of way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor that amount that the Engineer may find to be a fair and reasonable compensation for that part of the Contractor's actual loss, that, in the opinion of the Engineer, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis, as provided in Section 9-1.03A(3), "Equipment Rental," with the following exceptions:

A. The right of way delay factor for each classification of equipment shown in the State Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is a part of the Contract, will be applied to that equipment rental rate.

B. The time for which the compensation will be paid will be the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day.

C. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay, except that when rental of equipment is paid for under the provisions in Section 9-1.03A (3b), "Equipment not on the Work," no payment will be made for right of way delays in conformance with the provisions in this Section 8-1.09.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this Section 8-1.09 and compensation for idle time of workers will be determined as provided in Section 9-1.03A(1), "Labor," and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided in Section 4-1.03D.

If performance of the Contractor's work is delayed as the result of the failure of the City of Vallejo to acquire or clear right of way, an extension of time determined pursuant to the provisions in Section 8-1.07, "Liquidated Damages," will be granted.

8-1.10 UTILITY AND NON-HIGHWAY FACILITIES

It is anticipated that some or all of the utility and other non-highway facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration or removal) as a part of the highway improvement will be rearranged in advance of construction operations. Where it is not anticipated that the rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing

facilities that are to be rearranged will be indicated on the drawings or in the special provisions. Where a rearrangement is indicated on the drawings or in the special provisions, the Contractor will have no liability for the costs of performing the work involved in the rearrangement. The Contractor shall not be reimbursed for the costs for coordinating with the utility, railroad and non-highway facilities.

The right is reserved to the City of Vallejo and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

Attention is directed to the possible existence of underground facilities and utilities not indicated in the Contract Documents and to the possibility that utilities may be in a location different from that which is indicated in the Contract Documents. The Contractor shall ascertain the exact location of all utilities , the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities prior to doing work.

If the Contractor cannot locate an underground facility or utility whose presence is indicated in the Contract Documents after a diligent search and investigation, the Contractor shall immediately so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the drawings or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section 4-1.03D.

If the Contractor discovers utilities not indicated in the Contract Documents, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The utilities shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in Section 4-1.03D. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the utilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care or to comply with the terms of the Contract Documents, will be paid for as extra work as provided in Section 4-1.03D. Damage due to the Contractor's failure to exercise reasonable care or comply with the Contract Documents shall be repaired at the Contractor's cost and expense.

Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the drawings and Specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Section 4-1.03D.

When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the highway improvement, and that work will be paid for as extra work as provided in Section 4-1.03D.

Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the drawings or in the special provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the drawings or in the special provisions or were located in a position substantially different from that indicated on the drawings or in the special provisions, or as a direct result of utility or other non-highway facilities not being rearranged as

herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered right of way delays within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09. The Contractor shall be entitled to no other compensation for that delay.

Any delays to the Contractor's operations as a direct result of utility or other non-highway facilities not being rearranged as provided in this Section 8-1.10, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Section 8-1.07, "Liquidated Damages." The Contractor shall be entitled to no other compensation for that delay.

8-1.11 TERMINATION OF CONTRACT

The Contract may be terminated by the Director when termination is authorized by Section 7-1.125, "Legal Actions Against the City of Vallejo," Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," or by other provisions of the Contract which authorize termination. The City of Vallejo also reserves the right to terminate the Contract at any time upon a determination by the Director that termination of the Contract is in the best interest of the City of Vallejo.

If the Director elects to terminate the Contract, the termination of the Contract and the total compensation payable to the Contractor shall be governed by the following:

A. The Engineer will issue the Contractor a written notice signed by the Director, specifying that the Contract is to be terminated. Upon receipt of the written notice, the Contractor will be relieved of further responsibility for damage to the work (excluding materials) as specified in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," and, except as otherwise directed in writing by the Engineer, the Contractor shall:

1. Stop all work under the Contract except that specifically directed to be completed prior to acceptance.

2. Perform work the Engineer deems necessary to secure the project for termination.

3. Remove equipment and plant from the site of the work.

4. Take action that is necessary to protect materials from damage.

5. Notify all subcontractors and suppliers that the Contract is being terminated and that their Contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

6. Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location, and such other information as the Engineer may request.

7. Dispose of materials not yet used in the work as directed by the Engineer. It shall be the Contractor's responsibility to provide the City of Vallejo with good title to all materials purchased by the City of Vallejo hereunder, including materials for which partial payment has been made as provided in Section 9-1.06, "Partial Payments," and with bills of sale or other documents of title for those materials.

8. Subject to the prior written acceptance of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the City of Vallejo all the

right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

9. Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

10. Take other actions directed by the Engineer.

B. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:

1. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 9-1.06, "Partial Payments," and for materials furnished by the City of Vallejo for use in the work and unused shall terminate when the Engineer certifies that those materials have been stored in the manner and at the locations the Engineer has directed.

2. The Contractor's responsibility for damage to materials purchased by the City of Vallejo subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of those materials has been taken by the City of Vallejo.

When the Engineer determines that the Contractor has completed the work under the Contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Engineer will recommend that the Director formally accept the Contract.

C. Termination of the Contract shall not relieve the Contractor or surety of their obligation for any claims arising out of the work performed.

D. The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

1. The reasonable cost to the Contractor, without profit, for all work performed under the Contract, including mobilization, demobilization and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. Deductions will also be made, when the Contract is terminated under the authority of Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," for the cost of materials damaged by the "occurrence."

When, in the opinion of the Engineer, the cost of a Contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the Contract Documents and the excessive actual cost shall be disallowed.

2. A reasonable allowance for profit on the cost of the work performed as determined under Subsection (1), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.

3. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City of Vallejo or otherwise disposed of as directed by the Engineer.

4. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in conformance with the provisions in this Section 8-1.11, shall be open to inspection or audit by representatives of the City of Vallejo at all times after issuance of the notice that the Contract is to be terminated and for a period of 3 years, thereafter, and those records shall be retained for that period.

After acceptance of the work by the Director, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate in conformance with the provisions in Section 9-1.07B, "Final Payment and Claims," when, in the Engineer's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

8-2.00 SCOPE OF WORK

The Project is located in various streets throughout the City of Vallejo. The work embraced herein will be done in accordance with the Contract Drawings and Specifications, the 2024 Standard Plans and Specifications of the California Department of Transportation, and the City of Vallejo Standard Specifications and Standard Plans dated December 2011.

The work to be done includes furnishing all labor, materials, tax, equipment, incidentals and services for the construction and completion of the S REGATTA DR & CAPITOL ST GRIND AND OVERLAY REHABILITATION PROJECT, PROJECT NO. PWC117 in accordance with the Contract Documents.

For all work on this project the Contractor shall furnish all labor, materials, tools, equipment, transportation, appliances, and services required to completely execute the work as set forth in the Contract Documents

END OF SECTION 8

SECTION 9: MEASUREMENT AND PAYMENT

9-1.01 MEASUREMENT OF QUANTITIES (NOT USED)

9-1.015 FINAL PAY ITEMS

When an item of work is designated as (F) or (S-F) in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 5.1-1.22, "Measurement." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the drawings, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the drawings, payment will be based on the quantity shown in the Engineer's Estimate.

Under no circumstances will Contractor be entitled to payment for any final pay quantity that is greater than the unit quantity price for the final pay quantity item set forth in the proposal form.

9-1.02 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work required under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Director and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Contract Documents.

No compensation will be made in any case for loss of anticipated profits.

9-1.03 FORCE ACCOUNT PAYMENT

When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of that work shall be subject to the review and acceptance of the Engineer and compensation will be determined as follows:

9-1.03A WORK PERFORMED BY CONTRACTOR

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," except where agreement has been reached to pay in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services."

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," there will be added a markup of 33 percent to the cost of labor, 15 percent to the cost of materials and 15 percent to the equipment rental.

The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," an additional markup of 5 percent will be added to the total cost of that extra work including all markups specified in this Section 9-1.03A. The additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

9-1.03A(1) LABOR

The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces, will be the sum of the following:

9-1.03A(1a) ACTUAL WAGES

The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-1.03A(1b) LABOR SURCHARGE

To the actual wages, as defined in Section 9-1.03A(1a), will be added a labor surcharge set forth in the Caltrans publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Section 9-1.03A(1a) and subsistence and travel allowance as specified in Section 9-1.03A(1C).

9-1.03A(1c) SUBSISTENCE AND TRAVEL ALLOWANCE

The actual subsistence and travel allowance paid to the workers.

9-1.03A(2) MATERIALS

The City of Vallejo reserves the right to furnish any materials it deems advisable, and the Contractor shall have no claims for costs and markup on those materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of those materials will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

9-1.03A(2A)

If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City of Vallejo notwithstanding the fact that the discount may not have been taken.

9-1.03A(2B)

If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to the purchaser, the cost of those materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer plus the actual costs, if any, incurred in the handling of the materials.

9-1.03A(2C)

If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of those materials shall not exceed the price paid by the purchaser for similar materials furnished from that source on Contract items or the current wholesale price for those materials delivered to the jobsite, whichever price is lower.

9-1.03A(2D)

If the cost of the materials is, in the opinion of the Engineer, excessive, then the cost of the material shall be deemed to be the lowest current wholesale price at which the materials were available in the quantities concerned delivered to the jobsite, less any discounts as provided in Section 9-1.03A(2a).

9-1.03A(2E)

If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within 60 days after the date of delivery of the material or within 15 days after acceptance of the Contract, whichever occurs first, the City of Vallejo reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available in the quantities concerned delivered to the location of the work, less any discounts as provided in Section 9-1.03A(2a).

9-1.03A(3) EQUIPMENT RENTAL

The Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the Caltrans publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of $10.00 per hour or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly or daily rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 9-1.03A(3a), "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

Equipment owned by the Contractor and already on the job site shall only be paid for actual hours of usage as documented on daily extra work reports. Equipment owned by the Contractor, required to perform force account work, and not already on the job site shall only be paid for actual hours of usage as documented on daily extra work reports and the cost of mobilization to bring to the job site. The Engineer shall determine if equipment not on the job site is required to be mobilized to perform extra work.

If it is deemed necessary by the Engineer to use equipment not listed in the Labor Surcharge And Equipment Rental Rates publication, a suitable rental rate for that equipment will be established by the Engineer. The Contractor shall furnish all cost data which might assist the Engineer in the establishment of the rental rate. If the rental rate established by the Engineer is $10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

Operators of rented equipment will be paid for as provided in Section 9-1.03A(1), "Labor."

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in the Labor Surcharge and Equipment Rental Rate publication and having a replacement value of $500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

9-1.03A(3A) EQUIPMENT ON THE WORK

The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return the equipment to the original location or to another location requiring no more time than that required to return the equipment to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used, at the site of the extra work, on other than the extra work.

The following shall be used in computing the rental time of equipment on the work:

A. When hourly rates are listed, less than 30 minutes of operation shall be 0.5-hour of operation.

B. When daily rates are listed, less than 4 hours of operation shall be 0.5-day of operation.

9-1.03A(3B) EQUIPMENT NOT ON THE WORK

When extra work, other than work specifically designated as extra work in the drawings and specifications, is to be paid for on a Force Account basis and the Engineer determines that such extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Engineer may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

A. The Engineer shall specifically approve the necessity for the use of equipment on such work.

B. The Contractor shall establish to the satisfaction of the Engineer that such equipment cannot be obtained from his/her normal equipment source or sources and those of his/her subcontractors.

C. The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for such equipment from his/her proposed source is reasonable and appropriate for the expected period of use.

D. The Engineer shall approve the equipment source and the equipment rental rate to be paid by the City of Vallejo before the Contractor begins work involving the use of said equipment.

For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Caltrans publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the Contract, or determined as provided in Section 9-1.03A(3) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

A. The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.

B. The City of Vallejo will pay the costs of loading and unloading the equipment.

C. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.

D. The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each hour that the equipment is actually used at the site of the extra work, excluding Saturdays, Sundays and legal holidays unless the equipment is used to perform the extra work on those days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of the equipment. The rental time to be paid for equipment not on the work shall be the time the equipment is actually in operation on the extra work being performed and in accordance with the following:

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns shall not exceed 8 hours less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5-hour of

operation.

When daily rates are listed, less than 4 hours of operation shall be considered to be 4 hours of operation. No payment will be made if the equipment is not used. If the equipment is used for more than 4 hours of operation, payment will be made for one day.

E. Should the Contractor desire the return of the equipment to a location other than its original location, the City of Vallejo will pay the cost of transportation in accordance with the above provisions, provided the payment shall not exceed the cost of moving the equipment to the work.

F. Payment for transporting, and loading and unloading equipment, as provided above, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

9-1.03A(3C) OWNER-OPERATED EQUIPMENT

When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

A. Payment for the equipment will be made in conformance with the provisions in Section 9-1.03A(3), "Equipment Rental."

B. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of other workers operating similar equipment, at the rates for that labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner-operator is actually covered by an agreement. A labor surcharge will be added to the cost of labor described herein, in conformance with the provisions in Section 9-1.03A(lb), "Labor Surcharge."

C. To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Section 9-1.03A, "Work Performed by Contractor."

9-1.03A(3D) DUMP TRUCK RENTAL

Dump truck rental shall conform to the provisions in Sections 9-1.03A(3), "Equipment Rental," 9-1.03A(3a), "Equipment on the Work," and 9-1.03A(3b), "Equipment not on the Work," except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing Contract item work.

In the absence of Contract item work requiring dump truck rental, the Engineer will establish an hourly rental rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 9-1.03A(1), "Labor," shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Caltrans publication entitled Labor Surcharge And Equipment Rental Rates shall not apply.

To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup of 15 percent. An additional markup of 5 percent will be added by reason of performance of the work by a subcontractor. No separate markup will be made for labor.

The provisions in Section 9-1.03A(3c), "Owner-Operated Equipment," shall not apply to dump truck rentals.

9-1.03B WORK PERFORMED BY SPECIAL FORCES OR OTHER SPECIAL SERVICES

When the Engineer and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of the Contractor's subcontractors, that service or extra work item may be performed by a specialist.

9-1.03C RECORDS

The Contractor and all subcontractors shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work paid and the costs of other operations.

From the above records, the Contractor shall furnish the Engineer completed daily extra work reports, either on forms furnished by the City of Vallejo or on computerized facsimiles of the City of Vallejo's forms acceptable to the Engineer, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used and shall state the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor or other forces, except for charges described in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services." The daily extra work reports shall provide names, identifications, and classifications of all workers, the hourly rate of pay and hours worked, and the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. The invoices shall be submitted with the daily extra work reports, or if not available, the invoices shall be submitted within 30 days after the submittal of the daily extra work report or 30 days after the date of delivery of the material, whichever occurs first. Contractor waives payment for material charges not substantiated by valid copies of vendor's invoices submitted within the times provided.

Daily extra work reports shall be signed by the Contractor or the Contractor's authorized representative and shall be submitted to the City on the day the work is performed, or within 24 hours if authorized by the Engineer. Daily extra work reports shall be signed by the designated representative of the City to acknowledge the labor hours, materials, and equipment used to perform the work. Signature by the City's representative does not constitute approval for payment. All daily extra work reports are subject to review and approval by the Engineer for conformance to the Contract Documents prior to payment. The City reserves the right to adjust the amount to be paid for extra work based upon daily extra work reports at any time prior to project acceptance, even if payment has been made under a progress payment. Contractor waives payment for that portion of Force Account work in which a daily extra work report has not been signed by the City's designated representative and/or submitted to the City within the time specified above.

The Engineer will compare the Engineer's records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, the reports shall become the basis of payment for the work performed but shall not preclude subsequent adjustment based on a later audit by the City of Vallejo.

The Contractor's and all subcontractors' records pertaining to the Project shall be open to inspection or audit by representatives of the City of Vallejo, during the life of the Contract and for a period of not less than 3 years after the date of acceptance thereof, and the Contractor and all subcontractors shall retain those records for that period. Where payment for materials or labor is based on the cost thereof to forces other

than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of those other forces will be open to inspection and audit by representatives of the City of Vallejo on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when the audit is to begin.

9-1.03D PAYMENT

Payment as provided in Sections 9-1.03A, "Work Performed by Contractor," and 9-1.03B, "Work Performed by Special Forces or Other Special Services," shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefor. The payment will be made in conformance with the provisions in Section 9-1.06, "Partial Payments."

The Engineer's receipt of a proposed progress schedule and monthly updated progress schedules, all in strict compliance with these Contract Documents shall be conditions precedent to the Engineers acceptance of the Contractor's periodic pay requests and/or the City of Vallejo's obligation to pay Contractor.

9-1.04 (BLANK)

9-1.05 STOP NOTICES

The City of Vallejo may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 3179 et seq. of the Civil Code. In cases where the contractor chooses to Bond around the Stop Notice, the Bond shall be of a form approved by the City.

9-1.06 PARTIAL PAYMENTS

The City of Vallejo, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the Contract, if the storage is within the City of Vallejo and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the City of Vallejo, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays and legal holidays, prior to the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on City of Vallejo-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the Contract price for the item of work for which the material is furnished.

Unless otherwise approved by the Engineer in writing, Contractor shall submit to Engineer on or before the tenth (10th) day of the month, an itemized application for payment for the cost of the work in permanent

place, which has been completed in strict accordance with the Contract Documents as of the last day of the preceding month, less amounts previously paid. The application for payment shall be prepared in a form acceptable to Engineer and shall contain itemized amounts in accordance with the Contract Documents. The applications for payment shall not include requests for payment on account of changes which have not been authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason.

If requested by the City of Vallejo, an application for payment shall be accompanied by a summary showing payment that will be made to subcontractors covered by such application, and unconditional waivers and releases of claims and stop notices, from each subcontractor listed in the preceding application for payment covering sums disbursed pursuant to that preceding application for payment.

Contractor warrants that upon submittal of an application for payment, all work has been performed in strict compliance with the Contract Documents, and all work for which certificates of payment have been previously issued and payment has been received from City of Vallejo, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work.

Payment of all, or any part, of an application for payment may be withheld, a certificate of payment may be withheld, all or part of a previous certificate for payment may be nullified and that amount withheld from a current certificate for payment, or the City of Vallejo may withhold from payment, on account of any of the following:

- Defective work not remedied.
- Third-party claims against Contractor or City of Vallejo arising from the acts or omissions of Contractor or subcontractors.
- Stop notices.
- Failure of Contractor to make timely payments due to subcontractors for material or labor.
- A reasonable doubt that the work can be completed for the balance of the Contract price then unpaid.
- Damage to the City of Vallejo or others for which Contractor is responsible.
- Reasonable evidence that the work cannot be completed within the Contract time, and the unpaid balance of the Contract price would not be adequate to complete the work and cover City of Vallejo's damages for the anticipated delay.
- Failure of Contractor to maintain, update, and submit record documents.
- Failure of Contractor to submit schedules or their updates as required by the Contract Documents.
- Performance of the work by Contractor without properly processed shop drawings.
- Liquidated damages assessed.
- Any other failure of the Contractor to perform its obligations under the Contract Documents.

By resolution of the City of Vallejo's City Council, a fund has been established, money appropriated in the current budget, and assigned to the account(s) which is/are the sole source(s) of funds available for payment of the Contract price. Contractor understands and agrees that Contractor will be paid only from

this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City of Vallejo's ability to draw from this fund, are conditions precedent to City of Vallejo's obligation to make payments to Contractor.

Within thirty (30) days of receipt of an approved certificate for payment, properly executed by the Contractor, City of Vallejo's Engineer and Director, City of Vallejo agrees to pay Contractor, subject to all of the terms and conditions of these Contract Documents, an amount equal to ninety five percent (95%) of the sum of the following (less any amounts withheld as permitted by the Contract Documents):

Cost of the work in permanent place as of the end of the preceding month as set forth and approved on the certificate for payment; and

Less amounts previously paid.

9-1.065 PAYMENT OF WITHHELD FUNDS

Upon the Contractor's request, the City of Vallejo will make payment of funds withheld from progress payments to ensure performance of the Contract if the Contractor deposits in escrow with the City of Vallejo, or with a bank acceptable to the City of Vallejo, securities equivalent to the amount withheld. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Alternatively, upon the Contractor's request, the City of Vallejo will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City of Vallejo.

Alternatively, and subject to the acceptance by the City of Vallejo, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by the City of Vallejo under subdivision (c) of Section 10263 of the Public Contract Code, the City of Vallejo will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a Federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by the Contractor and the City of Vallejo.

The escrow agreement used pursuant to this Section 9-1.065 shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in Section 10263 of the Public Contract Code, deemed as incorporated herein by reference.

The Contractor shall obtain the written consent of the surety to the agreement.

9-1.07 PAYMENT AFTER ACCEPTANCE

After the work has been accepted in writing by the Director, as provided in Section 7-1.17, "Acceptance of Contract," payments will be made to the Contractor subject to the provisions in this Section 9-1.07.

9-1.07A PAYMENT PRIOR TO PROPOSED FINAL ESTIMATE

After acceptance of the work by the Director, the Engineer will make an estimate of the total amount of work done under the Contract and the City of Vallejo will make a final monthly payment pending issuance of the proposed final estimate. The City of Vallejo will pay the balance thereon found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the Contract and those further amounts that the Engineer determines to be necessary pending issuance of the proposed final estimate and payment thereon.

9-1.07B FINAL PAYMENT

After written acceptance of the Work as complete by the Director, or the Director's designated representative, the Engineer will prepare and issue to the Contractor a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of the total amount, segregated as to Contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the Contract. All prior estimates and payments shall be subject to correction in the proposed final estimate.

The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the Contract so that the Engineer receives the written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required unless the Contractor has strictly complied with the notice or protest requirements of the Contract Documents.

On the Contractor's approval, or if the Contractor files no claim within the specified period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor. The City of Vallejo will pay any remaining moneys unpaid and found to be due in the proposed final estimate 35 days after the recordation of the Notice of Completion in the records of the Solano County Recorder's Office as per Section 7-1.17, "Acceptance of Contract". That final estimate and payment thereon shall be conclusive and binding against Contractor on all questions relating to the amount of work done and the compensation payable therefor.

If the Contractor within the specified period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the City of Vallejo will pay the sum so found to be due. The semifinal estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder.

9-1.07C CLAIMS

The Claims procedures set forth in this section 9-1.07C are in addition to any claims procedures or rights available to Contractor pursuant to California Public Contract Code section 20104-20104.6 or California Public Contract Code section 9204 and Contractor's exhaustion of its administrative remedies pursuant to this section 9-1.07C is a condition precedent to Contractor pursuing any claim pursuant to California Public Contract Code section 20104-20104.6 or California Public Contract Code section 9204

A. General. A "Claim" means a written demand or written assertion by Contractor to adjust, alter, modify, or otherwise change the Contract price or the Contract time, or both. All claims filed hereunder shall strictly comply with all requirements of the Contract Documents.

In order to qualify as a "Claim," the written demand must state that it is a claim submitted under Section 9-1.07C of the Contract Documents. A letter, voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim under the Contract Documents. If such a request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.

A Claim must be stated with specificity, including identification of the event or occurrence giving rise to the Claim, the date of the event, and the asserted affect on the Contract price and the Contract time, if any. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract time shall include scheduling data demonstrating the impact of the event on the controlling operation and completion of the Project. Adequate supporting data for a Claim for an adjustment in the Contract price shall include a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

Notwithstanding and pending the resolution of any Claim, the Contractor shall diligently prosecute the disputed work to final completion of the work. Contractor shall impose the Claim notice and documentation requirements in this Contract on Contractor's subcontractors of all tiers, and require them to submit to the Contractor all Claims against Contractor and/or City within the times and containing the documentation required by these provisions. The Claim notice and documentation procedure described in these provisions applies to all claims and disputes arising under the Contract Documents, whether or not specifically referred to in any specific portion of the Contract.

If additional information or details are required by the Engineer to determine the basis and amount of any Claims, the Contractor shall furnish additional information or details so that the additional information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of the information or details by the Engineer shall not be later than close of business of the next business day. Contractor understands and agrees that failure to submit the information and details to the Engineer within the time specified shall be result in Contractor waiving that Claim.

The Contractor and all subcontractors shall keep full and complete records of the costs and additional time incurred for any work for which a Claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Contractor agrees that failure to permit access to those records waives Contractor's Claims.

The City of Vallejo, or its authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and

other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for which additional compensation has been requested or claim has been tendered. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at City of Vallejo's cost.

The parties agree that in the event Contractor or any subcontractor fails to comply with this section, it would be difficult for the City of Vallejo to determine its actual damages; therefore, Contractor agrees to pay City of Vallejo, as liquidated damages, the sum of Two hundred fifty dollars ($250.00), which Contractor agrees is reasonable under the circumstances, for each and every calendar day which Contractor or a subcontractor fails or refuses to provide the City of Vallejo, access to the documents, records and materials specified in this section.

B. Disputes

Contract Interpretation Disputes: Should it appear to the Contractor that the work is to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, the Contractor shall give written notice to the City of Vallejo. The Contractor shall bear all costs incurred in the giving of such notice.

All issues regarding the interpretation of the drawings or specifications shall be referred to the City for interpretation. The City shall have the right but not the obligation to affirm or disaffirm any interpretation of the drawings or specifications, which affirmance or disaffirmance shall be final. If the Contractor should disagree with the City's decision, the Contractor's sole and exclusive remedy is to file a Claim in accordance with these provisions.

Work Disputes: Should any dispute arise under the Contract Documents respecting the true value of any work performed, the implementation of the Work required by the Contract Documents, any Work omitted, any extra work which the Contractor may be required to perform or time extensions, respecting the size of any payment to the Contractor during the performance of the Contract Documents, or of compliance with Contract Documents procedures, the dispute shall be decided by the City of Vallejo and its decision shall be final and conclusive. If the Contractor disagrees with the City's decision, the Contractor's sole and exclusive remedy is to file a claim in accordance with these provisions.

C. Delays. As used herein, the following terms shall have the following meanings:

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract time.

"Compensable Delay" means any delay of the completion of the work beyond the expiration date of the Contract time caused by the gross negligence or willful acts of the City of Vallejo, and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract time and/or Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

"Unexcusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time resulting from causes other than those listed above. An Unexcusable Delay shall not entitle the Contractor to an extension of the Contract time or an adjustment of the Contract price.

The Contractor may make a Claim for an extension of the Contract time, for an Excusable Delay or a

Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

2. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcusable Delay.

3. If an Unexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Unexcusable Delay.

4. For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract Sum in an amount equal to: (1) the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay; or (2) the Contractor's Daily Delay Damages set forth in the Bid Form, whichever is less. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Project past the Contract time.

The parties agree that the City of Vallejo's exercise of its right to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of the Contractor to adjustments of the Contract time and the Contract sum, based on changes ordered in the work or suspension of the work, shall be governed by this provision.

Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the work but shall diligently proceed with performance of the work in accordance with the Contract Documents.

Contractor agrees that the daily Contractor Daily Delay Damages as set forth in the Proposal Form shall be full compensation to Contractor, all subcontractors and anyone for whom they may be legally responsible, for each day of delay that may be caused by City of Vallejo or anyone for whom City of Vallejo is legally responsible, including but not limited to, extended field costs, extended home overhead costs, impact, inefficiency, unabsorbed home office overhead, underabsorbed home office overhead, hindrance, disruption or any other damage arising from delay, no matter how characterized and regardless of the cause, extent or duration of the delay. Inclusion of Contractor Daily Delay Damages within the Proposal Form is solely for the purpose of determining the low Bidder and establishing the City of Vallejo's maximum daily liability as a result of City of Vallejo delays to Contractor, if any, and City of Vallejo has no obligation to pay any Contractor Daily Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City of Vallejo becomes liable to Contractor for compensable delays, City of Vallejo agrees to pay Contractor the Daily Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

D. Claim Procedures. Should any clarification, determination, action or inaction by the City, Work, or any event, in the opinion of the Contractor, exceed the requirements of or not comply with the Contract Documents, or otherwise result in the Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then the Contractor and the City shall make good faith attempts to resolve informally any and all such issues and/or disputes. The Contractor

must file a written Notice of Potential Claim with the City on the form provided in the Contract Documents before commencing the Disputed Work, or within seven (7) calendar days after Contractor's first knowledge of the Disputed Work, whichever is earlier, stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written Notice of Potential Claim is not filed within this time period, or if the Contractor proceeds with the Disputed Work without first having filed the notice required by these provisions, the Contractor shall waive any rights to further claim on the specific issue.

The City will review the Contractor's timely Notice of Potential Claim and provide a decision. The City may require supplemental information from the Contractor to clarify that contained in the Notice of Potential Claim. If, after receiving the City's decision, the Contractor disagrees with the decision, the Contractor shall so notify the City, in writing, within seven (7) calendar days after receiving the decision, that a formal Claim will be filed. The Contractor shall submit the Claim in the form specified herein and all arguments, justification, costs or estimates, schedule analyses, and detailed documentation supporting the Contractor's position within thirty (30) calendar days after receiving the City's decision on the Notice of Potential Claim. The Contractor's failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving all rights to the subject Claim.

If Disputed Work persists longer than thirty (30) calendar days after receiving the City's decision on the Notice of Potential Claim, then the Contractor shall, every thirty (30) calendar days until the Disputed Work ceases, submit to the City a document titled "Claim Update" which shall update and quantify all elements of the Claim as completely as possible. The Contractor's failure to submit a Claim Update or to quantify all costs and impacts every thirty (30) days shall result waiver of that portion of the Claim for that thirty (30) day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with the requirements of these provisions and shall result in the Contractor waiving such Claim(s) and/or Claim Updates.

All Claims must be submitted to Engineer before the issuance of the final estimate. Contractor hereby expressly waives all Claims not submitted, in complete and proper form, on or before the date of issuance of the final estimate.

Upon receipt of the Contractor's formal Claim including all arguments, justifications, costs or estimates, schedule analyses, and documentation supporting the Contractor's position as previously stipulated, the City or its designate will review the Claim and render a final determination. If the Contractor's Claims at project completion total less than $375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.

Claims shall be calculated in the same manner as extra work using the procedures set forth in Section 9-1.03 "Force Account Payment." This method applies in all cases of Claims, regardless of type, whether in negotiation, arbitration, litigation, and even applies in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. No other costs arising out of or connected to with the performance of Claims, of any nature, may be recovered by the Contractor. Except where provided by law, or elsewhere in these Contract Documents (if applicable), the City shall not be liable for special or consequential damages, and Claims shall not include special or consequential damages. Contractor shall be limited in its recovery on Claims to the calculations set forth in Section 9-1.03 of these provisions.

E. Claim Format. The Contractor shall submit the Claim justification in the following format:

1. Cover letter and certification of the accuracy of the contents of the Claim;

2. Summary of Claim including underlying facts, entitlement, quantum calculations and Contract Document provisions supporting relief;

3. List of documents relating to Claim including drawings, specifications, clarifications/requests for information, schedules and others;

4. Chronology of events and correspondence;

5. Analysis of Claim merit;

6. Analysis of Claim costs;

7. Attached supporting documents referenced in Item 3.) above.

F. Exclusive Remedy. The Contractors performance of its duties and obligations specified in these provisions and submission of a Claim as provided in these provisions is the Contractor's sole and exclusive remedy for the payment of money, extension of time, adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from the Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by the City of Vallejo, its representatives, consultants or agents, or the transfer of the Work or the Project to the City for any reason whatsoever. The Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the Claim submission requirements. Compliance with the notice and Claim submission procedures described in these provisions is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No Claim or issues not raised in a timely protest and timely Claim submitted under these provisions may be asserted in any Government Code Claim, subsequent litigation, or legal action. The City of Vallejo shall not have deemed to waive any provision under this Section, if at the City's sole discretion, a Claim is accepted in a manner not in accord with this Section.

G. Mediation. All Claims not subject to the Claim resolution procedures set forth in these provisions shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitrator Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

9-1.07D False Claims

California Penal Code section 72, provides that any person who presents for payment with intent to defraud any city board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars ($10,000.00) and/or imprisonment in the state prison.

Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

All Claims by Contractor shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE

LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Contractor agrees that submission of a Claim, in strict conformance with all of the requirements of this Contract, and rejection of all or part of said Claim by City of Vallejo, is a condition precedent to any action by Contractor against City of Vallejo, including but not limited to, the submission of a claim pursuant to Government Code section 900, et seq., and the filing of a lawsuit.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant provided by Contractor with the claim.

Contractor agrees that any costs or expenses incurred by the City of Vallejo in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records, or the Contract, shall be deemed to be damages incurred by the City of Vallejo within the meaning of the California False Claims Act.

Upon final determination of the claims, the Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the City of Vallejo will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against Contractor on all questions relating to the amount of work done and the compensation payable therefor.

9-1.08 (BLANK)

9-1.09 CLERICAL ERRORS

Notwithstanding the provisions in Section 9-1.07, "Payment After Acceptance," for a period of 3 years after acceptance of the work, all estimates and payments made pursuant to Section 9-1.07, including the final estimate and payment, shall be subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City of Vallejo agree to pay to the other any sum due under the provisions of this Section 9-1.09, provided, however, if the total sum to be paid is less than $200, no payment shall be made.

9-1.10 (BLANK)

9-1.11 CONTRACTOR NOT AN AGENT OF THE CITY OF VALLEJO

The right of general supervision shall not make the Contractor an agent of the City of Vallejo, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

9-1.12 THIRD-PARTY CLAIMS

The Contractor shall be responsible for all third-party claims, and for costs or injuries incurred by a third party which result from the operations of the Contractor, or its performance under the Contract.

9-1.13 GUARANTEE

Should any failure of the work occur within a period of one year after recordation of the notice of completion of the project or portions thereof, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense.

The City of Vallejo is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after Contractor is given written notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the City of Vallejo, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs thereof.

9-1.14 MISCELLANEOUS PROVISIONS

This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of City of Vallejo, in the same manner as if such parties had been expressly named herein.

This Contract shall be governed by the laws of the State of California.

If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

Contractor hereby assigns to City of Vallejo all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by City of Vallejo in writing, and only as to those subcontracts which City of Vallejo designates in writing. Such assignment is part of the consideration to City of Vallejo for entering into the Contract with Contractor, and may not be withdrawn.

The provisions of the Contract Documents shall be included in all subcontracts.

9-1.15 PUBLIC CONTRACT CODE

9-1.15A PUBLIC CONTRACT CODE SECTION 20104, ET SEQ.

Public Contract Code section 20104, et seq., requires that the following language be set forth in the specifications:

§ 20104 - Application of article; provisions included in plans and specifications.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2 - Claims; requirements; tort claims excluded.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4 - Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6 - Payment on undisputed portion of claim; interest on arbitration awards or judgments

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9-1.15B PUBLIC CONTRACT CODE SECTION 9204

Public Contract Code § 9204

Public Contract Code section 9204 requires that the following language be set forth in the specifications:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction

pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to,

neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

9-2.00 WAGE AND EQUIPMENT RATES

1. Prevailing Wage Rates

In accordance with the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages applicable to the work to be done, and a current copy of said prevailing wages is on file with the City Clerk and available at the DIR website:
https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

Should the minimum Federal Wage Rate be higher than the rate determined by the Director of the Department of Industrial Relations, then the Federal Wage Rate Determination shall govern.

The successful bidder will be required to post a copy of these general prevailing rates of per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein.

In addition, the City Charter of the City of Vallejo requires that the Contractor and all his/her Subcontractors shall pay their employees on said work a salary or wage at least equal to the prevailing salary or wage for work of similar character in the locality in which the public work is performed. The Contractor shall, as a penalty, forfeit to the City FIFTY DOLLARS ($50.00) for each calendar day or portion thereof, for each employee paid less than the prevailing salary or wage for any public work done under the contract by him/her or any subcontractor under him/her.

The State Labor Code states that for violations of public works laws relating to payment of prevailing wages, the City of Vallejo will be required to withhold from any progress payments owed to a contractor any amounts that have been forfeited as penalties, or as wages owed to employees, who have not been paid the prevailing wage for work performed. Effective 1/1/93, the City is required to directly transfer all withheld wages and penalties to the Labor Commissioner for disbursement in those cases where a contractor fails to bring a lawsuit for amounts withheld within 90 days after the completion of the public works contract and formal acceptance of the job by the City.

Also, the Labor Commissioner is permitted to intervene in any lawsuit brought by the contractor against an awarding body for recovery of amounts withheld. In the event that the contract does not prevail in the lawsuit to recover the amounts withheld, the wages and penalties will then be forwarded to the Labor Commissioner for disbursement in the manner previously described.

2. Payroll Record

In accordance with the provisions of Section 1776 of the Labor Code of the State of California, the Contractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractor in connection with this project. This payroll record shall be certified and available for inspection at all reasonable hours at the principal office of the successful bidder and a certified copy shall be furnished within ten (10) days after receipt of a written request by the following parties:

A. An employee or his/her authorized representative

B. City's representative

C. Representative of Labor Standard Enforcement and Division of Apprenticeship Standard of Department of Industrial Relations.

Any copy of the payroll record made available for inspection and furnished to the public through the

above entities shall not disclose names, addresses or social security numbers of individual employees except the name and address of the Contractor.

In the event of non-compliance with the requirement of this subdivision, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notices from the State or City. If the non-compliance is still evident after the ten-day period, the Contractor shall, as a penalty, forfeit to the City TWENTY-FIVE DOLLARS ($25.00) for each calendar day, for each employee, until strict compliance is effectuated.

3. Equipment Rental Rates

Equipment rental will be paid for as provided under Section 9-1.03A of the State Standard Specifications at the rates listed in the EQUIPMENT RENTAL RATES TABLE of the State of California, Department of Public Works, Division of Highways, latest issue, for use in their Special Provisions, a copy of which Table of Rates is filed in the City Engineer's Office and available at the Caltrans website:
https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge

END OF SECTION 9

END

of

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SECTION 10: GENERAL CONSTRUCTION

10-1.00 ORDER OF WORK

Order of Work shall conform to the provisions in Section 10-1.02, "Work Sequencing," of the California Department of Transportation 2024 Standard Specifications (Standard Specifications) and the Special Provisions.

Access to businesses shall be maintained at all times.

The Contractor shall submit traffic/pedestrian control plans and a construction street schedule to the Engineer within five (5) calendar days after receipt of Notice of Award from the City. Refer to Technical Requirements of this project manual for more details.

The Contractor shall have a representative on all working job sites at all times while work is actually in progress, whose sole duties shall be to supervise the work crews and coordinate activities pertaining to the contract operations, including traffic control and public notifications.

If needed, the Contractor shall secure a staging area along the project site and shall obtain a written approval from the property owner. A staging plan along with the approval letter from the property owner shall be submitted for review by the Engineer as soon as the use of the staging area is secured. Work shall not begin until the Engineer has reviewed the staging plan and approval letter.

Notifications

The Contractor shall provide written notification seven (7) calendar days in advance notifying all directly affected parties prior to beginning work. An example list of agencies, public services are mentioned below (the list is not all-inclusive):

Pacific Gas & Electric	Comcast/ATT
Comcast	Recology
811 USA North	Vallejo Police Department
SolTrans	All affected businesses / residents

Contractor shall submit a draft letter to City for review at the preconstruction meeting before distribution to affected property owners. The letter shall include a description of the work being performed, the Contractor's schedule, contact names and phone numbers. The letter should also instruct the property owners to specify when the access to the road will be closed or the time period when vehicles must be kept off the street during the construction. Upon completing the notification, the Contractor shall confirm delivery of notice in writing to the City.

In addition to the Contractor's notification letters, the City will mail advance notices to all property owners, businesses, tenants, residents, and applicable parties within the work area advising them of the pending construction.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make their own arrangements for keeping the working area clear of parked vehicles.

Measurement and Payment

Full compensation for all items mentioned in Section 10-1.00 shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed.

10-2.00 MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications, and shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies incidental to the project site, for the establishment of all offices, staging areas, buildings and other facilities necessary for work on the project and for all other work and operations which must be performed or for project costs incurred prior to beginning work on the various Contract items.

Temporary utility connections to any of the Contractor's facilities will be the responsibility of the Contractor at no additional cost to the City. Mobilization shall include the furnishing of and providing regular maintenance for sanitary unit(s) on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Engineer.

Reduction of Noise: Minimize noise using every possible action. Avoid performing loud and distracting noise-producing work during early hours of the day. Maintain noise-producing work at or below the decibel levels and within times that have been specified.

Existing facilities shall be repaired, replaced, provided and maintained by the Contractor, on the project site including traffic control. The Contractor proposed locations for facilities construction shall be reviewed with the City prior to removal and replacement of facilities.

Just prior (ten calendar days maximum) to beginning work at the subject site, the Contractor shall jointly with the City photograph and videotape the project site in sufficient detail to show the existing site conditions, including but not limited to the proposed street and ramp construction locations, staging areas, routes of ingress and egress for hauling and delivering, alternate detour routes, temporary 'no parking' areas, construction staging and storage and all other areas that the contractor believes are appropriate. Contractor shall provide copy of video(s) to the City.

The Contractor shall arrange for and develop temporary construction staging areas for the storage and operation of construction equipment and supplies. The staging area shall be located outside of public right-of-way, unless otherwise approved by the City in writing. No staging of equipment or material will be permitted on any public right-of-way. The Contractor must obtain written permission from the property owners to use their property in any fashion and provide copy of permission to City. All contractor, subcontractor, and supplier employees shall park at the temporary construction staging area only.

The Contractor shall submit a plan describing the construction staging areas to the City for approval. The Contractor shall not permit any waste or damage to be done to the staging areas and shall maintain the areas in good condition, free of litter, asphalt, concrete, wood and debris. Upon completion of the work, the areas shall be restored to pre-construction or better condition, including the repair of any damaged pavement, curbs, markings, or other infrastructure components. Contractor shall be responsible and pay for all permit requirements related to any use permit, and costs associated with staging area.

Measurement and Payment

The contract lump sum (LS) price paid for the **"Mobilization"** shall include full compensation for and no additional compensation will be allowed, therefore. Full compensation for mobilization as defined in Section 1 - General as specified herein, including but not limited to notifications, project records and documents, obtaining all required permits, licenses, and paying all fees, developing construction schedule, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, project meeting, developing construction water supply, pre- construction video and photos, providing on-site sanitary facilities, developing a temporary construction staging area, subcontractor insurance and bonds, Contractor insurance and bonds, development, demobilization and all other mobilization work shall be

considered as included as part of "Mobilization"., and no additional compensation shall be allowed therefor.

10-3.00 DUST CONTROL

Dust control shall conform to the provisions in Section 10-5, "Dust Control," of the Standard Specifications.

Measurement and Payment

Full compensation for Dust Control shall be considered as included in the prices for the various items of work and no additional compensation will be allowed therefore.

10-4.00 WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 13, "Water Pollution Control," of the Standard Specifications, and the Special Provisions.

All operations shall be in compliance with the provisions of the Clean Water Act, Regional Water Quality Control Board, and policies with regard to protection of the storm water system from any pollutants. The Contractor is required any necessary water pollution control permits.

Measurement and Payment

The contract lump sum (LS) price paid for "**Water Pollution Control**" shall include full compensation for and no additional compensation will be allowed, therefore.

10-5.00 DAMAGE REPAIR

Attention is directed to Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications.

Any damage to existing facilities or properties during the period of the work shall be returned to the original condition or better at Contractor's expense.

Measurement and Payment

Full compensation for Damage Repair shall be considered as included in the prices for the various items of work and no additional compensation will be allowed therefor.

10-6.00 DIGOUT REPAIRS AND UNSUITABLE SUBGRADE OVER EXCAVATION

Dig Out Repair (4-inch Deep) will be made in and adjacent to the resurfacing areas shall conform to the Special Provisions. Dig Out Repair shall conform to the details shown on the Plans and consist of removal of 4-inch of existing concrete, asphalt concrete pavement and/or base rock in the areas as shown on the Plans and as directed by the Engineer, scarification and recompaction of base material and placing 4-inch of new asphalt concrete as outlined in the Special Provisions and as shown on the Plans.

Pavement shall be cold planed to the recommended thickness prior to identifying locations of base failure repair. The City determines the exact limits of Dig Out repair. The minimum width of roadway section to be removed shall not be less than 3 feet unless otherwise noted on the plans Dig Out Repair (4-inch Deep) shall be repaved in lifts not exceeding 2 inches.

Dig Out Repair (4-inch Deep) shall be limited to the areas marked in the field. Care shall be taken by the Contractor not to damage concrete collars for utility frames/covers, gutters, valley gutters, or other adjacent facilities. No additional compensation will be made for excavation, grinding or other work beyond the limits of the areas marked by the Engineer for Digout Repair locations. **Any additional excavation or repaving beyond the areas designated that is associated with grinding, incidental removal, sluffing or excavation, including spalling of fractured pavements done by the Contractor beyond the limits of the areas marked by the City Engineer shall be at Contractor's cost.**

Removal

The Contractor shall remove all material including asphalt concrete, concrete, base rock, or other materials to a minimum depth of 4" as measured from finish grade in the areas marked or directed by the Engineer. In areas where the existing grade is below the finish grade of the completed repair, the depth of the depression may be deducted from the depth of the removal. Areas designated as Dig Out Repair (4-inch Deep) near tree root uplift areas shall include the pruning and removal of tree roots if encountered.

The Contractor shall perform this work by either cold planing or excavation. If the Contractor elects to use excavation, all edges shall be neatly saw cut prior to the excavation operations. If the Contractor elects to use cold planing, the Contractor shall be solely responsible for any removals and repairs in excess of the mark outs provided by the Engineer whether due to non-cohesive or alligatored asphalt, equipment size, or any other reason whatsoever.

Remove pavement to the depth specified or, if the existing asphalt concrete thickness is greater than the specified depth of the base repair, until soil/subgrade is exposed. Re-compact exposed soil/subgrade to 95% of maximum dry density (ASTM D1557). The material grindings (including paving fabric) from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way shall be immediately removed from the site of the work and disposed of, unless otherwise directed by the Engineer. All material removed by grinding, including pavement fabric, if present, shall be cleaned up and legally disposed of at a licensed disposal facility. Recycling of the material is encouraged in compliance with the City recycling ordinance.

Disposal

The Contractor shall be responsible for recycling or disposal of all removed bituminous pavement, concrete and base material and any other material such as pavement fabric, etc. in accordance with the Special Provisions.

Asphalt Concrete

Asphalt concrete base and asphalt concrete surface and the placing thereof shall conform to the requirements of Section 39-2, "Hot Mix Asphalt," of the Standard Specifications, which sections are hereby incorporated in the Special Provisions as if set forth in full, with the following modifications:

Aggregate shall be Type B, 3/4" maximum, course grading with bituminous binder of steam-refined paving asphalt of PG 64-16 viscosity conforming to the latest published provisions in Section 92, "Asphalt Binders" of the Standard Specifications. Asphalt placed for Full Depth Base Repair may be placed up to a depth of 2-inch in a single lift.

The Contractor shall furnish the City Engineer, at least ten (10) working days prior to the start of work, a list of sources of materials together with a Certificate of Compliance indicating that materials to be incorporated in the work fulfill the requirements of these specifications and a mix design for the asphalt concrete. The mix design shall be performed in accordance with CTM 366. The Certificate of Compliance shall be signed by the material supplier or his representative. The Contractor shall be responsible for all costs associated with the required mix design.

Prior to placement of new asphalt concrete, the Contractor shall clean the existing asphalt concrete surface in accordance with the Special Provisions.

A tack coat, type SS-1, shall be applied to all mating surfaces along edges to receive asphalt concrete prior to placement of new asphalt concrete and shall conform to Section 94, "Asphaltic Emulsions" of the Standard Specifications. Tack coat shall not be required between lifts of new HMA in Digout Repairs or Deep Digout Repairs where more than one lift is required.

Placement of asphalt concrete shall be in accordance with Section 39-3, "Method Construction Process," of the 2010 Standard Specifications. Asphalt concrete shall be compacted to 91-97% of maximum theoretical compaction (California Test 309) as determined by California Test 375 (Nuclear Density Device may be used).

The completed asphalt surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

All areas excavated for Dig Out Repair shall be completely repaved on the same working day. Areas where paving has been removed shall not be left unpaved. Attention is directed to Section entitled "Maintaining Traffic" of the Special Provisions. A drop-off of more than 0.10 foot will not be allowed at any time in areas open to public traffic.

Temporary asphalt concrete tapers, if permitted, shall made with ½" hot mix AC or taper grinding of the existing pavement edge to provide a slope of 30:1, or flatter, between adjacent lanes open to traffic.

Unsuitable Subgrade – Over-Excavation

Areas that exhibit yielding subgrade shall be over-excavated to a depth of 6 inches. The subgrade shall be compacted to minimum ninety-five percent (95%) of maximum dry density (ASTM D1557). The excavation shall be squared off, thoroughly cleaned out, backfilled with hot-mix asphalt material in lifts of up to three (3)-inches maximum and properly compacted. The finished repair shall be tight, level, and shall match the grade and profile of the existing grade prior to application of final pavement resurfacing. The excavation shall be accomplished with proper equipment and in such a manner that the stability of subgrade is not destroyed, and underground utilities are not damaged.

Mark-outs and Quantity Verification

All areas to receive Digout Repair shall be marked and measured by the Engineer in the field. The Contractor shall review these mark outs and measurements in the field with the Engineer prior to commencing any Digout Repair work. The Contractor shall bring any exceptions taken to the Engineer's mark outs and/or measurements to the Engineer's attention prior to proceeding with any work. Any such exceptions shall be made in writing. The Engineer will review any exceptions noted by the Contractor and issue a written response. The amount of Digout Repair used for Measurement and Payment shall be based on the measurements as adjusted by the Engineer. Measurements of post-Digout Repairs shall not be used for measurement and payment and the Contractor shall be solely responsible for the cost of any Digout Repairs made in excess of these measurements and disposal of all materials.

Measurement and Payment

This contract is opting out of payment adjustments for price index fluctuations for oil products per section 9-1.07A of the Standard Specifications and no price adjustments shall be allowed.

"**Dig Out Repair 4-inch Deep (Revocable Bid item)**" shall be measured by the **square foot** of material removed and repaired. Only those areas marked and measured by the Engineer prior to the work will be eligible for measurement. Any base repairs made beyond these measurements shall not be measured for payment. The estimated quantity of Dig Out Repair is for bidding purposes only. This quantity may be

increased, decreased, or eliminated in its entirety based on field condition evaluation by the City Engineer, and no adjustment in the contract bid price or other contract items will be made.

In the event of an increase or a decrease in the amount of the City Engineer's estimated quantity of Dig Out Repair, such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items and no adjustment of the contract price for Digout Repair will be made by reason of such increase or decrease.

"**Full Depth Base Repair (4-inch Deep)**" will be paid for at the contract price per **square foot**. No payment shall be made for Dig Out Repair made by the Contractor in excess of the measurements made by the Engineer. Payment shall include full compensation for doing all work involved in as specified herein including labor, materials, tools and equipment, saw cutting, excavation, grinding, disposal, scarification and recompaction of base material, tack coat, asphalt concrete and compaction, traffic control, as shown on the Plans, as specified in the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

"**Subgrade Over-Excavation**" shall be measured and paid for all the contract price by the **cubic yard** of all the work necessary to excavate where unsuitable subgrade is encountered, including but not limited to excavation, compaction of the subgrade or base, asphaltic emulsion, and furnishing, placing and compacting HMA (Type A), as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer. Basis for volume calculations shall be the area to be over-excavated and the specified depth. The depth for volume calculation is given by the actual field-measured depth and no increase will be allowed.

10-7.00 PROGRESS SCHEDULE

Progress schedules will be required for this contract and shall conform to the provisions in Section 8, "Prosecution and Progress" of the Standard Specifications.

A project schedule detailing the work and street location of the work shall be submitted to the Engineer for review at the pre-construction meeting. Any changes to the reviewed schedule shall require a revised schedule to be resubmitted to the Engineer for review prior to commencing work for the following week.

The Contractor shall deliver an approved schedule to the following entities a minimum of 72 hours prior to starting work:

1. U.S. Post Office
2. Recology
3. SolTrans
4. Schools

Work shall be scheduled in such a way that will not impact garbage collection.

10-8.00 OBSTRUCTIONS

Attention is directed to Sections 5-1.36C, "Non-highway Facilities," and Section 15, "Existing Facilities," of the Standard Specifications.

10-9.00 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

Attention is directed to Section 6-04 REQUEST FOR SUBSTITUTION OF MATERIALS of the Special Provisions.

10-10.00 UTILITY ADJUSTMENTS

Frames and covers within Overlay treatment areas shall be raised to grade.

Frames and covers within areas designated for overlay shall be temporarily removed and stored for reuse. The extension rings shall also be removed down to below elevation of the proposed subgrade. The joint between the existing structure and new component shall be wetted, cleaned and mortared in a smooth finish. Adjustment of manholes to grade shall be accomplished by pouring a new concrete encasement with reinforcing steel, resetting the existing frame and cover, and then placing asphalt concrete as necessary.

The openings shall be protected with steel traffic plates. Steel plates bridge the opening at least one manhole diameter beyond the edges of the opening. Steel plates shall be at least one inch (1") thick. Steel plating shall be set with compacted asphalt around edge of plates for transition of traffic wheel travel.

The Contractor shall store, at his sole expense, frames and covers until they are needed for placement at their finished grade. Damaged frames and covers due to Contractor negligence shall be replaced to the satisfaction of the City at the sole cost of the Contractor.

Upon placement of HMA, frames and covers of existing manholes or other facilities shall be adjusted to grade in accordance with City Std. 327, these Technical Specifications, the standard details, and as directed by the City.

All manhole and other utility covers encountered in the area to be paved with HMA shall be carefully referenced out prior to placement of asphalt by the Contractor and the locations of the cover painted on the surface immediately after paving. Any existing water meter boxes and lids in sidewalk areas shall be raised to grade at new sidewalk and have ¾" drain rock placed at bottom of boxes.

The manhole base shall be covered during the entire operation so that no debris can fall into the sewer and storm drain system. Extreme care shall be taken to prevent spilling foreign material into the drainage or sanitary sewer system. The City may require the Contractor to immediately remove manhole covers for inspection to determine if any foreign material has fallen into the manhole. The Contractor shall be required to immediately remove all foreign material from the manhole's interior.
All materials removed during adjustment, except the existing frame and cover, shall become the property of the Contractor and shall be disposed of as specified in Section 19 of the Standard Specifications. If, in the City's judgment, the existing frame or cover is unsuitable, or does not seat properly in the frame, the existing frame or cover shall be replaced with new frame and cover. Unsuitable frames and covers shall become the property of the Contractor and shall be disposed of as provided above. The cost of replacing unsuitable frames and covers, including water meter boxes, which in the City's judgment were damaged by the Contractor's operations, shall be at the Contractor's expense.

Utility companies reserve the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify the utility agencies prior to start of construction for any coordination effort, and to determine if the utility owners will perform the work using their own forces.

Measurement and Payment

Quantities of Raise Utility Frame and Cover to Grade and Lower in HMA shall be measured per the actual count adjusted. Utility Frames and Covers located within the limits of Plug Paving may be removed and reset twice as a result of multiple paving operations in the same location. Measurement for payment shall exclude counting the same frame or cover multiple times and each frame or cover shall only be counted a single time.

The unit price per **each** paid for the **"Adjust Sewer Manhole to Grade", "Adjust Stormwater Manhole to Grade", "Adjust Water Valve to Grade", "Adjust Survey Monument to Grade", "Adjust Gas Valve Box Frame and Cover to Grade", "Adjust Utility Frame to Grade", "Adjust Electrical Vault Frame**

and Cover to Grade", "Remove and Replace Detector Handhole per Caltrans Std Plan ES-5D", and "Electrical Vault Frame & Cover to be Adjusted to Grade by Others. Coordination with PG&E required" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in raising lowering existing utility frames to grade, including coordination with the utility companies, inventorying, removing, and storing covers, removing concrete collars, placing temporary traffic rated covers, placing temporary or permanent HMA (Type A) pavement, tack coat, placing concrete collars, shimming or grade rings as required, adjusting to finish grade, complete in place; as directed by the Engineer. No compensation will be allowed for the work performed by the owners of the facilities.

10-11.00 REINFORCING FABRIC

Pavement reinforcing fabric shall be placed in resurface areas as shown on the plans and as directed by the Engineer. Unless otherwise noted, pavement reinforcing fabric shall be GlasPave 25 or approved equivalent and shall conform to the Special Provisions and Section 96, "Geosynthetics," of the Standard Specifications and shall be placed in accordance with the requirements of Section 39-2.01B(9) and 39-2.01C(3)(g), "Geosynthetic Pavement Interlayer," of the Standard Specifications. Crack Sealing as surface preparation method per manufacturer recommendation prior to installing pavement reinforcing fabric.

Tack coat shall be applied with a distributer truck equipped to spray a uniform film of tack. The distributer must be capable of maintaining proper temperature, pressure and spray bar height to apply the correct tack coat rate.

Fabric shall not be opened up to traffic until a layer of asphalt concrete is placed on top. Placement of fabric and paving of the asphalt concrete overlay shall be completed within the same work shift.

10-12.00 CRACK SEALING

This work shall consist of cleaning cracks in asphalt concrete pavements and placing a composite crack sealant in pavement cracks to achieve waterproofing of the road surface as specified by the Contract or directed by the Engineer. The work shall be performed prior to installation of any pavement work.

Material

Crack sealing shall be a composite crack sealant, Enflex Crack Sealant, Manufactured by Super Sealing, USA or City approved equal composite sealant.

Mastic shall be Mastic One by Crafco, GAP Mastic D by Maxwell Products, or "approved equal". "Approved equal" products shall be submitted at least 15 days prior to the start of project and approved by the Engineer.

The Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section. Crack sealing shall be performed after pavement repairs are completed and prior to slurry sealing.

Execution

Cracks designated to be repaired shall be cleaned to a minimum depth of ¾" by routing, blast cleaning, and/or other hand methods, followed by cleaning with hot air lance with a minimum of 90 psi, to remove all vegetation, dust, dirt, old sealant, residues, moisture and foreign matter. Air jets used for cleaning shall not have oil residues. Exposed surfaces shall be dry at the time the sealant is applied.

Cracks must be clean and dry before sealant is applied. If necessary, torches may be used to remove

moisture from cracks and joints.

Cracks and joints will have no free or standing water after preparation steps are completed.

Weather conditions shall be appropriate for materials used. Air Temperatures shall not be below 34°F to ensure proper adhesion. Pavement temperatures shall not be lower than 23°F or rising. Pavement temperatures not to exceed 104°F to ensure acceptable set time and non-tracking of material. Goal is to have pavement temperatures no higher than 140°F, or lower - alternatively anti- tracking strategies as cooling water misting can be applied.

Sealant shall not be placed in wet conditions. In the event of rain or wet weather, operations will be stopped until weather has stopped and streets have had sufficient time to dry

Once area has been visually inspected and approved for readiness, sealant shall be brought up to manufacture specified temperature to ensure effective viscosities for placement. If requested by the Engineer, a Certificate of Compliance shall be submitted prior to application. Cracks will be treated as summarized below.

Type of Crack	Routing Required	Type of Sealant
1/8" or less	No Repair	No Repair
Greater than 1/8" but less than 3/4"	Yes, 1"	Sealant
Greater than 3/4" but less than 1 1/4"	No	Sealant
1 1/4" or greater	No	Mastic

Heat and apply hot-applied crack treatment material under with the manufacturer's instructions.

Apply sealant with a nozzle inserted into the crack. Fill the crack flush. If after 2 days the crack treatment is more than 1/4 inch below the specified level, the sealant fails, or the crack re-opens, re- treat the crack. All sealant materials shall be leveled and excess crack sealant removed immediately after placing. Before opening to traffic, crack sealant shall be dry. If sealant is not dry, sand may be applied or the manufacturer's recommended detackifying agent. Sealed cracks in the finished condition shall not protrude above the adjacent surface.

Mastic sealants shall be over banded to the minimum amount possible during construction and struck off flush with the existing pavement.

Post application, the area will be left in a clean and orderly manner that is visually pleasing. Sealed cracks in the finished condition shall not protrude above the adjacent surface. All cracks shall be dried and all construction debris shall be removed before opening roadway traffic.

Quality assurance sampling shall be per Section 36 of the Standard Specifications.

Measurement and Payment

The **LUMP SUM** Contract Price paid for "Crack Seal" shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in crack sealing, including, but not limited to, routing, blowing, crack filling, sanding and clean-up, and all other work, as shown on the Plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

10-13.00 DRAINAGE FACILITIES

Drainage Pipe Installation

Excavation and backfill shall be in accordance with the Special Provisions, Project Plans, Vallejo Flood and Wastewater District Standards, City Standard Specifications, Standard Plans and Specifications, and as directed by the Engineer.

Trench excavation and backfill shall be furnished and installed in accordance with Vallejo Flood and Wastewater District Standard Detail G-1 and City Standard Specifications.

Unless otherwise specifically permitted by the Engineer, all pipes shall be laid upgrade.

All pipe joints shall be sealed with grout or by use of a rubber gasket. A joint lubricant recommended by the pipe manufacturer shall be used on gasket sealed pipe. All excess grout shall be removed from inside the pipe.

Drainage Structures

Drainage structures shall conform to the provisions in Section 70, "Miscellaneous Drainage Facilities," of the Standard Specifications, Vallejo Flood and Wastewater District Standards, City Standards and the Special Provisions.

Drain Inlets shall be standard Type GO Curb Inlet and placed at the locations shown on the Plans.

Drain Inlet construction shall conform to the requirements of Vallejo Flood and Wastewater District Standard Detail SD-2 and SD-5

Sidewalk Cross Drains shall comply with the City Standard Detail 3-19 and placed at the locations shown on the Plans

18" Trench Drain shall comply with the project details and placed at the locations shown on the Plans

Curb, gutter and/or sidewalk damaged due to construction of catch basins or manhole shall be replaced with new by the Contractor at his sole expense. No separate measurement or payment will be made for replacing damaged curb, gutter and/or sidewalk.

Concrete used for drainage structures shall conform to the provisions in Section 90-2, "Minor Concrete," of the Standard Specifications. Portland Cement Concrete shall be Class A, conforming to the provisions of Section 90, "Concrete," of the Standard Specifications. Reinforcement shall be Grade 60 conforming to the provisions of Section 52, "Reinforcement," of the Standard Specifications.

Measurement and Payment

Storm drain pipe, of the various sizes and materials, will be measured and paid for by **the lineal foot** of pipe installed, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved in placing or extending drainage structures as specified herein:

- excavation,
- removal of existing storm drain pipe,
- potholing,
- placing and compacting all required bedding and backfill,
- trench plates (as needed),
- miscellaneous iron and steel,
- flared end sections,
- pipe joints,
- connecting to existing pipes and facilities.
- concrete collars,

- dewatering trench,
- disposal of soil and groundwater,
- CDF backfill,

and any other work required for placing or extending existing drainage structures not specifically enumerated on the plans or in these specifications and no additional allowance will be made therefor.

Drainage Structure Bid Items including **"Install Type GO Curb Inlet"** , **"Install Type B Drain Inlet"**, **"Install Sidewalk Cross Drain"**, **"Install 18" Trench Drain"**, of the various types, will be measured and paid for by at the contract price per **each** for specified types and sizes as installed, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work involved in placing drainage structures as specified herein:

- saw cutting,
- excavation,
- removing and disposal of existing storm drain pipe and excess material where necessary,
- supporting, removal and disposal of existing utilities and their appurtenances,
- placing and compacting all required bedding and backfill,
- installing manhole and/or catch basin bases,
- concrete collar for manholes,
- connecting new and/or existing storm drain to new manhole,
- connecting new and/or existing storm drain to new catch basin,
- trench plates (as needed),
- temporary trench paving,
- miscellaneous iron and steel,
- dewatering trench,
- disposal of soil and groundwater,

and any other work required for placing drainage structures not specifically enumerated on the plans or in these specifications and no additional allowance will be made therefor.

10-14.00 WATER FACILITIES

General

All fire hydrants, water valves, and related appurtenances shall be constructed as shown on the Plans and in accordance with the City Standards, and the Special Provisions.

Concrete shall conform to the provisions in Section 92, "Concrete" of the Standard Specifications and the Special Provisions. Concrete for thrust blocks shall have a minimum compressive strength of 3,000 psi.

Ductile iron pipe shall be cement lined, new pipe conforming to AWWA Standard C151, pressure class 350 and installed per AWWA C600 or latest revision and in accordance with the manufacturer's recommendations. All fittings required shall be mechanical joint type with rubber gasketed restraint glands.

All below ground Ductile Iron Pipe shall be encased in 8 mil minimum, polyethylene film in the tube form. Polyethylene material and installation procedure for the encasement shall conform to ANSI/AWWA C105/A21.5-82 or most recent issue.

Hydrant valve shall be iron body, non-rising stem, resilient-wedge type as per AWWA Standard C509 as manufactured by Mueller or equal and meeting the specific requirements outlined in these specifications. Valves shall open left and be provided with 2-inch square wrench nuts. Valves shall have full opening flow-way of equal diameter as the nominal size of connecting pipe. All internal and external ferrous metal surfaces shall be fully coated with epoxy as per AWWA C550, to protect all seating and adjacent surfaces from corrosion and prevent build-up of scale or tuberculation. Flange bolts and nuts to be ASTM A-276 Type 304 stainless steel. Valves shall have three O-ring stem seals with two seals above the thrust collar and one below. Valves shall be so designed to complete ZERO leakage with flow in either direction at pressures up to 250 psi, which shall be the working water pressure rating of the valves, and they shall be suitable for throttling if required.

A #12 gauge insulated copper tracer wire shall be installed on the top of all underground water piping and looped into all valve boxes, water services and fire hydrant laterals. Buried splices in the tracer wire shall be avoided by terminating the ends of the tracer wire in a concrete utility structure (i.e. valve box). Where an underground splice in the tracer wire is unavoidable, the ends of the wire shall be stripped bare and fastened together with an appropriately sized brass split bolt. The connection shall then be completely encased with 100% silicone sealant and tightly wrapped with 10 mil polyethylene tape. The tracer wire shall be attached to the water main with duct tape or other means to prevent displacement during backfilling operations.

Fire Hydrant and Lateral Assembly

Fire hydrant and lateral assemblies shall conform to City Standard Plan W1 and the Special Provisions. Fire hydrants shall be a Commercial fire hydrant having one 2-1/2" and two 4-1/2" outlets. Clow 960 or approved equal. A 5-ft x 6-ft concrete pad shall be provided at fire hydrants as shown on the plans.

Fire hydrant and lateral assembly shall be completed by "hot-tapping" the existing water main. The hot tap shall be a minimum of 2-feet from any joint, service or other appurtenance. Prior to ordering the hardware required to complete the connection, the Contractor shall excavate and verify the material, condition and size of the existing main. The hot tap location shall be inspected by the Engineer and approved prior to performing the hot tap. The hot-tap of the main shall be performed in the presence of the Engineer.

Contractor shall install temporary and permanent thrust blocking, as necessary, for restraint.

Trench excavation and backfill shall be furnished and installed in accordance with City Standard Detail ST-7 and City Standard Specifications. Trench shoring and bracing shall conform to the provisions in Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications and the Special Provisions.

Unless stationing is called out on the plans, fire hydrant locations are approximate and shall be field located with City approval.

Existing fire hydrants shall be kept operational until the new fire hydrant has been pressurized. A high velocity flushing of the hydrant lateral shall be witnessed and approved by the Engineer. New fire hydrants shall be operational the day following old fire hydrant shut down. Notify the City Fire Department prior to any hydrant shut down.

Upon satisfactory completion of the new hydrant, the Contractor shall remove and salvage the existing fire hydrant. Salvaged hydrants shall be delivered to the City's Corporation Yard at 2400 East Second Street. Fire hydrant removal includes: separating existing hydrant barrels from risers and buries; removal and disposal of riser, break-off check valve, removal and disposal of the concrete pad; and the bury is to be capped or plugged. After fire hydrant removal, the existing lateral shall be abandoned in place and filled

with sand slurry and a concrete pipe plug extending a minimum of 12" at the ends. Existing hydrant lateral gate valves shall be fully removed and the pipe ends abandoned and plugged. Existing tee abandonment shall consist of a water tight blind flange. Curb, gutter, and sidewalk shall be removed and replaced where required. New curb, gutter, and sidewalk shall conform to City Standards.

Measurement and Payment

The LUMP SUM Contract Price paid for **"Install Fire Hydrant & 6" Lateral"** shall be considered as full compensation for furnishing all labor, materials, tools, equipment, hot tap materials and connection, thrust blocking, restrained joints, pipe, gate valve and valve box, new hydrant, concrete pad, and other appurtenances, and doing all the work involved in installation of the fire service lateral assembly complete in place, as specified herein, and no additional allowance will be made therefore.

10-15.00 PEDESTRIAN PUSH BUTTON ASSEMBLIES

Pedestrian push buttons shall conform to the provisions in Section 86-1.02U and Section 87-1.03U, "PUSH BUTTON ASSEMBLIES," of the Caltrans Revised Standard Specifications and the Special Provisions.

Pedestrian push button assemblies shall be Type B. Instructional signs shall be 5" x 7" nominal size. The instructional signs shall conform to the latest version of CA MUTCD.

Measurement and Payment

"Install Single Direction Pedestrian Push Button (PPB)" will be measured based on the actual count installed and paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, including wiring, conduit, and other appurtenances, and doing all the work involved in installation complete in place, as specified herein, and no additional allowance will be made therefore.

"Install Dual Direction Pedestrian Push Button (PPB)" will be measured based on the actual count installed and paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, including wiring, conduit, and other appurtenances, and doing all the work involved in installation complete in place, as specified herein, and no additional allowance will be made therefore.

"Remove Existing PPB, Pole and Foundation" will be measured based on the actual count removed and paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved in installation complete in place, as specified herein, and no additional allowance will be made therefore.

"Remove Existing PPB from Existing Street Light Pole" will be measured based on the actual count removed and paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved in installation complete in place, as specified herein, and no additional allowance will be made therefore.

10-16.00 ROADSIDE SIGNS

Roadside sign installation and post shall be in conformance with City Standards, the California Manual on Uniform Traffic Control Devices Figure 9C-112 (CA), and the Special Provisions.

Measurement and Payment

Roadside Sign on Existing Pole shall be measured and paid for as **each** from actual count. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to disposal, signs, brackets and fastening hardware, and cleanup shall be considered as included in the contract unit price for Roadside Sign on Existing Pole, as shown on the plans, as specified in the Special Provisions and as directed by the Engineer and no additional compensation will be allowed.

END OF SECTION 10

SECTION 11: TEMPORARY TRAFFIC CONTROL

11-1.00 TRAFFIC AND PEDESTRIAN CONTROL

Construction Area Signs

Construction area signs are required for the direction of public vehicle and pedestrian traffic through or around the work during construction.

Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications, which sections are hereby incorporated in the Special Provisions as if set forth in full, and the Special Provisions. Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications set forth the Contractor's responsibilities for public convenience and public safety.

Construction area signs shall not be used until they are needed, and when no longer needed, they shall be removed from the site of the work.

Maintaining Traffic

Attention is directed to Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12 "Temporary Traffic Control," of the Standard Specifications. Nothing in the Special Provisions shall be construed as relieving the Contractor from his responsibilities as provided in said Section 7-1.04.

Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of the Special Provisions and to the current edition of the California Manual of Uniform Traffic Control Devices (CAMUTCD), Chapter 6, "Temporary Traffic Control".

If any component in the traffic or pedestrian control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The Contractor shall submit a schedule and traffic and pedestrian traffic control plan with work hours. No night work shall be permitted, unless approved in writing by City Engineer. The Contractor shall maintain traffic control between 7:00am and 5:00pm. The minimum width of a traffic lane shall be ten (10) feet. Flashing Arrow Boards shall be required for all lane closures. No street closures are permitted. Lane closures are only allowed between the hours of 8:30a.m. and 4:30p.m.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can be restored. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents, in writing, at least 3 working days in advance.

To minimize the disruption to public traffic, the Contractor shall:

1. Permit local traffic to pass through the work with the least possible inconvenience or delay.
2. Maintain existing driveways, commercial and residential, within the vicinity of the work area, keeping them open and in good, safe condition at all times. No parking or staging of contractor equipment or vehicles are allowed on private driveways.
3. Restricted access to driveways shall not be more than 4 hours.
4. Remove or repair any condition resulting from the work that might impede traffic or

create a hazard.

5. Keep existing traffic signal and roadway lighting systems in operation throughout the construction work.

To protect the right of abutting property owners, the Contractor shall:

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.
2. Maintain ready access to houses or businesses along the line of work, including ramps over bypass.
3. Notify all parties as specified in these Technical Specifications.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, and when construction operations are not actively in progress.

The Traffic Control System shall be placed, maintained and removed under the direct supervision of a person who is certified by either the Institute of Transportation Engineers (ITE), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control.

The Contractor shall designate in writing the person who shall have the responsibility for supervising the activities associated with the Traffic Control System. Traffic Control System Plan as per Public Safety, along with proof of certification, shall be submitted in writing at the Preconstruction meeting to the City for approval. Any changes to plan, shall be provided to the City for his approval, two (2) working days in advance of any planned activity, which requires traffic control. The person designated shall have the authority to stop the work if necessary.

Failure of the designated person to be present at the job site when any part of the Traffic Control is in place shall be considered a failure on the part of Contractor to perform a provision of the contract. The City shall, in accordance with Section 8-1.06, "Suspensions" of the Caltrans Standard Specification, suspend all work until such time satisfactory arrangements have been made to have a certified person on the job site at all times when the Traffic Control System is in place. The days on which the suspension is in effect shall be considered working days if such days are considered working days within their definition set forth in Section 8-1.05 of the Caltrans Standard Specifications.

At the Pre-construction meeting the Contractor shall submit proof of “Qualification of Flaggers”, and “Documentation of Training” as per the most current CAMUTCD (2014, Revision 9 dated April 1, 2025) Section 6E.01. Further, Contractor shall comply with the following references by the CAMUTCD: “To ensure that the traffic control device practitioner is accessing the most current information regarding traffic control device topics for California, the practitioner is advised to always reference the California MUTCD web site.” The California MUTCD, California Sign Specifications and other publications and related current information is available on the Internet at the following web link: https://dot.ca.gov/programs/safety-programs/camutcd

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
Whenever the Contractor's operations obliterate pavement delineation (lane lines, either pavement markers or painted lines or both, or temporary delineation), such pavement delineation shall be replaced by either

permanent or temporary delineation before opening the traveled way to public traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than 4 feet long nor less than 4 inches wide spaced no more than 10 feet apart on curves nor more than 20 feet apart on tangents. Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder.

Temporary striping shall be in place at the end of each working day and shall be maintained daily and on weekends on a consistent basis.

Flagging Costs

Section 12-1.04, "Payment," of the Standard Specifications is amended to read:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety," of the Standard Specifications shall be considered as included in the contract lump sum price paid for Traffic Control System and no additional allowance will be made therefor.

Traffic Control Plan

It is the responsibility of the Contractor to provide an updated schedule and Traffic Control Plan ten (10) working days prior to beginning construction. Work shall not begin until the schedule and plan is approved by the Engineer.

The content of the Traffic Control Plan shall include, but not be limited to, the following:

a. Show location and limits of the work zone.
b. Give dimensions of lanes affected by traffic control that will be open to traffic.
c. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans standard.
d. Dimension location of signs and cone tapers.
e. Identify side streets and driveways affected by construction and show how they will be handled.
f. Show how pedestrian traffic will be handled through the construction site.
g. Demonstrate how two-way traffic will be maintained.

No work except for the installation of project identification signage will be allowed to commence prior to approval of the work zone Traffic Control Plan.

Removal of On-Street Parking

Forty-eight (48) hours prior to construction, the Contractor shall place barricades signed "NO PARKING – TOW AWAY – Specific Time and Date(s)" at 100-foot intervals or a minimum of two (2) signs per block, whichever is greater, in the work area. "NO PARKING" signs must also state "C.V.C. 22651 (L)". See

example below. Contractor shall place vehicle notices on front windshield 72 hours in advance and provide photo evidence of posting notices.

TOW AWAY
NO PARKING

THERE SHALL BE NO PARKING ON THIS STREET BETWEEN THE HOURS OF: _____ AND _____
ON _____

VEHICLES FOUND IN VIOLATION WILL BE TOWED.

C.V.C. 2265(L)

"NO PARKING – TOW AWAY" signs shall be submitted for approval by the Engineer prior to their use. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place. "NO PARKING" signs and barricades shall be supplied by the Contractor.

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area. Any resulting delay will be the responsibility and at the expense of the Contractor.

Advance Public Notification

General Notifications - The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utilities companies, refuse collectors, schools, and any other persons or agencies who may be affected by this project at least two (2) weeks prior to construction. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

General information Parking
Traffic delays and alternate routes Driveway closures
Temporary relocation of bus stops Waste pick up

Public Notification Process - One week prior to beginning any work in an area, the Contractor shall distribute an approved written notice to all adjoining residents and businesses, property owners, tenants and applicable parties. Such notice shall state that all vehicles and equipment need to be moved off of the street and include the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, and the name, address, and 24-hour telephone number of the Contractor. A draft copy of the notice shall be provided to the City for approval, prior to distribution.

Notice shall be given for general construction activity in an area as well as specific activities which will, in any way, inconvenience the resident/property owner or affect their operations or access to their property.

The Contractor shall maintain a 24-hour cellular telephone. The Contractor shall check for messages at least once every twelve hours, seven days a week, including weekends and holidays. The Contractor shall respond promptly to all calls. The cost of maintaining the 24-hour telephone as herein specified shall be considered as included in the various other contract items and no additional compensation shall be allowed therefor.

Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period. The Contractor shall bear full responsibility for maintaining traffic control during the construction period. Contractor shall maintain traffic circulation at all times during the project.

If paving operations have been postponed or cancelled and no work has occurred in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify affected residents and businesses by providing new door-hanger notices with a minimum of two (2) working days prior to the start of work.

The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the City.

Failure to comply with the above notification requirements could result in cancellation by the City, of the day's work. No extension of time or additional cost will be granted for delays to the Contractor caused by any work cancellations.

No work shall take place prior to the required notification, re-notification, or coordination work with affected facilities.

Measurement and Payment

The contract **lump sum** price paid for **"Traffic Control"** shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), Traffic Control Plan, tools, equipment, and incidentals and for doing all the work involved in placing, removing, storing, maintaining, and moving to new locations, replacing, and disposing of the components of the traffic control system as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer. Failure to implement the approved Traffic Control Plan may result in penalties for non-compliance, including a fine of $300 for the first offense, $600 for the second offense, and up to $1,500 per day for subsequent or continued violations until corrections are made, capped at a maximum of $5,000 per violation.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work" of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made in accordance with Sections 5-1.04 and 5-1.05 of the Special Provisions.

Section 12 "Temporary Traffic Control", of the Caltrans Standard Specifications is revised with respect to the measurement and payment of flagging costs, portable changeable message signs, flashing arrow signs, construction area signs and channelizers: these items shall be considered as included in the lump sum price for traffic control.

11-2.00 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained and removed in conformance with the provisions in Section 12-1.01, "General," of the Standard Specifications and the Special Provisions. Nothing in the Special Provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

General

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement

delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Temporary Laneline, Centerline, and Edgeline Delineation

Whenever lane lines and centerlines are obliterated the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 20 feet. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long-term day/night use (6 months or less) in "Approved Traffic Products" of the Standard Plans and Standard Specifications.

Temporary reflective raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Removal of Temporary Pavement Markers Prior to Surface Treatment

Temporary lane line or centerline delineation consisting of entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 20 feet shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at the Contractor's expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Measurement and Payment

Full compensation for the Installation and Removal of Temporary Pavement Delineation shall be considered as included in the price paid for various bid items and no additional compensation shall be allowed therefor.

END OF SECTION 11

SECTION 12: REMOVALS & CLEARING

12-1.00 REMOVAL OF EXISTING IMPROVEMENTS

The Contractor shall remove and dispose of existing striping, traffic legends, asphalt concrete, aggregate base, soil, concrete curb ramps, concrete sidewalk, concrete gutters and valley gutters at the locations shown on the Plans. When curb ramps, gutter pans, sidewalk and lengths of curb are removed, temporary ramps shall be installed as necessary to provide access and the Contractor shall immediately place portable delineators along the edge of the pavement. Portable delineators shall be 36-inch minimum height, orange with white reflectors. The delineators shall be maintained by the Contractor until pavement and crosswalks are placed. All materials removed shall be legally disposed of in accordance with Section 4-1.13, "Cleanup," of the Caltrans Standard Specifications.

Existing concrete to be removed shall be sawcut at the nearest joint or score line. Any existing concrete damaged by reason of the Contractor's operations outside this limit shall be repaired at the Contractor's expense. The repair shall be made by removing and replacing the entire portion between weakened plane joints or score lines. Any saw cutting to be performed shall be vacuumed and swept clean along with any water discharge captured in a manner so as not to remain in gutter pans, on roadway and sidewalk surfaces or exposed to waterways, storm drain systems, inlets or creek areas. Contractor shall be responsible for capture and offsite disposal of said water discharge.

Existing pavement markers and thermoplastic striping, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of by grinding. Traffic striping and marking shall only be removed within three (3) working days of the slurry seal on each street. Temporary striping shall be placed upon removal of pavement markers and striping. The contractor is required to maintain temporary striping at all times.

The Contractor shall reference all thermoplastic pavement striping and markings and submit the reference information to the City prior to any removal.

Full compensation for Remove Traffic Stripes and Pavement Markings shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor.

Existing pavement markers (including fire hydrant markers) when no longer required for traffic lane delineation as directed by the Engineer shall be removed and disposed of by an approved method. Temporary striping shall be placed upon removal of pavement markers and striping. The contractor is required to maintain temporary striping at all times.

Full compensation for Remove Pavement Markers shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor.
The Contractor shall remove painted and thermoplastic stripes and legends within the limits of work shown on the Plans. All materials removed shall be disposed of in accordance with the Caltrans Standard Specifications.

The Contractor's attention is directed to the State Health and Safety and CAL- OSHA regulations and requirements regarding the removal, handling and disposal of thermoplastic and painted traffic striping and pavement markings. The Contractor is responsible for any additional requirements necessary to comply with the regulations.

Where grinding or other methods approved by the City are used to remove thermoplastic and painted traffic stripe and pavement marking, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the City. Contractor shall be responsible for

offsite disposal of said removals.

Nothing in these Technical Specifications shall relieve the Contractor of the Contractor's responsibility as specified in Section 7-1.04, "Public Safety," of the Caltrans Standard Specifications.

Measurement and Payment

Full compensation for the removal of Existing Improvements including asphalt concrete, concrete valley gutters, curb ramps and sidewalk shall be considered as included in the price paid for various bid items, and no additional compensation shall be allowed therefor.

Full compensation for the removal and disposal of existing thermoplastic and painted striping and markings shall be considered as included in the price paid for various bid items and no additional compensation shall be allowed therefor.

The contract unit price paid per **Linear Foot** for **"Remove Existing Crosswalk Striping"** shall include full compensation for the removal and disposal of existing thermoplastic and painted striping outside the limits of the AC rehabilitation, and no additional compensation shall be allowed therefor.

12-2.00 TREE TRIMMING INCLUDING CERTIFIED ARBORIST

Tree trimming will be done to allow for the clearance of slurry seal equipment. From the back of curb, trees will be trimmed to a clearance height of 16 feet.

If there are tree roots larger than 1" in diameter present at locations where base repairs are specified, Contractor shall obtain approval from a licensed arborist prior to cutting, pruning or removing any tree roots while performing base repairs.

Measurement and Payment

Full compensation for Tree Trimming Including Certified Arborist shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor.

12-3.00 CLEANUP

The Contractor shall keep the site in a sanitary and neat condition each day during the project. The Contractor shall eliminate refuse from the site as necessary and when directed by the City in order to avoid an unsightly appearance or inconvenience to others.

The Contractor shall remove and sweep all debris from sidewalks, curb and gutter by the end of each day. This includes staging sites of trucks and haul routes.

Upon completion of Striping, Markings and Raised Pavement Markers installation, the Contractor shall thoroughly clean the work site of all waste, rubbish, construction debris, drips, over sprays, improper markings, and the tracked thermoplastic materials; all of which shall be removed immediately from the pavement surface by methods approved by the Engineer.

Upon completion of the work, the Contractor shall remove from the site all unused materials and all equipment belonging to or used by Contractor and all rubbish resulting from Contractor's work on this project.

Contractor agrees to assume sole and complete responsibility for the job site during the course of

construction of this project, including safety of all persons and property, that this requirement shall apply continuously and not be limited to normal working hours, and that the Contractor shall hold the City and City representatives harmless from any and all liability in conjunction with the performance of the contractor's work.

Measurement and Payment

Full compensation for Cleanup shall be considered as included in the various items of work involved and no additional compensation will be allowed, therefor.

END OF SECTION 12

SECTION 13: EARTHWORK

13-1.00 EXCAVATION AND BACKFILL

DESCRIPTION

Excavation and/or grading and backfill shall conform to the provisions in Section 19, "Earthwork," of the Caltrans Standard Specifications and these Technical Specifications. Areas for excavation include but are not limited to curb ramp replacements as described on the plans and in these Technical Specifications.

MATERIALS

Aggregate base shall be as specified in Section 10-7, herein.

EXCAVATION

All excess excavated material, striping, and traffic legends shall be disposed of outside the right-of-way as required by Section 19 of the Caltrans Standard Specifications. The depth of the excavation shall be to the lines and grades shown on the plans and as directed by the City.

Existing concrete and bituminous surfacing (at-grade and/or up to two-feet below grade) is required to be removed to construct proposed improvements as shown on the plans and as directed by the City. Material shall be removed and disposed of in accordance with local ordinances.

Where existing concrete or asphalt surfacing is to be removed flush with back of existing curbs, even where such surfacing is monolithic with existing curbs, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 4 inches before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the various contract items of work and no additional compensation will be allowed therefore. Damage to existing curb during these operations shall be corrected and paid for by Contractor.

Sawcut HMA shall be prevented from entering the storm drain system by covering or barricading storm drains. The Contractor shall vacuum and dispose of HMA off- site in accordance with Section 19 of the Caltrans Standard Specifications.

If unsuitable material is encountered at the grading plane, as defined in Section 19- 1.03B, “Unsuitable Material” of the Caltrans Standard Specifications, said material shall be removed and disposed of off-site by the Contractor. Voids created by the removal shall be replaced as directed by the City. Base Failure repairs shall be accomplished prior to placement of pavement. In general, this will include the following:

Over excavate the area to a depth of at least 12 inches or as directed by the City; Backfill with class 2 aggregate base as described in the City of Vallejo Special Provisions and compact to 90% relative compaction. Jetting is not allowed.

PREPARATION OF SUBGRADE

Compaction of existing subgrade for removal and replacement of concrete curb ramp shall conform to Section 10-7.3.

Measurement and Payment

Full compensation for excavation and grading shall be considered as included in the items of work involved but not limited to sampling, testing and disposal of excavated materials and no additional compensation will be allowed therefor.

13-2.00 CLASS II AGGREGATE BASE

The work covered by this section shall consist of furnishing, spreading and compacting aggregate base required during utility operations, pavement works, and concrete works, in accordance with the provisions of Caltrans Standard Specifications Section 26, "Aggregate Bases", and as specified herein.

Class II Aggregate Base shall be ¾" maximum, shall be placed and compacted conforming to the provisions in Section 26, "Aggregate Bases," of the Caltrans Standard Specifications.

On Site Recycled Aggregate Base

The existing asphalt concrete surfacing and aggregate base may be pulverized and reused as aggregate base if the processed material meets the quality requirements herein. Pulverization shall be performed by a machine designed for full depth reclamation work. Cold planing machines shall not be used for pulverization and processing of recycled base. If pavement grinding (from this project only) is to be recycled into recycled base, the must be mixed with approximately equal amounts of Class 2 Aggregate Base and processed and mixed through the pulverizer. On Site Recycled Aggregate Base shall be uniformly mixed and meet the following requirement:

Sieve Sizes	**Percentage Passing**
2-1/2 inches	100
1-1/2 inches	90-100
3/4 inch	90-100
No.4	25-60
No. 200	2-12
Quality Requirements	
Tests	**Requirements**
R-Value	75 minimum
Sand Equivalent	25 minimum
Durability Index	35 minimum

If On Site Recycled Aggregate Base is used, it shall be placed in a uniform layer at the bottom of the aggregate base section. The minimum lift thickness shall be 3 inches. All segregated material shall be removed and replaced with acceptable aggregate base.

95% minimum relative compaction as determined by State of California compaction test No. 216G. The finished surface of the base course shall meet the grade and cross section of the existing pavement. Grading tolerance shall be 0.02' or less.

The City may contract with and pay for initial compaction tests for Quality Assurance. Contractor shall pay the cost for retesting and re-inspections of failed work until such work is accepted. Quality control inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

Measurement and Payment

The contract **cubic yard** price paid for **"Class II Base"** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in procuring, placing, treating (e.g. herbicide treatment), pavement grinding and compacting Class 2 aggregate base where called out on plans in areas of concrete curb ramps and sidewalk, and/or other areas, and no additional compensation will be allowed therefor and shall be paid for in the various bid items.

END OF SECTION 13

SECTION 14: CONCRETE IMPROVEMENTS

Description

Existing and new concrete facilities including, but not limited to, curb ramps, retaining curbs, curb and gutter, curb and gutter at driveway, detectable warning surface, sidewalk, valley gutter, and additional minor concrete shall be removed and replaced at the locations indicated on the plans and in the field or as directed by the Engineer. All new curb ramps shall have detectable warning surfaces installed. This section also includes removal, excavation, backfilling, and compacting base material to grade, forms and bracing, reinforcing, placement and finishing of concrete, curing and protection of concrete after placement. Concrete curbs, gutter, sidewalks, curb ramps and detectable warning surfaces shall comply with Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications.

The construction of curb ramps, sidewalk, curb and gutter, cross gutter, and retaining curbs shall conform to the applicable provisions in Section 73 "Concrete Curbs and Sidewalks" of the Caltrans Standard Specifications, the details on the plans, and these Technical Specifications. Curb ramp work consists of all work involved in removing existing facilities and constructing new curb ramp. Prescriptive Design installations shall be field fit to accommodate all regulatory design requirements and conform to the existing conditions to the extent possible. The City shall assume responsibility for nonconformance in the event design requirements are not achievable.

Attention is directed to Section 10-1.09 , "Protection of Existing Facilities and Property," of the Special Provisions with regard to damage to existing improvements and landscaping. Damage to existing landscaped areas or sidewalk due to construction or replacement of curb and gutter shall be repaired and/or replaced to the condition existing before construction. Replacement landscape materials shall match the existing materials as closely as possible. Damaged lawn areas shall be replaced by sod.

Attention is also directed to Section 10-1.06 , "Maintaining Traffic and Pedestrian Operations," of the Special Provisions.

All soft or spongy subgrade material within sidewalk areas shall be removed and replaced with suitable material as required by the Engineer. Aggregate base shall be placed under all minor concrete, as specified below and as shown on the Plans.

Aggregate base shall be placed under all minor concrete, as shown on the Plans. Aggregate base shall be Class 2 Aggregate Base, 3/4" maximum gradation, in accordance with Section 26-1.02B, "Class 2 Aggregate Base," of the Standard Specifications and to the Special Provisions. Aggregate base material shall be compacted to 95% of maximum theoretical compaction (California Test 309) as determined by California Test 375 (Nuclear Density Device may be used).

Reinforcement shall conform to the requirements of Section 52, "Reinforcement," of the Standard Specifications.

Where new concrete is joining existing concrete, the new concrete shall align and conform to adjacent elevations and create a smooth transition. When tying into existing concrete curb, gutter, and sidewalk, the existing concrete shall be doweled as shown on the plans.

The Engineer shall be notified 24 hours prior to concrete pour. The Contractor shall provide string lines and forms delineating the proposed concrete surface for Engineer observation a minimum of four (4) hours prior to concrete pour. No concrete shall be poured until Engineer has approved the forms.

All oil, paint, tire, graffiti, and other marks shall be removed from all minor concrete construction by sandblasting or complete replacement prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting or complete replacement.

All grade differentials adjacent to new concrete over 1" shall be backfilled with native soil at a 4:1 maximum slope and compacted to 90% relative compaction. No separate payment will be made for backfilling and compaction of native soil.

The work involved for Curb Ramp and associated Sidewalk shall generally require:

(1) Construction staking and layout. The Contractor shall allow a minimum of two (2) weeks for review and approval of the layout plan prior to sawcutting.
(2) Sawcut existing concrete to nearest score line. Review with city inspector prior to performance. (Utilize wet spray as a minimum for dust control while sawcutting. See Section 10-5.5)
(3) The removal of the curb ramp, adjacent sidewalk and curb & gutter as needed to conform to adjoining grades.
(4) Subgrade preparation, including excavation, placement and compaction of aggregate base
(5) Construction of new ramp (including the installation of a prefabricated detectable warning surface, as shown on the plans, in conformance with the manufacturer's recommendations)
(6) Maintain gutter flow elevations and demonstrate this to the City inspector by water flow test to ensure there's no ponding.
(8) Matching existing surrounding curb ramp surface as shown on the plans.

Landscaping, yard drainpipes, driveways, walkways, mailboxes, retaining walls, fencing, sprinkler heads and lines located near the existing back of sidewalk or sidewalk ramp shall be protected from damage. Sewer cleanouts located near the existing back of sidewalk or curb ramp shall also be protected from damage and remain free of debris. Any damage shall be repaired at the Contractor's expense to the satisfaction of the City.

Grind existing high curbs located at curb ramps shown on plans. Grind down curbs to be flush with gutter flowline.

Coordination

Contractor shall notify the City 72 hours in advance of concrete removal. It is the Contractor's responsibility to contact USA at least three (3) working days in advance of any concrete removal.

If there are tree roots larger than 1" in diameter present at locations where concrete repairs are specified, Contractor shall obtain approval from Owner prior to cutting, pruning or removing any tree roots while performing concrete repairs or improvements.

Contractor shall comply with the pedestrian safety and traffic control requirements identified in Section 4 "Traffic Control and Construction Area Signs" of the Special Provisions and the City's Temporary Traffic Control Guidelines.

The Contractor shall coordinate with PG&E, Comcast, AT&T, Vallejo Flood and Wastewater District (VFWD), or Vallejo Water Department so these utility owners can adjust their existing facilities within the project limits to finish grade or get approval to adjust on their behalf.

Submittals

The Contractor shall furnish a concrete mix design to the Engineer at least five (5) working days prior to the start of the work.

1. Contractor shall submit a complete ADA curb ramp layout plan for review and approval in accordance with the plans and specifications outlining any conflicts.
2. Submit concrete mix design for approval before any concrete is brought to the site.
3. One copy of the supplier's ticket for each load delivered shall be presented to the Engineer.
4. Submit quarry and lab evaluations for all imported fill and base materials, including sieve analysis

and analysis for compliance with Standard Specification requirements.

5. The Contractor shall furnish a Class 2 aggregate base submittal for ¾-inch maximum aggregate gradation per Section 26-1.02B of the Standard Specifications.

Materials

Concrete shall conform to the provisions of Section 90 of the Standard Specifications. These Technical Specifications shall take precedence over Section 90 of the Standard Specifications in case of any conflict.

A. Formwork

1. Lumber shall be construction grade Douglas Fir or approved equivalent.
2. Metal, gage sufficient to provide equivalent rigidity and strength.
3. Corner formers shall be chamfered wood.
4. Form release agent shall be colorless mineral oil which will not stain the concrete or impair natural bonding characteristics of coating intended for use on concrete.

B. Reinforcement (where called for in the plans):

1. Reinforcement Bars: ASTM A615, Grade 60 deformed steel.
2. Reinforcing Supports: Reinforcing shall be held away from soil and forms by concrete blocks with integral tie-wire to secure them to the reinforcing.
3. Tie Wire: 16 gage annealed type.
4. Dowels: ASTM A615, Grade 40, uncoated #4 deformed steel.

C. Aggregate Base Material

1. Aggregate Base (AB) must comply with the quality requirements in the Standard Specifications Section 26-1.02B.
2. The grading requirements shall be as shown for ¾ inch maximum material.
3. Aggregate base exceeding a workable moisture content will be rejected by the Engineer and shall be immediately removed from the project site by the Contractor. At least 6 inches of aggregate base shall be placed under concrete curb & gutter, curb ramps, valley gutters, sidewalk, and other concrete improvements unless shown otherwise on the Project Plans.

D. Concrete

The Contractor shall furnish a concrete mix design to the Engineer at least five (5) working days prior to the start of the work, based on the following guidelines:

1. Cement:
   a. Portland cement must comply with ASTM C150, Type II or Type V Portland cement.
   b. Cementitious materials must comply with Standard Specifications Section 90-1.02B.
2. Aggregates:
   a. Fine Aggregate: ASTM C33, clean washed angular sand, complying with Standard Specifications Section 90-1.02C(3).
   b. Coarse Aggregate: ASTM C33, clean crushed rock complying with the table in Standard Specifications Section 90-1.02C(4)(b) for 1" x No. 4 nominal size.
3. Water:

a. Clean and free from deleterious amounts of acids, alkalis, scale, or organic materials.
b. Water must comply with Standard Specifications Section 90-1.02D.
c. Slump must not exceed 4" as the material is placed.

4. Admixtures:
   a. All exposed concrete shall have lampblack added at the batch plant in the amount of one pound per cubic yard.
   b. No other admixtures may be included without prior approval of the Engineer.

E. Detectable Warning Surface

All curb ramps shall have a detectable warning surface (DWS) installed in conformance with the 2024 Standard Plans (RSP) A88A, and local City requirements. The color of the DWS installed shall conform to the 2024 Standard Plans, yellow color no. 33538 of FED-STD-595.

Where shown on the project plans, each existing ramp shall be removed in their entirety and replaced with a new ramp. A cast in place style of DWS shall be installed at each new or retrofitted ramp, in conformance with these Technical Specifications. No surface-applied matting systems (i.e. glued and screwed) style of DWS shall be allowed on new curb ramp construction or retrofit work.

Prefabricated detectable warning surface shall be constructed of an epoxy polymer composite with an ultraviolet stabilized coating employing aluminum oxide particles in the truncated domes, in conformance with the requirements established by the Department of General Services, Division of State Architect and be installed in conformance with the manufacturer's recommendations. The finished surfaces of the detectable warning surface shall be free from blemishes.

The manufacturer shall provide a written five-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

Prefabricated detectable warning surface shall meet or exceed the following criteria:

1. Water Absorption: 0.35% maximum, when tested in accordance with ASTM D570.
2. Slip Resistance: 0.90 minimum combined wet/ dry static coefficient of friction on top of domes and field area, when tested in accordance with ASTM C1028.
3. Compressive Strength: 18,000 psi minimum, when tested in accordance with ASTM D695.
4. Tensile Strength: 10,000 psi minimum, when tested in accordance with ASTM D638.
5. Flexural Strength: 24,000 psi minimum, when tested in accordance with ASTM C293.
6. Gardner Impact: 450 inch-pounds per inch minimum, when tested in accordance with Geometry "GE" of ASTM D5420.
7. Chemical Stain Resistance: No reaction to 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint, when tested in accordance with ASTM D543.
8. Wear Depth: 0.03" maximum, after 1000 abrasion cycles of 40 grit Norton Metallite sandpaper, when tested in accordance with ASTM D2486-Modified.
9. Flame Spread: 25 maximum, when tested in accordance with ASTM E84.
10. Accelerated Weathering: No deterioration, fading or chalking for 2000 hours, when tested in accordance with ASTM D2565.

In addition to the requirements above, prefabricated detectable warning surface adhered to

concrete shall meet or exceed the following performance criteria:

1. Accelerated Aging and Freeze Thaw of Adhesive System: No cracking, delamination, warping, checking, blistering, color change, loosening, etc. when tested in accordance with ASTM D1037.
2. Salt and Spray Performance: No deterioration after 100 hours of exposure, when tested in accordance with ASTM B117.

F. Expansion Joint Materials

1. ASTM D 1751, performed; 1/2-inch thick max., unless otherwise specified.

G. Concrete Mix Design

1. General-Use Concrete
   a. 28 Day compressive strength of 3,000 psi with Type II or V Portland cement
   b. 4" maximum slump
   c. 3/4" maximum aggregate size
   d. 1lb. lampblack per cubic yard

2. High Early Strength Concrete: submit a mix design that can perform as follows:
   a. Concrete for driveway approaches and sidewalk leading to entrances to residences and businesses must be in service very shortly after placement.
   b. Sidewalk accessing a building must be covered with a temporary walkable surface by the end of the day in which it was placed and must be fully walkable by the end of the next day.
   c. Driveway approach ramps, including the gutter in front and the sidewalk behind, must be fully capable of supporting automobile traffic without cracking on the third day after placement.

Execution

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense. All concrete removed shall become the property of the Contractor to be disposed of outside the right of way at the end of each workday.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.

The Contractor shall flow line water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the Engineer.

A. Scheduling

1. Coordination with ongoing neighborhood activities:
   a. During non-working hours, and particularly over weekends and holidays, safe access/egress must be provided for the residences and businesses. Work must be scheduled such that operations can be completed, or temporarily suspended, and safe passage can be restored, by the end of eachworkday.
   b. Construct new sidewalks, curb ramps, or driveway approaches on one side of the street at a time to leave the sidewalk on the other side accessible by pedestrians.
   c. Driveway approaches must be safely passable by automobiles, without damage to the new concrete, by the end of the last workday of each week.
   d. If Contractor cannot satisfy these requirements without incurring extra costs, such as premium pay for workers or additional charges from the batch plant, these

additional costs shall be entirely borne by the Contractor and no additional compensation shall be paid by the City.

2. Inspections:
   a. All inspections by the City must be scheduled with the Engineer no less than 48 hours in advance of the time needed.
   b. The Engineer must approve ADA curb ramps prior to sawcutting and approve formwork prior to concrete placement.
   c. The Engineer must approve subgrade prior to placement of class 2 AB.
   d. The Engineer must approve compaction of AB, placement of forms, reinforcement, and dowels into adjacent existing concrete, prior to placement of concrete.

B. Coordination with Other Work

1. Contractor shall allow for the installation of all sleeves, all pipes, all drainage structures, all irrigation pipes and wires, and all electrical conduits, all embeds, and any other components that are required in this project.
2. Contractor must install new sign posts, or re-install existing sign posts, when the sidewalk is poured.

C. Protection of Existing Facilities

The Contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strike off and finishing, the protection shall be removed, and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strike off and finishing, the protection shall be removed, and the vertical surfaces cleaned.

D. Subgrade

After the subgrade is prepared and moisture conditioned, the Contractor shall compact the subgrade to 90% (beneath concrete sidewalk) and 95% (beneath curb, gutter, and valley gutter) of maximum dry density (ASTM D1557) at zero to three percent over optimum moisture content. Provide in-situ density testing results to the City. The Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during subgrade compaction until the concrete is placed.

For concrete improvement locations, over excavation and placement of base material in accordance with the City's Standard Drawings 101A and 101B shall be required.

E. Forming

Wooden forming shall be staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches. Formwork shall produce smooth concrete; straight, plumb and true to plane. Concrete out of line, level or plumb will be rejected. Contractor is responsible for the strength of all forms.

Contractor is responsible for bringing to the attention of the Engineer – before forms are being constructed – any physical conflicts, discrepancies, or insufficient information. Contractor will not be compensated for delays, or for having to re-do work, due to his failure to bring these issues to the Engineer for resolution before the forms are to be constructed.

F. Tolerances

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.

G. Adjusting Utility Frames and Covers in Sidewalk and Ramps

The work performed in connection with adjusting various existing facilities to finish grade shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Technical Specifications. Work covered by this section includes adjusting utility frames, covers, rims, boxes, and detector handholes to grade to match concrete sidewalk, driveway, or ADA curb ramp grades.

Pull boxes located in ramp construction areas shall be removed and replaced and set to finished grade at same location, unless otherwise directed by the Engineer.

H. Placing and Finishing

Contractor shall maintain records for placement of all concrete. Concrete shall be placed in dry conditions; keep excavations free of water, ice, loose soil or debris. There shall not be additional water added to the mix without the written permission from the Engineer and Testing Laboratory. Do not place concrete if rain is forecasted for less than 12 hours after the pour; concrete damaged by rain shall be removed and replaced at the Contractor's expense, including any other work that needs to be redone as a consequence of this replacement.

Contractor shall handle concrete from mixer to place of deposit as rapidly as possible; using methods to prevent separation or loss of ingredients. Deposit in final position; avoid re-handling or flowing. Contractor shall neither place partially hardened concrete nor wheel placement containers directly on top of reinforcing steel. The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Contractor shall place concrete continuously between predetermined expansion, contraction, and construction joints. Contractor shall not break or interrupt placement of concrete in a manner that causes cold joints to occur. All low areas shall be filled during screeding and floating operations; do not add material after the concrete has begun to set.

Any light pole, fire hydrant, or vertical pole footings exposed from lowering adjacent concrete grades related to placement of ramp shall be neatly formed and finished and not leave a rough unfinished surface and shall be included in this bid item.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance. Sidewalk shall have a medium broom finish cross-wise to the direction of travel. Curbs and gutters shall have a light wood float finish. The Contractor shall clean at his expense all discolored concrete. The concrete may be cleaned by abrasive blast cleaning or other methods approved by the Engineer. Repairs shall be made by removing and replacing the entire unit between scoring lines or joints.

I. Compacting

Contractor shall thoroughly work concrete around reinforcement, embedded components and into corners of forms, consolidate concrete by internal vibration, only. Contractor shall not puddle, tamp or vibrate concrete which has already taken initial set or continue long enough cause segregation of material.

Contractor shall consolidate concrete slabs on grade by spading and puddling and internal vibration. Contractor shall consolidate concrete in forms with high-speed internal vibrators.

J. Concrete Protection

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

K. Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement through impervious membrane means. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment. The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent asphalt concrete.

L. Joints

New sidewalk, curb or gutter shall be connected to adjacent existing concrete using 12-inch long by 1/2-inch diameter steel dowels (#4 rebar is acceptable) in tight fitting holes drilled into the existing concrete (approximately 6 inches into adjacent sidewalk, curb and gutter, or 4" into the back of curb).

Half inch-thick expansion joints shall be placed on both sides of driveway approaches, curb and sidewalk return points, fixed structures (including storm drain inlets), and at approximately 24 feet on center. An expansion joint shall also be placed between the back of the sidewalk or driveway approach and any driveway walkway or foundation poured against it. Weakened plane joints shall be placed at all inside corners (including tree wells and parkway strips), both sides of utility boxes and wherever shrinkage would concentrate stresses, and otherwise at no more than 12 feet on centers.

Expansion joint material shall completely separate the concrete all the way to the forms and down to the base material, and it shall be cut to match curved surfaces. Expansion joints within sidewalk, curb and gutter shall have steel dowels joining the concrete on both sides of the joint. These

dowels shall be smooth, or on one side of the joint shall have the dowels wrapped with sleeves to allow them to move.

One quarter inch deep by one quarter inch radius score lines in sidewalks shall be evenly spaced at approximately 4 feet apart or as directed by the Engineer. In addition, a similar score mark shall be placed 6 inches back from the face of curb where curb and sidewalk are poured monolithically.

M. Reinforcement

Fabrication: Do not bend or straighten reinforcement in manner that will injure material. Bars with kinks or bends not shown, and heating of bars for bending is not permitted.

Placement: Provide minimum center to center distance between parallel bars 2-1/2 times diameter, 1-1/2 inches or 2-1/2 times maximum size coarse aggregate, whichever is greater. Wire bar lap together; splice reinforcing steel with lap of 60 diameters, unless otherwise shown.

N. Cleanup and Backfill

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

A hot-mix asphalt (HMA) full depth plug shall be constructed at all new concrete curb, gutter, valley gutter, curb ramp, or driveway to transition improvement to existing pavement grade. See Hot-Mix Asphalt Plug for Concrete Improvements (Full Depth) bid item for description, measurement, and payment.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material or imported topsoil and the entire parkway left in a clean and orderly condition. For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material or topsoil.

O. Defective Concrete

1. General: Contractor shall remove or cut out defective concrete and repair before concrete is completely cured, as directed by the Engineer.
2. Defective Concrete is:
   a. Concrete not meeting specified 28-day strength.
   b. Durability and Appearance: Concrete containing rock pockets, voids, spalls, cracks, exposed reinforcing, or other defects.
   c. Alignment: Incorrectly formed concrete, out of plumb or level.
   d. Deleterious Materials: Concrete containing embedded wood or other debris.
   e. Unauthorized Patching: Concrete with patched voids that were not filled under Engineer's direction.
   f. Embedded Items: Concrete not containing required embedded items.
   g. Concrete that is damaged or vandalized before it has hardened will not be accepted by the City, and it must be replaced by the Contractor at his own expense, including any other work that needs to be redone as a consequence of this replacement. The Contractor is fully responsible for protecting the work until it has hardened.

Sampling

During the work, the City may periodically sample and test the furnished material to ensure quality assurance in accordance with the City's Quality Assurance Program (QAP). The Contractor will perform all

required quality control testing for all work performed and will pay for all quality control sampling and testing per QAP. The City will assume the cost of all quality assurance testing, however, the Contractor will be required to pay for all failing test and retesting.

Measurement and Payment

"Remove and Replace Curb Ramp" shall be measured in the field by the square foot (SF).

The contract unit price paid per **Square Foot** for "**Remove and Replace Curb Ramp**", shall include full compensation for sawcutting, demolition, removal, and disposal of existing concrete and asphalt, soil excavation, relocation and adjustment to grade of existing utility and water meter boxes (except where specific pay items are designated for same), and form setup including field fitting and conforms to existing conditions, preparation of sub-grade; furnishing, placing; root pruning, furnishing and placing all reinforcement; drilling and grouting dowel reinforcement; furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the sidewalk ramps complete in place, including concrete retaining curb (for depressed style ramps), curb and gutter and sidewalk associated with the ramp installation including expansion joints with felt material, sawcutting, detectable warning surfaces/truncated domes as specified in the Caltrans Standard Specifications, Standard Details and Contract Plans, these Technical Specifications, and as directed by the City. The contract unit price shall further include all related costs, including sampling, testing, and the disposal of demolition and excavation materials required to complete the work.

"Remove and Replace Concrete Sidewalk" shall be measured in the field by the square foot (SF)

The contract unit price paid per **Square Foot** for **"Remove and Replace Concrete Sidewalk"**, shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing new concrete structures, complete in place, including but not limited to: sawcutting and removal of existing concrete and asphalt, excavation, backfill and compaction; forming; expansion joint filler; applying curing material; removing discoloring; conforming to existing conditions; and any other items necessary to install sidewalk, driveway. The contract unit price shall further include all related costs, including sampling, testing, and the disposal of demolition and excavation materials required to complete the work.

"Remove and Replace Curb and Gutter", shall be measured in the field by the linear foot (LF)

The contract unit price paid per **Linear Foot** for **"Remove and Replace Curb and Gutter"**, shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in removing and constructing new concrete Curb and Gutter outside the limits of the Curb Ramps, complete in place, including but not limited to: sawcutting and removal of existing concrete and asphalt, excavation, backfill and compaction; forming; expansion joint filler; applying curing material; removing discoloring; conforming to existing conditions; and any other items necessary to install sidewalk, driveway. The contract unit price shall further include all related costs, including sampling, testing, and the disposal of demolition and excavation materials required to complete the work.

"Minor Concrete (Revocable Bid Item)" shall be measured in the field by the Cubic Yard (CY)

The contract unit price paid per cubic yard (CY) of Minor Concrete shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in removing and constructing new concrete valley gutters, aprons, and other miscellaneous concrete not specifically included in another pay item shall be considered as included in the scope of minor concrete, complete in place, including but not limited to: sawcutting and removal of existing concrete and asphalt, excavation, backfill and compaction; forming; expansion joint filler; applying curing material; removing discoloring; conforming to existing conditions; and any other items necessary to complete the work in place. The contract unit price shall further include all related costs, including sampling, testing, and the disposal of demolition and excavation materials required to complete the work.

Existing concrete thickness for sidewalks, curbs and gutters, and curb ramps may vary under field conditions. All costs associated with disposal of concrete materials shall be included in the applicable bid items. No additional compensation will be allowed.

END OF SECTION 14

SECTION 15: ASPHALT

15-1.00 COLD PLANE ASPHALT CONCRETE

Work covered by this section includes grinding of the existing pavement with various thicknesses. Work shall be in conformance with Section 42-3, "Grinding," of the Caltrans Standard Specifications.

Wedge grinding and conform grinding as shown on the plans and as directed by the City to accommodate actual field conditions.

Existing asphalt concrete pavement shall be removed at the locations and to the dimensions shown on the plan and disposed of as specified herein.

Pavement removal shall be performed with a pavement grinder. No other construction equipment will be allowed on the subgrade unless approved by the Engineer. No rubber tired equipment shall be allowed on the subgrade. Contractor shall exercise due caution when grinding or removing existing asphalt concrete around existing utility castings, or manholes. Following grinding of the asphalt concrete adjacent to castings or manholes, the contractor shall use hand working tools as necessary to remove any remaining asphalt concrete.

The depth, width and shape of the cut shall be indicated on the typical cross-sections, details or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross-sections and details. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

When transverse joints are made in the pavement at conform lines; no drop-off shall remain between the existing pavement and planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapers on a slope of 30:1, or flatter, to the level of the planed area.

The depth, width and shape of the cut shall be indicated on the typical cross-sections, details or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross-sections and details. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Asphalt concrete for temporary tapers shall be constructed of commercial quality asphalt concrete or cold mix asphalt concrete and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be maintained continuously and when no longer needed completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be dispose of in accordance with Section 6-1.20 "Disposal of Material Outside the Highway Right of Way," of the General Provisions.

The Contractor shall note that there are trees, shrubs and vegetation near areas intended for asphalt removal. The Contractor's operation, including the size of the grinding equipment, shall be such, so as to ensure that existing trees are not damaged. Where limited clearance under the trees prevents the use of a grinder, excavation shall be performed by an alternate method as approved by the Engineer. Alternate methods may include jackhammering and removal of existing pavement and base materials by hand, or by use of smaller grinding equipment.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right-of-way in accordance with Section 6-1.20 "Disposal of Material Outside the Highway Right of Way," of the General Provisions. Removal operations of cold-planed material shall be concurrent with planning operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer. The Contractor shall provide sediment

control measures to prevent sediment from entering the storm drain system.

Materials

The wedge grinding machine shall have a cutter head at least 5 feet in width and have automatic controls that accurately establish or maintain existing profile grades at each edge of the cutter by referencing from the existing pavement or an independent grade reference. The planning machine shall be operated in such a way so as not to produce smoke or fumes.

Execution

Unless otherwise shown on the plans, standard edge grinding for the various conditions shall be per the project details.

The outside lines of the planed area shall be neat and uniform. The roadway surface to remain in place shall not be damaged in any way. The Contractor shall replace the teeth on the planning machine when necessary, in order to provide a final cut with uniform grooves and ridges. The final cut shall result in a uniform surface and meet the approval of the City.

Contractor shall place and maintain warning signs and temporary AC patch material to serve as "ramps" at all pedestrian and vehicular crossings over the entire length of grinding.

It is the Contractor's responsibility to ascertain the location of, and avoid damage to, all manholes, water valves, water meter boxes, utility boxes, utility vaults, gas valves, anode covers, handhole covers, survey monument covers and adjacent concrete improvements. All improvements damaged by the grinding operation shall be replaced at the Contractor's expense.

The material ground from the roadway surface, including material deposited in existing gutters or on the adjacent travel way, shall be immediately removed from the work site and disposed of in a legal and proper manner. The planer shall pick up the material as it progresses, or a removal crew shall follow within 50 feet of the grinding operations to pick up the material. All grinding work, including standard wedge cut, shall be done on an as-needed basis, and as directed by the City. The nature of this work is that grinding and wedge cut work cannot always be predetermined. Regardless of whether grinding work is shown or not shown on the plans, the City shall have the right to increase or decrease scope of work for this contract item.

All existing pavement shall be trimmed as required to provide a smooth face to abut the new pavement. The ground areas shall be smooth and have a dry and properly prepared surface prior to the start of paving operations. It shall be free from all loose screening and other loose or foreign material.

Protective coverings shall be provided to protect the exposed portions of culverts, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from the paving operations. Remove any oil, asphalt, dirt, or other undesirable matter that may come upon these structures due to the paving operations.

Dust and debris control shall be maintained by Contractor at all times. No grindings, concrete, soil or asphalt will be allowed in adjacent shoulder areas, sidewalk surfaces, gutter pans, catch basins or creek areas.

The pavement surface to receive the asphalt concrete shall be cleaned by sweeping. The Contractor shall apply the specified tack coat asphalt binder to all pavement surfaces.

Contractor shall notify City (in writing) at least 48 hours prior to grinding. Work shall not proceed until City has approved grinding schedule.

When manholes, monuments, water valves, clean-outs, etc. are within the keycut or special keycut areas,

grinding shall be done to the grinding plane required. Chipping and/or jack hammering is strictly prohibited.

Care shall be taken to avoid damage to adjacent improvements and shallow conduit or traffic system loops. All damage shall be repaired by Contractor.

Contractor shall place and maintain warning signs and temporary AC patch material to serve as "ramps" at all pedestrian and vehicular crossings over grind area.

All material removed by grinding shall be cleaned up and legally disposed of outside of the City limits, unless directed otherwise by the City.

Areas that receive grinding shall be resurfaced within ten (10) working days from the time that the planing cuts are made.

Measurement and Payment

"8' Wedge Grind" will be measured and paid for by the actual linear footage 8' Wedge Grind completed irrespective of the number of passes required to obtain the depth shown on the plans. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to disposal, erosion sediment control measures, removal of asphalt concrete, protection of existing utilities, furnishing asphalt concrete for and constructing, maintaining, removing and disposing of temporary asphalt concrete tapers, shall be considered as included in the contract unit price for Cold Plane Asphalt Concrete as shown on the Plans, as specified in the Special Provisions and as directed by the Engineer and no additional compensation will be allowed.

"Cold Plane Asphalt Concrete, 2" or 3" Grind" will be measured and paid for by the **square yard**. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to disposal, erosion sediment control measures, removal of asphalt concrete, protection of existing utilities, furnishing asphalt concrete for and constructing, maintaining, removing and disposing of temporary asphalt concrete tapers, shall be considered as included in the contract unit price for Cold Plane Asphalt Concrete as shown on the Plans, as specified in the Special Provisions and as directed by the Engineer and no additional compensation will be allowed. The contract unit price shall further include all related costs, including sampling, testing, and the disposal of demolition and excavation materials required to complete the work.

15-2.00 HOT MIX ASPHALT

Hot Mix Asphalt (HMA) and the placing thereof shall conform to the requirements of Section 39-2, "Hot Mix Asphalt ," of the Standard Specifications with the following modifications:

Paving asphalt shall be PG64-10 conforming to the latest published provisions in Section 92, "Asphalts," of the Standard Specifications. Asphalt concrete pavement shall be compacted to a relative density of at least 95 percent. Aggregate shall be ¾" maximum "medium" grading for the aggregate. The surface coarse asphalt shall be Type A, ½" maximum, medium.

Placing of the asphaltic concrete adjacent to the lips of gutters shall be such that a rise above said lips of 1/4 inch shall re-main after compaction.

The Contractor shall furnish the Owner's Engineer, at least ten (10) working days prior to the start of work, a mix design for the asphalt concrete and a list of sources of materials together with a Certificate of Compliance indicating that materials to be incorporated in the work fulfill the requirements of these specifications. The mix design shall be performed in accordance with CTM 366 and 367. The Certificate of Compliance shall be signed by the material supplier or his representative. The Contractor shall be responsible for all costs associated with the required mix design.

A tack coat, type SS-1, shall be applied between all asphalt concrete lifts and to all mating surfaces along lip of gutter and at conforms to existing pavement prior to placement of new asphalt concrete and shall conform to Section 94, "Asphaltic Emulsions" of the Standard Specifications.

The Contractor shall use asphalt spreading machinery with automated controls. Asphalt concrete base paving shall be accomplished by use of a paving machine.

Trucks or other construction equipment shall not be allowed on the newly placed asphalt concrete base until the day after it is placed. Overweight vehicles and equipment, including Super Dumps or other trucks with liftable trailing load bearing axles shall not be allowed on the newly placed asphalt concrete base at any time unless specifically approved by the Engineer. All trucks or other construction equipment to be driven on the newly placed asphalt concrete base shall not exceed the surface load bearing capacity and shall not produce rutting or pumping at any time.

Construction shall be in accordance with Section 39-2.01C(2)c, "Method Compaction Equipment," of the Standard Specifications. Asphalt concrete shall be compacted to 95% of maximum theoretical density (CT 309) as determined by CT 375 (a nuclear density device may be used). A profilograph will not be required.

A drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. Attention is directed to Section entitled "Maintaining Traffic" of the Special Provisions. Temporary asphalt concrete tapers or grinding of the existing pavement edge shall be used to provide a slope of 30:1, or flatter, between adjacent lanes open to traffic.

AC Depression Fill is to be used in certain areas. Areas to receive AC Depression Fill per the project details, shall be marked in the field by the Owner. In addition, AC Depression Fill shall also be used other, smaller area as further outlined herein.

AC Depression Fill shall consist of an SS-1 Tack Coat followed by placement and compaction of ½" Type A Hot Mix Asphalt in accordance with Section 190 Asphalt Concrete of the Special Provisions.

The area to receive AC Depression Fill shall be thoroughly cleaned and tack coated in accordance with the requirements of "Surface Preparation" of the Special Provisions.

AC Depression Fill is to be applied to all areas of the existing pavement where there is a depression of more than ½" deep as measured over 8 feet in any direction. Some of these areas are shown on the Plans, but other areas where AC Depression Fill is required are not shown on the plans. The Contractor shall fill all areas where AC Depression Fill is required whether indicated on the Plans or not and as directed by the Engineer.

Submittals

The Contractor shall furnish the Owner's Engineer, at least ten (10) working days prior to the start of work, a list of sources of materials together with a Certified of Compliance indicating that materials to be incorporated in the work fulfill the requirements of these specifications and a mix design for the asphalt concrete. The mix design shall be performed in accordance with CTM 366 and 367. The Certified of Compliance shall be signed by the material supplier or his representative. The Contractor shall be responsible for all costs associated with the required mix design.

The Contractor shall submit HMA Weighmaster's Certificates as the material arrives at the job site, or at any time upon request of the Engineer. If the Contractor does not submit the Certificates at the end of the day when HMA is installed, a temporary stop work order may be issued on the paving operation with no associated cost incurred by the City. The paving operation may resume with the Engineer's written approval upon receiving and reviewing the Certificates.

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with City.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

Surface Preparation

Prior to placement of new asphalt concrete, the Contractor shall clean the existing asphalt concrete surface in accordance with Section 39-2.01C(3) of the Standard Specifications. The contractor shall remove and dispose of all weeds, dirt and debris on the existing pavement surface to be overlaid to the satisfaction of the Engineer. All traffic stripes, pavement markers and pavement markings shall be removed unless otherwise directed by the Engineer. Traffic stripes and pavement markings shall be removed by sandblasting or grinding and shall not materially damage the existing pavement. Where grinding is used, grinding of the pavement surface shall be limited to a maximum depth of 1/16". Removal of pavement markers shall conform to the provisions of Sections 81-8.03B of the Standard Specifications and the Special Provisions. Residue from the removal of weeds, dirt, debris, traffic stripes, pavement markings, and pavement markers shall be swept or vacuumed from the street surface and disposed of immediately after removal. Residue shall not be allowed to enter the storm drain system or creeks and roadside ditches. Disposal shall be performed in accordance with Section 6-1.20, "Disposal of Material Outside the Right of Way," of the General Provisions.

A tack coat, type SS-1, grade asphalt emulsion diluted with water and applied at a rate of 0.02 - 0.10 gallon per square yard. No greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day, shall be applied to all mating surfaces along lip of gutter and at conforms to existing pavement prior to placement of new asphalt concrete and shall conform to Section 94, "Asphaltic Emulsions" of the Standard Specifications.

Tack coat shall be applied between all asphalt concrete lifts.

A drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. Attention is directed to Section entitled, "Maintaining Traffic" of the Special Provisions. Temporary asphalt concrete tapers or grinding of the existing pavement edge shall be used to provide a slope of 30:1, or flatter, between adjacent lanes open to traffic.

Fog seal shall consist of SS-1 grade asphalt emulsion diluted to 50% with water and applied at a rate of approximately 0.05 gallons per square yard.

Spreading and Compaction

1. Vehicles used for hauling HMA mixtures must have tight, smooth, metal beds, and must be free from dust, screenings, excessive petroleum oils, volatiles, or other mineral spirits that may affect the mix being hauled. Trucks must be provided with tarpaulins or cargo covers of sufficient size and weight to protect the entire load.
2. Placement of asphalt concrete shall be in accordance with Section 39-2, "Hot Mix Asphalt," of the State Standard Specifications, and these Technical Specifications.
3. Should the methods and equipment furnished by the Contractor fail to produce a layer of HMA conforming to the requirements, including straightedge tolerance, of Section 39-2.01C(2), "Spreading and Compacting Equipment," of the State Standard Specifications, the paving operations shall be discontinued, and the Contractor shall modify his equipment or furnish substitute equipment.
4. Gutter Lip – Placing of the asphaltic concrete adjacent to the lips of gutters shall be such that a rise above said lips of 1/4 inch shall remain after compaction, except adjacent to curb ramps, where the HMA shall be flush with the lip.

Finishing Roadway

1. The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 12 feet long is laid on the finished surface and parallel with the center line of the highway, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested transversely to traffic, the surface shall incline continuously in the direction of the drainage so that no depressions, which will not drain, remain in the surface after rolling. Any ridges, indentations or other objectionable marks left in the surface of the HMA by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the HMA shall be discontinued and other acceptable equipment shall be furnished by the Contractor.
2. Half-width surfacing operations shall be conducted in such manner that, at the end of each day's work, the distance between the ends of adjacent surfaced lanes shall not be greater than can be completed in the following day of normal surfacing operations.
3. Finishing roadway shall conform to Section 22, "Finishing Roadway," of the State Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Engineer.
4. Temporary pavement markings shall be installed for all roadway centerlines, stop lines and channelizing lines following the final lift of HMA overlay. Temporary pavement markers shall be the same color as the lane line or centerline markers being replaced. Temporary pavement markings shall comply with 'Temporary pavement markers for short term day/night use (14 days or less) of Section 12-6, "Temporary Pavement Delineation," of the State Standard Specifications. The costs of temporary pavement markings or floppies are included in the asphalt concrete bid item.

Sampling

During the work, the City may periodically sample and test the furnished material to ensure quality assurance in accordance with the City's Quality Assurance Program (QAP). The Contractor will perform all required quality control testing for all work performed and will pay for all quality control sampling and testing per QAP. The City will assume the cost of all quality assurance testing, however, the Contractor will be required to pay for all failing test and retesting.

Measurement and Payment

"Hot Mix Asphalt Road Section", "Plug Paving" and "**AC Depression Fill"** as determined by Weighmaster's Certificates, shall be paid for at the contract price per **TON** and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in furnishing and installing hot mix asphalt, including production, delivery, placement, and compaction of HMA, complete in place, including tack coat, and all incidental work, as shown on the project plans, as specified int eh State Standard Specifications, these Technical Specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

Quantity estimates shall be reviewed by the City prior to placement. No payment will be made for quantities of hot mix asphalt which exceed 110% of the calculated quantity required to cover the specified area shown on the plans in compliance with the approved mix design, unless directed and approved by the City.

END OF SECTION 15

SECTION 16: TRAFFIC STRIPING, MARKINGS

The provisions of Section 84-2, "TRAFFIC STRIPES AND PAVEMENT MARKINGS," of the Standard Specifications shall apply in their entirety unless modified or supplemented herein.

16-01.00 TRAFFIC STRIPES, PAVEMENT & CONCRETE CURB MARKINGS

Traffic stripes and pavement markings shall be thermoplastic and conform to the provisions in Section 84-2, "TRAFFIC STRIPES AND PAVEMENT MARKINGS," of the Standard Specifications and these Technical Specifications. The State Specifications No. for glass beads in Section 84-2.02, "Materials" of the Standard Specifications is amended to read "8010-21C-22 (Type I). Thermoplastic material shall conform to the requirements of State Specifications No. 8010-21C-I9. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.070 inch.

When only a portion of an existing limit line, stop bar, crosswalk, marking, or legend is obliterated by the paving operation, the entire limit line, stop bar, crosswalk, marking or legend will be replaced with new thermoplastic. When only a portion of a centerline, lane line, edge line or delineation line is obliterated by the paving operation, new striping shall be extended to a minimum of ten (10) feet on both sides of the obliterated portion. All layout, spotting, and cat tracking required shall be performed by the Contractor and reviewed by the City Engineer prior to placement of pavement striping or markings. Traffic lines may be spotted by using a rope as a guide for marking spots every five (5) feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

All crosswalk thermoplastic traffic stripes and pavement Markings shall include Enhanced Wet-Night Visibility treatments. Standard word markings, letters, numerals and symbols shall be used. In the absence of such information, all stencils and templates shall be identical with those used by the City. The Contractor shall obtain stencils for all required legends.

The completed stripes shall have clean and well-defined edges. The maximum deviation from the designated position of the strip shall not exceed 1/2-inch in any 100-foot length of stripe, including gaps. Roadway markings shall conform to the shapes and dimensions of the standard markings, as designated by the Caltrans Standard Specifications as stated above.

Surfaces which are to receive thermoplastic shall be thoroughly cleaned, free from loose materials and dry, and such areas shall be prepared by the Contractor to the satisfaction of the City.

Permanent striping and markings shall be installed no sooner than five (5) working days and no later than fifteen (15) calendar days after HMA is placed. Temporary markings (floppies) shall be installed the same day that the original markings are removed or destroyed.

Newly applied traffic stripes shall be protected from damage by public traffic or other causes until the thermoplastic has thoroughly set up. Attention is directed to the layout of existing limit lines and crosswalks. New striping shall match existing layout, unless otherwise noted in the plans and specifications.

Pavement markers shall conform to the provisions in Section 81-3, "PAVEMENT MARKERS," of the Standard Specifications and these Technical Specifications.

Pavement markers shall be type AY (non-reflective yellow markers), D (2-way yellow reflective markers) or B (2-way clear reflective markers) or non-reflective white markers and conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications, the Special Provisions, and the Standard Plans.

Two-way blue reflective markers will be placed at each fire hydrant location. Markers are to be located six inches off the centerline of the roadway at right angles to the fire hydrant.

The Contractor shall replace all existing raised reflective and non-reflective pavement markers including blue reflectorized fire hydrant markers wherever covered, damaged or removed in conjunction with the Work.

Painted Curb Markings

The Contractor shall paint all curbs red as required to comply with Assembly Bill 413 and shall supply all materials, labor, mobilization, traffic control, pavement preparation, line layout, line control, and clean-up necessary to complete the work specified herein.

Curb preparation shall include but not be limited to brooming, sweeping, blowing, pressure washing, and cleaning before the application of paint, and all measuring and marking needed for the proper placement of marking paint. Contractor shall remove dirt, loose aggregate and other foreign material and follow manufacturer's recommendations for surface preparation.

Clean-up shall include but not be limited to removal of spilled paint, overspray, and debris after the completion of the painting work.

Paint material for painted curb shall be waterborne type and conform to Section 84-2.02C of the Standard Specifications.

Pavement marking paint shall be applied at the 15 wet mil thicknesses

Any existing curb marking paint shall be removed by sandblasting. Contractor shall use equipment specifically designed for removal of marking materials.

Contractor shall not eliminate or obscure non-compliant pavement marking paint by covering with black paint or any other covering without prior written approval of County.

Contractor shall provide documentation of the manufacturer and production batch identification for the marking paint used. Repaint, at no additional cost to the City, any marking that fails to meet wet mil thickness, or dimensional requirements. City shall inspect all materials and workmanship to verify compliance with the requirements hereof.

Measurement and Payment

Full compensation for pavement markers including two-way blue fire hydrant markers, shown on the traffic stripe details or required to restore existing conditions, shall be considered as included in the prices paid per **linear foot** for that traffic stripe and no separate payment will be made therefore.

The various pavement striping identified by Caltrans Detail (including but not limited to 22 and 32) will have one single linear measurement from beginning to end regardless of gaps and whether the individual detail calls for a single, double, triple or quadruple stripe.

Thermoplastic Traffic Stripes of the various types will be measured and paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in placing traffic stripes, complete in place, including:

- Removal and disposal of existing markers and reflectors,
- removal of existing stripes,
- furnishing all glass beads,
- thermoplastic pavement marking material,
- pavement markers (two-way white or yellow reflectors if/as specified),
- tape,
- temporary traffic stripes and/or markers,
- replacement of damaged stripes,
- pavement surface preparation,

and any other work required to install traffic stripes not specifically enumerated in the plans and specifications and no additional compensation will be allowed

Thermoplastic Pavement Markings will be measured and paid for at the contract price per **square foot** of the

various types, which price shall include full compensation for furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified, including:

- Removal and disposal of existing markers and reflectors,
- removal of existing stripes,
- all glass beads,
- thermoplastic material,
- tape,
- temporary pavement markings,
- replacement of damaged markings, and
- pavement surface preparation

and any other work required to install pavement markings not specifically enumerated in the plans or specifications, and no additional compensation will be allowed.

Painted Curb Markings will be measured and paid for at the contract price per linear foot, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in placing traffic paint, complete in place, including:

- paint material,
- surface preparation

and any other work required to install traffic paint on curbs not specifically enumerated in the plans and specifications and no additional compensation will be allowed.

16-02.00 INDUCTIVE LOOP DETECTORS

Loop detectors and detector handholes shall be removed and replaced in accordance with Section 86 and 87 of the Standard Specifications and the Special Provision including provisions of Section 86-1.02F(2)(c)(iii), " INDUCTIVE LOOP CONDUCTORS" and Section 86-1.02F(3)(d)(iii), "DETECTOR LEAD-IN CABLES

Waste materials generated shall be completely removed and disposed of in accordance with the contract requirements

Prior to removal of the existing loop detector and detector handholes, the Contractor shall notify the City a minimum of ten working days in advance of the work. At no time shall the existing loop detectors and detector handholes be removed without approval from the City.

New loops and detector handholes must be installed as soon as possible after removal. The Contractor shall notify the City when the loops can be placed into service. Concrete used for collars shall conform to the provisions in Section 90-2, "Minor Concrete," of the Standard Specifications. Contractor shall let the concrete collar cure for 24 hours prior to traffic loading. Asphalt concrete paving over Portland Cement Concrete shall be installed by the end of the following calendar day.

Materials

Type E (6 ft. dia.) detector loops which are adjacent to limit lines shall have four (4) windings of loop wire each.

Loop wires shall be Type 2.

Loop detector lead-in cable shall be Type B.

Inductive loop detector sensor units shall be of the two channel type, manufactured by either the I.C.C. Company or the E.D.I. Company.

Loop detector sealant shall be Hot-Melt Rubberized Asphalt Sealant.

Detector handholes shall be installed in accordance with Caltrans Standard Plan ES-5D.

Installation

Prior to removal of the existing loop detector and detector handholes, the Contractor shall notify the City a minimum of ten working days in advance of the work. At no time shall the existing loop detectors and detector handholes be removed without approval from the City.

New loops and detector handholes must be installed as soon as possible after removal. The Contractor shall notify the City when the loops can be placed into service.
Any existing inductive loop detectors which are damaged by the Contractor's operations shall be replaced within 48 hours.

Prior to loop detector mark-out, Contractor shall insure that all utility covers (manhole lids, gate valve covers, etc.) have been raised to finish grade, and that all final paving and asphalt repair have been completed.

All loop detector locations shall be considered approximate. Detector loop saw slots shall be laid out and painted on the roadway by Contractor. Obtain approval of the Engineer prior to saw-cutting. The additional length of loop wire between loop and lead-in cable shall be twisted together into a pair (at least 2 turns per foot) before being placed in the slot and conduit to termination pull box.

Where sawed slots cross two different types of pavement material or a concrete- or slurry-backfilled conduit trench, or two different panels of P.C.C. pavement, a 3/4-inch PVC pipe shall be installed across the joint, as shown in "Curb Termination Details Type B" on Caltrans Standard Plan ES-5D, to contain the loop conductors and act as an expansion / deflection fitting.

Splices in loop detector circuits shall not be allowed.

Measurement and Payment

Remove and Replace Detector Loop Types "A", "E", "E Modified", "Q", and **"D",** will be paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and other appurtenances, and doing all the work, in place, including but not limited to removal of existing loops, City coordination, layout, sawcutting, water retention, wiring, and sealant as shown on the plans and as specified herein, and no additional compensation will be allowed.

Remove and Replace Detector Loop Types "C", will be measured by the overall longitudinal length of the loop and will be paid for at the contract price **linear foot,** which price shall include full compensation for furnishing all labor, materials, tools, equipment, and other appurtenances, and doing all the work, in place, including but not limited to removal of existing loops, City coordination, layout, sawcutting, water retention, wiring, and sealant as shown on the plans and as specified herein, and no additional compensation will be allowed.

Detector Handhole shall be not be measured and full compensation shall be considered as included in the prices paid per Remove and Replace Detector Loops, no separate payment will be made for furnishing all labor, materials, tools and equipment, and doing all the work involved for installing detector handhole as herein specified, including, required excavation and backfill, detector handhole, concrete collar, cover, removing silt and debris and no additional compensation will be allowed.

END OF SECTION 16

END

of

TECHNICAL SPECIFICATIONS

Engineering Division · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.649.7713

January 16, 2026

SUBJECT: **ADDENDUM NO. 1**
S Regatta Dr & Capitol St Grind and Overlay Rehabilitation Project, Project No. PWC117

To Prospective Bidders:

The following are changes to the "Bid Documents" for the above referenced project:

This addendum is hereby made as part of the contract documents to the same extent as if they were originally included therein. Receipt of this addendum shall be acknowledged with the bid for S Regatta Dr & Capitol St Grind and Overlay Rehabilitation Project, Project.

PLANS

The following revisions shall be made to Project Plans:

1. SHEET 1, COVER SHEET (LOCATION MAP) – Location Map extents revised to include various crossings.
2. SHEET 1, COVER SHEET (INDEX OF SHEETS) – Sheets 14, 15 and 16 have been added.
3. SHEETS 3 THROUGH 7 – "2" MILL AND FILL" added to the construction legend.
4. SHEETS 1 THROUGH 13 – Drawing date and total number of sheets updated.
5. SHEET 9, PAVEMENT DETAILS 2 – Drawing detail No. 2 revised to include a typical 2-inch mill and resurface section.

BID DOCUMENTS

The following revisions shall be made to Bid Documents:

1. NOTICE TO BIDDERS (Page 3) - Working days revised from 80 to 120 days.
2. BID PROPOSAL (BASE BID, Pages 12-16) – Page 12: BASE BID - BASIS OF AWARD); Pages 13 through 16: Revised to incorporate Bid Alternative sheet
3. BID PROPOSAL (BID ALTERNATIVE, Page 14) – Bid Alternative (Various Crossings) added to the bid proposal form.

3. PAGE NUMBERING – Pages numbers revised from Pages 13 through 190 due to the addition of Bid Alternative to the bid proposal.

SPECIFICATIONS

The following revisions shall be made to Specifications:

1. ASPHALT CONCRETE (Measurement and Payment "Cold Plane Asphalt Concrete", Page 183) – Added "2" or" to the statement for grinding.

REQUEST FOR INFORMATION:

Question 1: "We need clarification regarding the quantities and material allocations specified on Page 26 of the project specifications:

a. Line Item 27 - "Plug Paving": Can you please confirm that this line item pays for the material for bid item 26?
b. Line Item 26: Based on our calculations 12,512 SF at a 4-inch repair depth, we estimate the required tonnage to be approximately 312 tons.

Please confirm the quantities for line items 26 & 27 are correct."

Answer:

a. No. Bid Item 27, *Plug Paving*, is a separate pay item that includes HMA and does not include or pay for the materials associated with Bid Item 26. Bid Item 27 specifically covers the sawcut limits and pavement removal required to facilitate the demolition and reconstruction of curb ramps, sidewalk, curb, gutter and placement of HMA. (See Section 15-2.00 HOT MIX ASPHALT - Measurement and Payment)
b. The quantities shown for Bid Items 26 and 27 are correct as bid. The estimated quantities are provided for bidding purposes only. The Contractor shall verify quantities and thicknesses in the field and include all associated materials, labor, and equipment necessary to complete the work in accordance with the plans and specifications.

If you have any questions regarding this addendum, please contact Robert Pizarro at robert.pizarro@cityofvallejo.net.

Sincerely,

Fernando G. Bravo, P.E.

Digitally signed by Fernando G. Bravo, P.E.
DN: C=US, E=fbravo@ghirardelliassoc.com, O="Ghirardelli Associates, Inc.", OU=Construction Management, CN="Fernando G. Bravo, P.E."
Location: City of Vallejo
Reason: I have reviewed this document
Contact Info: Fernando.Bravo@cityofvallejo.net
Date: 2026.01.16 12:07:14-08'00'

Fernando G. Bravo, PE
Project Manager/Resident Engineer
Ghirardelli Associates
Serving as City Engineer

Acknowledgment of Receipt

_____

Bidder's Signature Date

_____

Bidder's Name (print clearly) Title

_____

Name of Company

THIS ADDENDUM NO. 1 MUST BE SIGNED AND ATTACHED TO THE BID PROPOSAL

Engineering Division · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.649.7713

January 22, 2026

SUBJECT: **ADDENDUM NO. 2**
S Regatta Dr & Capitol St Grind and Overlay Rehabilitation Project, Project No. PWC117

To Prospective Bidders:

The following are changes to the "Bid Documents" for the above referenced project:

This addendum is hereby made as part of the contract documents to the same extent as if they were originally included therein. Receipt of this addendum shall be acknowledged with the bid for S Regatta Dr & Capitol St Grind and Overlay Rehabilitation Project, Project.

Bid opening for this project is hereby extended to Thursday, February 5, 2026 at 11:00 AM.

NOTICE IS HEREBY GIVEN THAT SEALED BIDS will be received in the City Clerk Office of City Hall, 3rd Floor, Vallejo, California, during the business hours of 8:30 AM through 5:00 PM, Monday through Thursday and every other Friday during the same hours, holidays excepted, until the hour of **11:00 a.m. on February 5, 2026,** time to be determined by time.gov, at which time they will be publicly opened and read aloud in City Council Chambers, on the 2nd Floor of said City Hall.

All bids received to date will be returned unopened to the bidders in accordance with California Public Contract Code section 4104.5.

BID DOCUMENTS

The following revisions shall be made to Bid Documents:

1. APPENDIX A – Project Location (Added)
2. APPENDIX B – Project Labor Agreement for the City of Vallejo (Added)

If you have any questions regarding this addendum, please contact Robert Pizarro at robert.pizarro@cityofvallejo.net.

Sincerely,

Fernando G. Bravo, P.E.

Digitally signed by Fernando G. Bravo, P.E.
DN: C=US, E=fbravo@ghirardelliassoc.com, O="Ghirardelli Associates, Inc.", OU=Construction Management, CN="Fernando G. Bravo, P.E."
Location: City of Vallejo
Reason: I have reviewed this document
Contact Info: Fernando.Bravo@cityofvallejo.net
Date: 2026.01.22 10:38:52-08'00'

Fernando G. Bravo, PE
Project Manager/Resident Engineer
Ghirardelli Associates
Serving as City Engineer

Acknowledgment of Receipt

_____

Bidder's Signature Date

_____

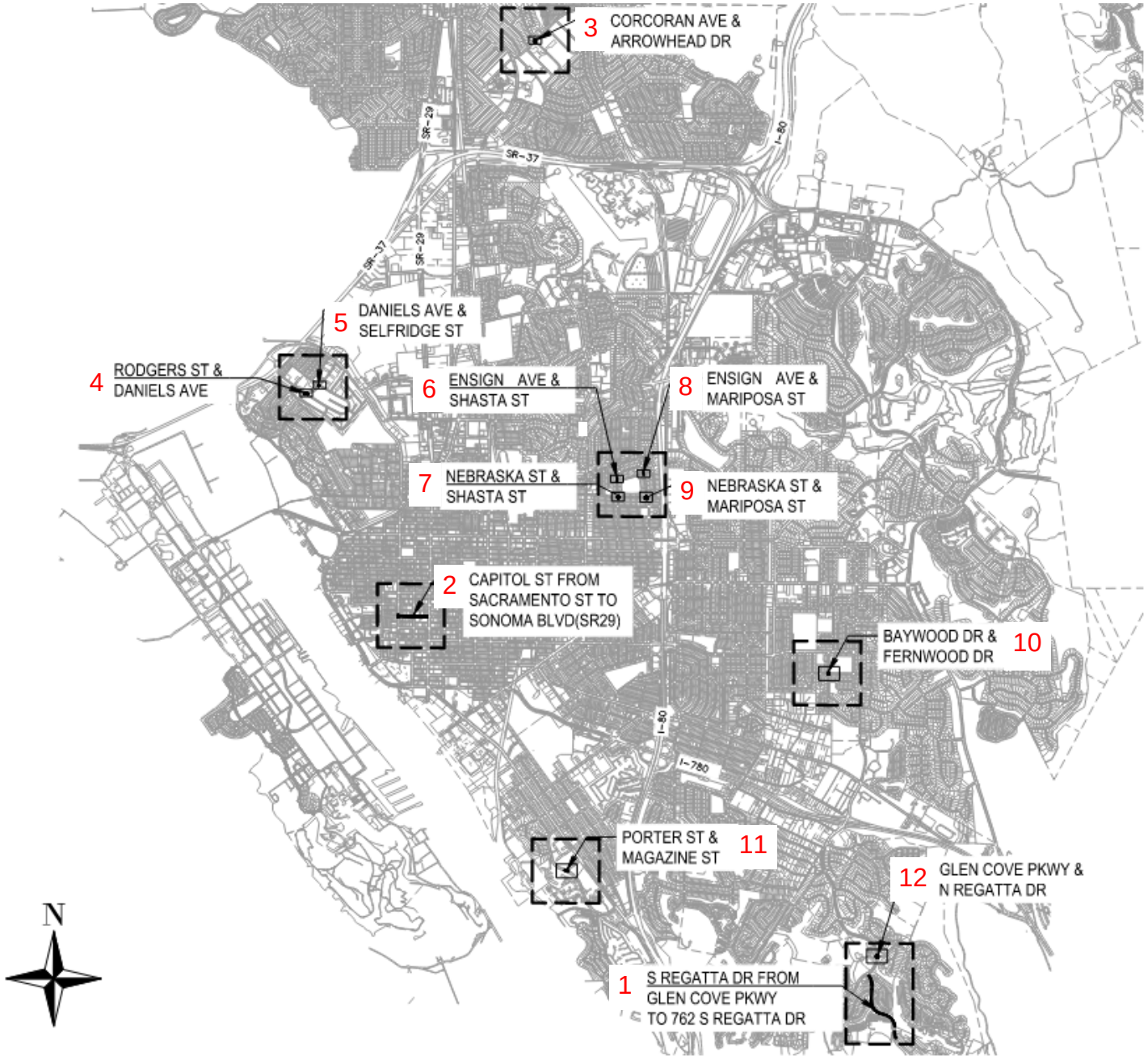
Bidder's Name (print clearly) Title

_____

Name of Company

THIS ADDENDUM NO. 2 MUST BE SIGNED AND ATTACHED TO THE BID PROPOSAL

Project Location



Base:

1. S Regatta Dr from Glen Cove Pkwy to 762 S Regatta Dr
2. Capitol St from Sacramento St to Sonoma Blvd (SR29)

Alternative (Various Crossings):

3. Corcoran Ave & Arrowhead Dr
4. Rodgers St & Daniels Ave
5. Daniels Ave & Selfridge St
6. Ensign Ave & Shasta St
7. Nebraska St & Shasta St
8. Ensign Ave & Mariposa St
9. Nebraska St & Mariposa St
10. Baywood Dr & Fernwood Dr
11. Porter St & Magazine St
12. Glen Cove Pkwy & N Regatta Dr

CONSENT CALENDAR 8.K.

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Kristin Pollot, AICP, Planning and Development Services Director
Hector Rojas, Long Range Planning Manager
SUBJECT: **ADOPT A RESOLUTION APPROVING A SUBAWARD AGREEMENT WITH THE FAIRFIELD-SUISUN SEWER DISTRICT (FSSD) TO ACCEPT CALIFORNIA OCEAN PROTECTION COUNCIL (OPC) GRANT FUNDS IN THE AMOUNT OF $142,659.20 FOR THE SOLANO BAYSHORE RESILIENCY PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND AMENDING THE FISCAL YEAR 2025-26 CAPITAL GRANTS AND CONTRIBUTION FUND #221 BUDGET TO APPROPRIATE THE FUNDS (STEP 2 OF 2)**

RECOMMENDATION

Adopt a Resolution approving a Subaward Agreement with the Fairfield-Suisun Sewer District (FSSD) to accept California Ocean Protection Council (OPC) grant funds in the amount of $142,659.20 for the Solano Bayshore Resiliency Project, authorizing the City Manager to execute the agreement, and amending the Fiscal Year 2025-26 Capital Grants and Contribution Fund #221 budget to appropriate the funds (Step 2 of 2).

REASONS FOR RECOMMENDATION

The City is participating as a partner agency in the Solano Bayshore Resiliency Project, a multi-jurisdictional effort led by FSSD and funded through a grant from OPC. The total grant award is $1,391,713, of which $142,659.20 has been allocated to the City to support staff time and related project costs. In order to receive and expend these grant funds, the City must approve a funding agreement with FSSD and amend the Fiscal Year 2025-26 Capital Grants and Contribution Fund #221 budget to appropriate the funds.

Pursuant to Section 703 of the City Charter, amending the budget is a two-step process. Step 1 involves providing notice of intent to amend the budget, which was completed at the April 14, 2026 City Council meeting. Step 2 requires adoption of a resolution to amend the budget, appropriate the grant funds, and authorize execution of the agreement with FSSD – this item fulfills that requirement.

BACKGROUND AND DISCUSSION

The Solano Bayshore Resiliency Project is a collaborative, multi-jurisdictional planning effort involving Solano County and the cities of Vallejo, Fairfield, Suisun City, and Benicia. The project is led by FSSD and funded through OPC's Senate Bill 1 (SB 1) Sea Level Rise Adaptation Planning Grant Program, which provides up to $1,391,713 in state funding to support regional shoreline adaptation planning efforts.

The SB 1 Sea Level Rise Adaptation Planning Grant Program supports local and regional governments in preparing for the impacts of sea level rise through coordinated planning and implementation efforts. In 2023, the State Legislature adopted Senate Bill 272 (SB 272), which requires local governments along the San Francisco Bay shoreline to develop subregional Shoreline Adaptation Plans in accordance with guidelines established by the Bay Conservation and Development Commission (BCDC), with plans required to be completed and submitted to BCDC by 2034. The Solano Bayshore Resiliency Project will fulfill these requirements through a coordinated, multi-jurisdictional planning effort.

The purpose of the project is to develop a subregional Shoreline Adaptation Plan that addresses the impacts of sea level rise and coastal flooding across the Solano County bayshore. The project includes four primary components: (1) project planning and coordination, (2) community outreach and engagement, (3) a sea level rise vulnerability assessment, and (4) preparation of a multi-jurisdictional shoreline adaptation plan.

Key deliverables include hazard mapping, vulnerability assessments for critical infrastructure and communities, and the identification and prioritization of adaptation strategies, including nature-based, hybrid, and traditional infrastructure solutions. The project also emphasizes equitable community engagement, including outreach to disadvantaged communities and the incorporation of community input into adaptation planning efforts. This effort will inform future planning and investment decisions along Vallejo's shoreline, including areas vulnerable to flooding and sea level rise such as the waterfront, Mare Island, and adjacent infrastructure.

The Solano Bayshore Resiliency Project is expected to be completed by September 30, 2027, and will result in a coordinated, science-based framework to guide long-term shoreline resilience planning and investment decisions across participating jurisdictions.

As part of the grant structure, partner jurisdictions receive allocations to support their participation in the project. Vallejo's allocation of $142,659.20 is based on a formula that considers shoreline length, population, and population at risk from sea level rise. These funds will be used to reimburse eligible costs associated with staff participation in technical advisory meetings, coordination activities, data sharing, and public engagement efforts.

Approval of the proposed agreement with FSSD will formalize the City's participation in the project and establish the terms for reimbursement of eligible costs. Adoption of the accompanying resolution will also amend the Fiscal Year 2025-26 Capital Grants and Contribution Fund #221 budget to appropriate the grant funds and authorize their expenditure.

FISCAL IMPACT

The recommended budget amendment to the Capital Grants and Contribution Fund is as follows:

OPC Grant (Project#_____)	**Revenues**	**Expenditures**
State Grant	$142,659.20	
Eligible Activities		$142,659.20
TOTALS	$142,659.20	$142,659.20

Upon approval of the budget amendment and execution of the agreement with FSSD, the City will be eligible to receive reimbursement of up to $142,659.20 for eligible expenses incurred through the term of the grant. These funds will be deposited into the Capital Grants and Contribution Fund #221 and used to reimburse staff time and project-related costs. No local match is required. Reimbursements will be processed on a quarterly basis upon submission of eligible expenses through FSSD in accordance with OPC grant requirements. There is no impact to the General Fund.

ENVIRONMENTAL REVIEW

The requested action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306, as it involves the collection of data, research, and resource evaluation activities which will not result in a serious or major disturbance to an environmental resource.

ATTACHMENTS

1.	Resolution Approving Subaward Agreement and Amending Budget Fund No. 221_CAO Stamp
2.	Exhibit A - Subaward Agreement _CAO Stamp

CONTACT

Kristin Pollot, AICP, Planning & Development Services Director, (707) 648-4326
kristin.pollot@cityofvallejo.net

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26-___ N.C.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A SUBAWARD AGREEMENT WITH THE FAIRFIELD-SUISUN SEWER DISTRICT TO ACCEPT CALIFORNIA OCEAN PROTECTION COUNCIL GRANT FUNDS IN THE AMOUNT OF $142,659.20 FOR THE SOLANO BAYSHORE RESILIENCY PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND AMENDING THE FISCAL YEAR 2025-26 CAPITAL GRANTS AND CONTRIBUTION FUND #221 BUDGET TO APPROPRIATE THE FUNDS (STEP 2 OF 2)

WHEREAS, the Solano Bayshore Resiliency Project is a collaborative, multi-jurisdictional effort between Solano County and the cities of Vallejo, Fairfield, Suisun City, and Benicia, led by the Fairfield-Suisun Sewer District (FSSD); and

WHEREAS, the project is funded through a grant from the California Ocean Protection Council (OPC) under the Senate Bill 1 (SB 1) Sea Level Rise Adaptation Planning Grant Program to support regional shoreline adaptation planning; and

WHEREAS, the purpose of the Solano Bayshore Resiliency Project is to develop a subregional Shoreline Adaptation Plan that addresses sea level rise and coastal flooding risks through vulnerability assessments, community engagement, and identification of adaptation strategies; and

WHEREAS, the City of Vallejo has been allocated $142,659.20 in OPC grant funding to support staff participation and project-related activities; and

WHEREAS, participation in the project requires the City to enter into an agreement with FSSD that establishes the terms for reimbursement of eligible costs and coordination among partner agencies; and

WHEREAS, Section 703 of the City Charter requires a two-step process for amending the City's budget, beginning with a minimum one-week notice of intent, which was provided at the April 14, 2026, City Council meeting; and

WHEREAS, Step 2 requires adoption of a resolution to amend the budget and appropriate the grant funds; and

WHEREAS, the City desires to amend the Fiscal Year 2025-26 Capital Grants and Contribution Fund #221 budget to recognize and appropriate the grant funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo hereby approves the Subaward Agreement between the City and FSSD for participation in the Solano Bayshore Resiliency Project in the amount of $142,659.20, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the City Council of the City of Vallejo hereby authorizes the City Manager to execute the Agreement, with any modifications recommended by the City Attorney and the City Clerk to attest.

BE IT FURTHER RESOLVED that the City Council of the City of Vallejo hereby amends the Fiscal Year 2025-26 Capital Grants and Contribution Fund #221 budget to recognize revenue and appropriate expenditures in the amount of $142,659.20 as follows:

Capital Grants and Contribution Fund #221	*Revenues*	*Expenditures*
OPC Program	$142,659.20	
Eligible Activities		$142,659.20

Adopted by the Council of the City of Vallejo at a regular meeting held on April 28, 2026, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ANDREA SORCE, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By: _____ for
Veronica A.F. Nebb
City Attorney

SUBAWARD AGREEMENT FOR THE SOLANO BAYSHORE RESILIENCY PROJECT

THIS SUBAWARD AGREEMENT ("Agreement") is entered into as of _____, ("Effective Date") between the FAIRFIELD-SUISUN SEWER DISTRICT ("District") and CITY OF VALLEJO ("Subrecipient").

WITNESSETH:

WHEREAS, the District desires to subaward funds to complete Solano Bayshore Resiliency Project services funded under the Ocean Protection Council Grant Agreement No. C0227116, which for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, Subrecipient is willing and qualified to provide the services desired;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

I. DUTIES OF SUBRECIPIENT

A. Subrecipient shall provide services required for the PROJECT as described in the Scope of Work, attached to and incorporated into this Agreement as Exhibit "A" to the Grant Agreement.

B. Subrecipient agrees that Subrecipient and all of Subrecipient's employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the PROJECT as may be required in the State of California, if any. Failure of Subrecipient, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.

C. Subrecipient shall perform the PROJECT work in such a manner as to fully comply with customary standards of care, including but not limited to professional quality, technical accuracy, timely completion, and the coordination of designs, drawings, specifications, reports, and other services furnished, work undertaken, and/or labor, materials, tolls, equipment, transportation services and other items provided by Subrecipient to complete the PROJECT pursuant to this Agreement.

D. The District's approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished by Subrecipient under this Agreement shall not relieve Subrecipient of responsibility for the technical adequacy of its work. Neither the District's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate

as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Subrecipient shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit "A" have been completed. It is agreed between Subrecipient and the District that those provisions of this Agreement which by their nature continue beyond expiration or earlier termination of the Agreement, including but not limited to Sections VIII, X(F), and X(G), shall continue beyond such expiration or termination.

F. As required under California Government Code Section 1096.7(c)(1), the Subrecipient's duties and services under this agreement shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Subrecipient's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Subrecipient shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Subrecipient pursuant to this Agreement.

II. DUTIES OF DISTRICT

The District, without cost to Subrecipient, will provide pertinent information reasonably available to it, which is necessary for performance by Subrecipient under this Agreement, including previous reports and data relative to the PROJECT. The District does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. Subrecipient will use its professional judgment in the review and use of data so provided. However, Subrecipient will not be liable for any error or omission in any data furnished by the District and used by Subrecipient which could not reasonably be discovered by Subrecipient. To this extent Subrecipient is entitled to rely on data provided by the District.

III. COMPENSATION OF SUBRECIPIENT

A. Basis of Compensation: The District will pay Subrecipient for services provided under this Agreement on a time and material basis with a maximum fee not to exceed ONE HUNDRED FORTY-TWO THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND TWENTY CENTS ($142,659.20) in accordance with the Fee Schedule or Bid Schedule attached to and incorporated into this Agreement as Exhibit "A". When compensation is determined using hourly rates of Subrecipient's personnel and equipment assigned to the work, Subrecipient rates may be adjusted annually if proposed by Subrecipient and approved by the District. Such rate adjustments shall not exceed five percent (5%) annually.

B. Change in Scope of Work: Adjustment in compensation for changes in scope of

work authorized in writing by the General Manager of the District shall be based on the Fee Schedule, Bid Schedule, firm prices quotations, and/or rates set forth and attached as Exhibit "A." Changes in scope of work so authorized shall not exceed twenty percent of the total maximum fee. No payment shall be made for changes unless authorized in writing by the District.

C. Monthly Payment to Subrecipient: Upon submission of an invoice by Subrecipient, and upon approval of the District's authorized representative, the District will pay Subrecipient monthly in arrears for fees and expenses incurred up to the maximum amount reflected in Exhibit "A". The District will issue payment within thirty (30) calendar days after receipt of an invoice from Subrecipient, provided that all invoices are accompanied by cost documentation determined to be sufficient by the District to allow the determination of the reasonableness and accuracy of the invoice. If a payment dispute arises between the parties, Subrecipient shall provide to the District full and complete access to Subrecipient's project labor cost records and other direct project related cost data, and copies thereof if requested by the District.

D. Notification at 75% of Maximum Fee: Subrecipient shall notify the District when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, Subrecipient shall indicate whether the sum of the current costs incurred plus the estimated total cost to complete the task or tasks set forth in the Scope of Work, Exhibit "A," shall be greater or less than the maximum fee. Receipt by the District of said notification that the cost for completion of all tasks shall exceed the established maximum fee, will not constitute an approval or authorization to increase the established maximum fee or a waiver of any rights which the District may have under this Agreement.

E. Cost of Rework: Subrecipient shall, at no cost to the District, prepare any necessary rework occasioned by Subrecipient's failure to provide services required for the PROJECT as described in Exhibit "A" in a satisfactory manner, due to any act or omission attributable to Subrecipient, or its agents, including subcontractors. Nothing in this subsection is intended to limit the liability of Subrecipient for damages which might arise from Subrecipient's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

F. Markup Allowances: Markup allowances apply only to services provided on a time and materials basis. Subrecipient may markup Subcontractors and Sub-consultant costs by no more than 5%. Other Direct Costs (reproduction, delivery, mileage, travel expenses, other services) will be billed at cost. Any applicable markups for professional services overhead, including equipment and communication expenses, shall be included in labor hourly rates

IV. TERM OF AGREEMENT

A. The term of this Agreement shall begin on the Effective Date and end on the date when the tasks set forth in Exhibit A have been completed or the Agreement is otherwise terminated in accordance with Article VI.

B. Subrecipient agrees to immediately and diligently proceed with the Scope of Work and satisfactorily complete the PROJECT within the prescribed time as set forth in Exhibit A.

V. SUBRECIPIENT'S ASSIGNED PERSONNEL

Subrecipient designates Hector Rojas to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement.

Substitution of these assigned personnel will require the prior written approval of the District.

If the District determines that a proposed substitution is not acceptable, then, at the request of the District, Subrecipient shall substitute with a person acceptable to the District.

No subcontract shall be awarded, or an outside consultant engaged, by Subrecipient, unless Subrecipient has made written request to use such Subcontractors or outside consultant and its request has been approved in writing by the District. No additional approval shall be required for subcontracting with or engagement of a Subcontractors or outside consultant identified in Exhibit "A." The written approval of the District resulting in the use of or engagement of a Subcontractors or outside consultant does not relieve Subrecipient of the obligations or covenants set forth in this Agreement.

VI. TERMINATION

A. The District may terminate this Agreement at any time, with or without cause, upon 30 day's written notice to Subrecipient.

B. The District may terminate this Agreement immediately upon notice of Subrecipient's malfeasance. If the District terminates this Agreement pursuant to this subsection, nothing set forth in this Agreement is intended to require the District to compensate Subrecipient for any services which may be claimed to have been provided or be in progress if the District reasonably concludes that further compensation is unwarranted.

C. Upon receipt of a termination notice, or in the event that Subrecipient ceases performing services under this Agreement or otherwise abandons the PROJECT prior to completing all of the services described in the Scope of Work,

Subrecipient shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the District all data, information, and materials as Subrecipient may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.

D. Following termination, the District will reimburse Subrecipient for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Agreement unless Subrecipient is in default of this Agreement.

E. Upon termination, Subrecipient's sole right and remedy shall be to receive payment for all amounts due and not previously paid to Subrecipient for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the District and any other reasonable cost incidental to such termination of services. Such payments available to Subrecipient under this subsection shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

VII. INDEMNITY

Subrecipient shall indemnify, hold harmless and defend, in any actions at law or in equity, the District, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, including attorneys' fees, to the extent arising from Subrecipient's operations, or from any persons directly or indirectly employed by, or acting as agent for, Subrecipient, excepting the sole negligence or willful misconduct of the District. Notwithstanding anything in this Agreement to the contrary, this indemnification shall extend to such claims, losses, damage, injury, death, or other liabilities occurring after the completion of Subrecipient's operations, as well as during the progress of rendering such services.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements of this Agreement does not relieve Subrecipient from liability under this indemnification section. The obligations of this indemnification section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

VIII. INSURANCE

Without limiting Subrecipient's obligation to indemnify the District, The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

Subrecipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the work under this Agreement by Subrecipient, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, Workers' Compensation and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Subrecipient under this Agreement.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf

of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2. **Primary Coverage**. For any claims related to this Agreement, **Subrecipient's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of Subrecipient's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

3. **Umbrella or Excess Policy.** Subrecipient may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Subrecipient's primary and excess liability policies are exhausted.

4. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Entity.

5. **Waiver of Subrogation.** Subrecipient hereby grants to the District a waiver of any right to subrogation which any insurer of Subrecipient may acquire against the District by virtue of the payment of any loss under such insurance. **Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation**, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Subrecipient, its employees, agents, and subcontractors.

6. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the District. The District may require Subrecipient to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the

retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds $50,000 unless approved in writing by the District. Any and all SIRs shall be the sole responsibility of Subrecipient or Subcontractors who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due Subrecipient to fund the SIR. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR. The District reserves the right to obtain a copy of any policies and endorsements for verification.

7. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

8. **Verification of Coverage.** Subrecipient shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this **clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Subrecipient's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The District may withhold payment to Subrecipient until Subrecipient provides complete insurance certificates and endorsements satisfactory to the District.

9. **Subcontractors.** Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subrecipient shall ensure that District is an additional insured on insurance required from subcontractors.

10. **Duration of Coverage.** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

IX. DEFAULT

A. If Subrecipient defaults in Subrecipient's performance, the District shall promptly notify Subrecipient in writing. If Subrecipient fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Subrecipient fails to commence to cure the default within 30 days after notification, then the District may immediately terminate this Agreement at the District's sole discretion.

B. If Subrecipient fails to cure default within the specified period of time, the District may elect to cure the default and any expense incurred shall be payable by Subrecipient to the District. The Agreement may be immediately terminated at the District's sole discretion.

C. If this Agreement is terminated because of Subrecipient's default, the District shall be entitled to recover from Subrecipient all damages allowed by law.

X TERMS OF OPC GRANTS

A. INCORPORATION OF PRIME GRANT TERMS.

The Subrecipient acknowledges that this Agreement is funded under the State of California Grant Agreement No. C0227116 between the Fairfield-Suisun Sewer District ("District") and the California Natural Resources Agency/Ocean Protection Council (the "State Agreement"). The Subrecipient agrees to comply with all applicable terms, conditions, and requirements of the State Agreement, which are incorporated herein by reference as though fully set forth.

B. INDEMNIFICATION

The Subrecipient shall indemnify, defend, and hold harmless the Fairfield-Suisun Sewer District ("District"), the State of California, and their respective officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from the acts, errors, or omissions, or willful misconduct of the Subrecipient, its officers, employees, agents, Subrecipients, or assigns, in connection with the performance of this Agreement or any activity funded under it.

The Subrecipient's indemnification obligations shall apply to the same extent as those required of the District under the State Agreement, and shall include, without limitation, any claim, demand, or cause of action for personal injury, property damage, or violation of law arising out of or related to the Subrecipient's performance of this Agreement.

This obligation shall not extend to claims or liabilities caused by the sole negligence or willful misconduct of the District, the State, or their officers, agents, or employees.

C. REPAYMENT AND DISALLOWANCE

The Subrecipient shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the State Agreement or by subsequent action of the State. The Subrecipient shall return to the District any funds disallowed, including any interest or penalties assessed, within thirty days of notification from the District to return such funds. The District may offset such amounts against any unpaid balance due to the Subrecipient.

D. CEQA AND REGULATORY COMPLIANCE

The Subrecipient shall be solely responsible for ensuring compliance with the California Environmental Quality Act (CEQA) and all other applicable environmental and permitting requirements for its activities. Any delay or failure to obtain necessary approvals shall not relieve the Subrecipient of its obligations under this Agreement or entitle it to additional compensation.

E. AUDIT AND RECORDS

The Subrecipient shall maintain financial records, invoices, and supporting documentation in accordance with generally accepted accounting principles for a minimum of five (5) years after final payment or project completion, whichever is later. Such records shall be made available for inspection and audit by the District, the State of California, or their designees upon request. Failure to retain or produce documentation shall render the associated cost ineligible for reimbursement.

F. INSURANCE

The Subrecipient shall, at its own expense, obtain and maintain throughout the entire term of this Subaward, the insurance set forth in Attachment, Section O, attached hereto, and shall name the District and the State of California as additional insureds. Certificates of insurance shall be provided prior to commencement of work.

G. SUBAWARD TERMINATION

The District may terminate this Agreement immediately upon written notice if the Subrecipient materially breaches this Agreement, fails to meet performance standards, or engages in conduct that places the District in violation of the State Grant Agreement. In such event, the Subrecipient shall be liable for repayment to the District of all grant funds disbursed under this Agreement.

H. FLOW-DOWN REQUIREMENT

The Subrecipient shall include these provisions in all sub contracts or agreements entered into for the performance of work under this Agreement.

XI MISCELLANEOUS TERMS AND CONDITIONS

A. ASSIGNMENT

Subrecipient shall not assign any rights or duties under this Agreement to a third party without the prior written consent of the District.

B. INDEPENDENT SUBRECIPIENT

1. Subrecipient is an independent Subrecipient and not an agent, officer or employee of the District. The parties mutually understand that this Agreement is between two independent Subrecipients and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Subrecipient shall have no claim against the District for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
3. Subrecipient is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
4. Subrecipient shall indemnify and hold the District harmless from any liability which the District may incur because of Subrecipient's failure to pay such obligations nor shall the District be responsible for any employer-related costs not otherwise agreed to in advance between the District and Subrecipient.
5. As an independent Subrecipient, Subrecipient is not subject to the direction and control of the District except as to the final result contracted for under this Agreement. the District may not require Subrecipient to change Subrecipient’s manner of doing business, but may require redirection of efforts to fulfill this Agreement.
6. Subrecipient may provide services to others during the same period Subrecipient provides service to the District under this Agreement.

7. Any third persons employed by Subrecipient shall be under Subrecipient's exclusive direction, supervision and control. Subrecipient shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
8. As an independent Subrecipient, Subrecipient shall indemnify and hold the District harmless from any claims that may be made against the District based on any contention by a third party that an employer-employee relationship exists under this Agreement.
9. Subrecipient, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid under this Agreement.

C. PROPRIETARY MATERIAL

The District does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by Subrecipient in the performance of this Agreement. Subrecipient is solely responsible for any such use.

D. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

E. NONDISCRIMINATION

1. In rendering services under this Agreement, Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

2. Further, Subrecipient shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

F. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS

The District shall be the owner of and shall be entitled to possession of all rights, title, royalties and interest to and in all work product of Subrecipient resulting from its performance under this Agreement, including, but not limited to, drawings, specifications, data, reports, estimates, software, summaries, electronic files of all deliverables, and any other such information and materials

as may be prepared or developed by Subrecipient in performing work under this Agreement, whether complete or in progress and none shall be revealed, disseminated, or made available by Subrecipient to others without prior consent of the District. If this Agreement is terminated in accordance with Section VI, Subrecipient shall deliver such documents within two weeks of receipt of a termination notice.

It is understood that Subrecipient's work product is prepared for this specific Project. Any use of such work product by the District for a different project without Subrecipient's written approval shall be at the District's risk. Any use by District of an incomplete work product without Subrecipient's written approval shall be at District's risk.

"Confidential Information" as used in this Agreement shall mean (a) information concerning the District's business, property or technology, is confidential in nature and not generally known to the public, and is disclosed by the District to Subrecipient in connection with the PROJECT; and (b) any information received from the District that may be made known to Subrecipient to treat as confidential or proprietary, including information designated as "Confidential" (or with some other similar legend) or identified as confidential at the time of disclosure or is of a nature that should be considered confidential based on the circumstances surrounding the disclosure.

Subrecipient shall not disclose any Confidential Information of the District to any third party (other than to its employees and representatives as provided for in this Agreement), and shall only use Confidential Information of the District in connection with the PROJECT. Subrecipient will treat all Confidential Information with the same degree of care as it accords its own confidential information, but in no case less than reasonable care. Subrecipient will disclose Confidential Information only to those of its employees and representatives who need to know such information and who are bound by confidentiality obligations that are similar to those which protect the Confidential Information.

Subrecipient's obligations under this section shall not apply to Confidential Information that is (a) in the public domain or known in the trade at or subsequent to the time communicated to Subrecipient by the District through no fault of Subrecipient; (b) rightfully in Subrecipient's possession free of any obligation of confidentiality at or subsequent to the time communicated to Subrecipient by the District; (c) received from a third party who rightfully disclosed it to Subrecipient without restriction on its subsequent disclosure; (d) developed by employees or agents of Subrecipient independently of and without reference to any Confidential Information communicated to Subrecipient by District or approved for release in writing by the District. In addition, any disclosure of any portion of Confidential Information either (i) in response to a valid order by a court or other governmental body, or (ii) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that, to the extent legally permissible and reasonably

possible, Subrecipient shall provide prompt prior written notice thereof to District to enable District (at its sole expense) to seek a protective order or otherwise prevent such disclosure.

This section will remain in full force and effect until such time the Confidential Information is no longer considered by the District to be confidential. Upon the District's written request, Recipient shall, at its sole election, return or destroy all Confidential Information received under this Agreement. Notwithstanding the foregoing, nothing shall require the alteration, modification, deletion or destruction of back-up tapes or other back-up media made in the ordinary course of business, provided that said backup tapes or other back-up media shall be stored in a manner that prevents unauthorized access or use of Confidential Information.

G. EXAMINATION OF RECORDS

Subrecipient agrees that the District will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

H. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to Subrecipient's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

I. NOTICES

All notices from one party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

DISTRICT: Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94534-9700
Phone (707) 429-8930
Fax (707) 429-1280

SUBRECIPIENT: City of Vallejo
Hector Rojas
555 Santa Clara Street

Vallejo, CA 94590
Phone (707)553-7283

J. APPLICABLE LAWS

Subrecipient shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Solano County.

Subrecipient and any subcontractors shall comply with the provisions of Labor Code Sections 1770 et seq., if applicable.

K. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

[Signature page follows]

IN WITNESS the parties have executed this Agreement on the day first above-written.

FAIRFIELD-SUISUN SEWER DISTRICT:

_____
Signature

_____
Printed Name

_____
Title

CITY OF VALLEJO:

_____
Signature

_____
Printed Name

_____
Title

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State of California
The Natural Resources Agency – GRANT AGREEMENT

GRANTEE NAME: Fairfield-Suisun Sewer District

PROJECT TITLE: Solano Bayshore Resiliency Project

AUTHORITY: Budget Act of 2022

PROGRAM: Ocean Protection Council

AGREEMENT NUMBER: C0227116

PROJECT COMPLETION DATE: September 30, 2027

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the Budget Act of 2022, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: See project description on Page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **$1,391,713.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

FAIRFIELD-SUISUN SEWER DISTRICT

By _____
Jordan Damerel

Title General Manager

Date 10/13/2025

STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY

By _____
Jenn Eckerle

Title Deputy Secretary for Ocean and Coastal Policy

Date 10/30/2025

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER			FUND		
$1,391,713.00		C0227116			3228 – SB1 Greenhouse Gas Reduction Fund		
ADJ. INCREASING ENCUMBRANCE							
$							
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
$		Local Assistance					
UNENCUMBERED BALANCE		Ref Number	Fund	Enactment Year (ENY)		Account Number	Alt Account
$1,391,713.00		601	3228	2022		5432000	5432000000
Program	PCBU	Project	Activity	RPTG Structure	SVC Loc	Agency Use	Budget Period
0320	0540	0540C0227116	22701	05403001	22701	N/A	2025

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

_____ 11/4/2025
SIGNATURE OF ACCOUNTING OFFICER DATE

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GRANT AGREEMENT

State of California - The Natural Resources Agency

GRANTEE NAME:	Fairfield-Suisun Sewer District
PROJECT TITLE:	Solano Bayshore Resiliency Project
AUTHORITY:	Budget Act of 2022, Greenhouse Gas Reduction Fund
PROGRAM:	Ocean Protection Council
AGREEMENT NUMBER:	C0227116

Under the terms and conditions of this agreement, the applicant agrees to complete the Project Scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the Budget Act of 2022, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to provide local assistance for implementation of Chapter 236 of the Statutes of 2021 (SB 1) for the purposes of supporting local and regional governments, and for directly related investments to implement those plans, in accordance with the provisions contained in the Ocean Protection Council (OPC) Senate Bill 1 (SB 1) Grant Program Solicitation and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. All materials produced with grant funds shall include acknowledgement of grant funding. The Ocean Protection Council shall have the right to republish any material generated by this grant, unless otherwise specified.

2. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the SB 1 Grant Program Solicitation and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.

3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for

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scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

4. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

5. As conditions precedent to the State's obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA. Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. In such instances, CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

6. If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title and interest in the real property in lieu of the State.

7. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of adequate land tenure and evidence that the project will be operated and maintained for a minimum of twenty (20) years satisfactory to the State for all land to be improved under this Agreement, unless otherwise specified in writing by the Executive Director.

General Provisions

A. Definitions

1. The term "Act" means Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006.

2. The term "Agreement" means this Grant Agreement.

3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.

4. The term "Application Guidelines" means the SB 1 Grant Program Solicitation and Application.

5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities

6. The term “Fair Market Value” means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

7. The term “Grant” or “Grant Funds” means the money provided by the State to the Grantee in this Agreement.

8. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.

9. The term “Interpretation” means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

10. The term “Other Sources of Funds” means cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.

11. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.

12. The term “Project Budget” means the State approved cost estimate included as Exhibit A to this Agreement.

13. The term “Project Scope” means the description or activity for work to be accomplished by the Project.

14. The term “Public Agency” means any State of California department or agency, a county, city, public district or public agency formed under California law.

15. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the

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event of circumstances beyond the control of the Grantee, but in no event beyond **March 31, 2029.**

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

   Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the SB 1 Grant Program and is consistent with the intent cited in the original Application.

   If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access by the State upon 24 hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

9. For projects involving construction or implementation, Grantee shall provide for public access to the Project in accordance with the intent of the Act.

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10. For projects involving construction or implementation, Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

11. For projects involving construction or implementation, Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

12. Grantee shall provide status reports of the work performed pursuant this agreement at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

   b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and as applicable, the satisfactory completion of a site inspection by the State.

   c. Invoices must be submitted on a quarterly basis. If quarters are lumped into larger invoices, OPC reserves the right to reject the invoices until the Grantee resubmits quarterly invoices.

      If all or any part of the project to be funded under this agreement will be performed by third parties under contract with the grantee, then the Grantee should, prior to executing an agreement for services, seek the approval of the Executive Director or his/her designee on the selection of the third party. The Grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

2. Payment Documentation:

   a. All payment requests must be submitted using a completed Request for Disbursement Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made. An authorized representative of the Grantee shall sign the form.

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b. In connection with submission of each form, the Grantee shall also submit, unless the Executive Director makes a specific exemption, the following:

   1. An itemized ledger, in a form approved by an authorized representative, detailing all direct expenditures incurred by the grantee and any subgrantee.

   2. Receipts, travel expense vouchers and claim forms for travel expenses incurred by the Grantee and any subgrantee. The State will reimburse the Grantee for expenses necessary to the project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The State will reimburse the Grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

   3. Receipts or any other source documents for direct expenditures for any purchase of equipment or materials by the Grantee and any subgrantee.

   4. A supporting progress report from the grantee summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any subgrantee, and comparing it to the status required by the Work Program (budget, timeline, tasks, etc.).

c. The Grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, may relieve the State of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.

d. Notwithstanding the foregoing, the Executive Director may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.

e. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

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3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final Request for Disbursement and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **April 20, 2029.**

5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at

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any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, includes developing sea level rise adaptation plans, and for directly related investments to implement those plans, because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

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2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Audit Requirements and Financial Records

1. OPC projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Grantee shall maintain satisfactory financial accounts, documents, records, and supporting documentation consistent with the policies outlined in this Agreement and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, records, and supporting documentation for three (3) years after final payment and one (1) year following an audit on site. OPC shall maintain all grant records for 35 years at the State Records Center and in perpetuity if funds are granted for acquisition of real property, in accordance with all applicable protocols as updated and required by the State Treasurer's Office.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable generally accepted accounting principles, unless otherwise agreed to by the State.

4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

H. Use of Facilities

1. If the project involves real property, the property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor,

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provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **20 YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. An alternate period may be considered and subject to approval by the Executive Director. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code

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Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy

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Director of OPC. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to the Executive Director of the OPC.

2. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Executive Director or designee shall be final.

O. Insurance

Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain self-insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement.

If the Grantee provides funds to any contractor to accomplish any of the work of this Agreement or provides funds to any subgrantee to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each subgrantee or contractor requiring it to provide and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the subgrantee or contractor, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the subgrantee or contractor may satisfy the coverage required by this section in whole or in part through: (a) its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the completion date of the work undertaken by the subgrantee or contractor under the approved Work Program.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

   a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.

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b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).

c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

a. General Liability: (Including operations, products and completed operations, as applicable)	$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	$1,000,000 per accident for bodily injury and property damage.

3. Use of Watercraft. If the subgrantee or contractor is to engage in project work involving the use of watercraft, it shall provide and maintain insurance covering injury to person or property in connection with the use of watercraft, which may include, as appropriate, an endorsement to a Commercial General Liability policy covering non-owned watercraft liability or Protection and Indemnity Insurance or Jones Act coverage. Coverage shall be in a reasonable amount in light of the nature of the activity and shall be documented and approved by the Executive Director.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

5. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the OPC. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

   a. The State of California, its officers, agents, and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.

   b. For any claims related to this agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.

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c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the OPC and approved in writing by the Executive Director.

7. Verification of Coverage. The Grantee shall furnish the Executive Director with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Director before work commences. The OPC reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

8. Premiums and Assessments. The OPC is not responsible for premiums and assessments on any insurance policy.

9. Indemnity. The grantee shall agree to indemnify and hold harmless the State of California, acting by and through the OPC, and any employee or agent thereof harmless from any liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including, but not limited to, the use by Grantee of results obtained from the activities performed under this agreement; provided, however, that any such liability, loss or damage resulting from this agreement was not caused by the gross negligence or malfeasance of the OPC, its employees or agents.

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State of California Natural Resources Agency

Ocean Protection Council

Grantee Name:	Fairfield-Suisun Sewer District
Project Title:	Solano Bayshore Resiliency Project
Agreement Number	C0227116
Term of Agreement:	Upon Approval Through September 30, 2027

Project Summary:

The Solano Bayshore Resiliency Project (Project) is a collaborative, multi-jurisdictional adaptation planning effort facilitated through the Solano Resiliency Roundtable. Aligned with the Bay Conservation and Development Commission's (BCDC) Regional Shoreline Adaptation Plan (RSAP), this project includes:

- Task 1 – Project Planning, Management, and Coordination;
- Task 2 – Community Outreach and Engagement;
- Task 3 – Sea Level Rise Vulnerability Assessment; and
- Task 4 – Development of a Multi-jurisdictional Regional Shoreline Action Plan for unincorporated Solano County and the cities of Vallejo, Fairfield, Suisun City, and Benicia.

Building on previous studies, the Project will ultimately include evaluation of the feasibility of nature-based, green, and hybrid adaptation solutions, and aligning with BCDC RSAP Guidelines. Focus areas include vulnerable regions within the project area and the Suisun Marsh, the largest remaining wetland in the San Francisco Bay Area, accounting for over 10% of California's remaining wetlands.

The project will guide place-based community planning and critical infrastructure investment decisions while prioritizing equitable engagement with historically underrepresented communities across the project area for fair and inclusive outcomes.

This effort directly advances the Ocean Protection Council's (OPC) Strategic Plan objectives, specifically:

Commented [HT1]: Can we add in a cover sheet before this that is clear that this is "Exhibit A"? I'm concerned that there are references to Exhibit A all throughout the subaward agreement, but nothing clearly identifies this as Exhibit A.

Commented [TB2R1]: Cover Sheet will be added in PDF AdobeSign upon approval of Draft

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- Objective 1.1: Build resiliency to sea-level rise, coastal storms, erosion, and flooding by informing adaptation planning with localized vulnerability assessments and prioritized solutions.
- Objective 1.3: Improve understanding of climate impacts on California's coast and ocean through data gathering, hazard mapping, and regional knowledge-sharing.
- Objective 2.2: Enhance engagement with underserved communities via inclusive outreach, community workgroups, and youth engagement strategies.
- Objective 3.1: Protect and restore coastal and marine ecosystems by evaluating the feasibility of nature-based and hybrid infrastructure to increase ecosystem resilience.

Objective:

Through development of a science-based vulnerability assessment and a multi-jurisdictional shoreline action plan (MSAP), the project aims to identify and prioritize adaptation strategies that protect people, critical services, and natural resources from the accelerating threats of sea level rise and coastal flooding. By coordination across jurisdictions (Solano County and the cities of Vallejo, Fairfield, Suisun City, and Benicia), this project enhances regional capacity to plan proactively, share resources, and respond collectively to climate-driven shoreline hazards.

This effort aims to serve as a model for inclusive governance and integrated planning that centers historically underserved communities. The project will meet RSAP's Equity Assessment Standard through comprehensive community engagement, ensuring meaningful consultation and incorporation of the needs and perspectives of vulnerable, historically underrepresented communities in all aspects of sea level rise adaptation planning. The project will support climate resilience through meaningful community engagement, regional knowledge-sharing, and the co-creation of locally relevant solutions. By aligning with the BCDC's RSAP and SB 272, this work directly advances statewide goals for climate adaptation while addressing localized flood risks, infrastructure vulnerabilities, and environmental justice priorities along the Solano Bayshore.

Project Tasks and Deliverables:

Task 1: Project Planning, Management, and Coordination

Description: Task 1 involves coordinating activities of the project team, managing resources, and ensuring that the project progresses smoothly and on schedule. This task includes regular reporting, ongoing project management meetings, Technical Advisory Committee (TAC) meetings, and BCDC consultation throughout the program period.

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Subtasks:

1.1 Design / Launch Solano County Sea Level Rise / Climate Resilience Initiative	
Progress toward RSAP Element A: Planning Process	
Approach	Outcomes/ Deliverables
Coordination meetings with the Project Team, TAC, BCDC, and Technical Consultants to establish project goals, timelines, and expectations. The Project Team, including FSSD, the County, engagement partner, and technical consultants, meet every two weeks to discuss project progress. The TAC meets every six to eight weeks to discuss project milestones.	Meeting notes and project roadmap
Launch Regional Resiliency Website & portal to access data set and knowledge products	Website and data-sharing portal
1.2 Roundtable and TAC Participation & Coordination	
Progress toward RSAP Element A: Planning Process	
Approach	Outcomes/ Deliverables
Attendance and active participation in bi-monthly Roundtable meetings to provide technical oversight and ensure consistent progress	Meeting notes, technical recommendations
Launch Regional Resiliency Website & portal to access data set and knowledge products	Website and data-sharing portal
1.3 Grant Management and Reporting	
Progress toward RSAP Element A: Planning Process	
Approach	Outcomes/ Deliverables
Prepare quarterly reports detailing milestones and deliverables completed	Quarterly reports, milestone achievement documentation
Continuous coordination and contracting with subcontractors, scheduling and facilitating regular TAC meetings to track progress	Periodic reports, invoices, project status updates

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The Project Team, including FSSD, the County, engagement partner, and technical consultants, meet every two weeks to discuss project progress The TAC meets every six to eight weeks to discuss project milestones	
Communication with BCDC and OPC regarding project updates. As part of the TAC, BCDC will be updated every six to eight weeks on key milestones such as the Vulnerability Assessment Ad hoc meetings with BCDC and OPC will be scheduled as needed/requested.	BCDC and OPC communication at key project milestones

Task 2: Community Outreach and Engagement

Description: This task involves designing and implementing a comprehensive community engagement strategy to ensure broad and equitable community involvement, particularly among Disadvantaged Communities and marginalized groups. This includes website development, social media campaigns, and organizing community meetings.

Subtasks:

2.1 Conduct Social Media Campaign	
Progress toward RSAP Element A: Planning Process *Meets the Equity Assessment Standard*	
Approach	Outcomes/ Deliverables
Lead a two-year social media campaign to engage the public through Instagram, Facebook, and Nextdoor, using Greenbelt Alliance as the community partner, with targeted outreach to historically underrepresented communities and content in multiple languages as appropriate	Ongoing social media campaign
2.2 Host Quarterly Community Meetings	
Progress toward RSAP Element A: Planning Process	

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Approach	Outcomes/ Deliverables
Host meetings in rotating locations across the project area (Vallejo, Suisun City, Benicia, Fairfield) offering multiple opportunities for public input Proposed topics include: • Review asset exposure and identify potential cascading impacts • Brainstorm and refine adaptation strategies • Finalize adaptation strategies and discuss potential Nature-Based Solutions (NBS) sites	Meeting summaries, feedback forms, and attendance records
2.3 Develop Community Engagement Plan	
Progress toward RSAP Elements A: Planning Process, B: Existing Conditions *Meets the Equity Assessment Standard*	
Approach	Outcomes/ Deliverables
Identify and engage communities at risk through targeted outreach, focusing on those disproportionately affected by sea level rise, particularly near-shore low-income communities. Develop an engagement plan grounded in vulnerability maps and demographic data	Community Engagement Plan, risk maps, engagement strategies
Consider impact of policy changes, particularly on vulnerable communities	Create accessible materials—reports, executive summaries, infographics—that convey the plan's key findings and recommendations to diverse audiences.
2.4 Convening Community Workgroups	
Progress toward RSAP Elements A: Planning Process, D: Adaptation Strategies and Pathways *Meets the Equity Assessment Standard*	
Approach	Outcomes/ Deliverables

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Establish Community Workgroups in Disadvantaged Communities for direct input and decision-making	Workgroup formation, reports, meeting notes
2.5 Engage Youth through a Science Program*	
Progress toward RSAP Element A: Engaging community members and local effected parties	
Approach	Outcomes/ Deliverables
Involve middle and high school students in science programs related to sea level rise and climate adaptation, led by Solano Resource Conservation District and Sustainable Solano	Completion of youth programming, Youth engagement reports, program curriculum

*NOTE: This work (Subtask 2.5) is being funded through an existing agreement with the Governor's Office of Planning and Research. No OPC funding is used for this subtask.

Task 3: Sea Level Rise Vulnerability Assessment and Data/Information Gathering

Description: Task 3 will assess the vulnerabilities of the Solano Bayshore area to sea level rise, including gathering data and conducting hazard mapping. The goal is to create a comprehensive vulnerability assessment and data set to inform adaptation strategies.

Subtasks:

3.1 Define Vulnerability Assessment Goals	
Progress toward RSAP Element A: Planning Process	
Approach	Outcomes/ Deliverables
Collaboratively define the assessment objectives through TAC meetings, community consultations, and youth programming	Vulnerability assessment goals and documentation
3.2 Identify and Collect Data	
Progress toward RSAP Elements B: Existing Conditions, C: Vulnerability Assessment	
Approach	Outcomes/ Deliverables
Conduct a gap analysis to identify missing data and complete the data set, integrating Solano County into	Vulnerability assessment goals and documentation

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broader sea level rise and groundwater condition mapping	
Review existing assessments, studies, and plans related to SLR and climate resilience in the project area	Incorporate review into vulnerability assessment report
Perform hazard mapping to assess asset exposure and create vulnerability maps for people, assets, and services in the project area	Data collection reports, updated vulnerability maps.
3.3 Conduct Hazard Mapping and Asset Exposure Assessment	
Progress toward RSAP Element C: Vulnerability Assessment	
Approach	Outcomes/ Deliverables
Perform hazard mapping to assess asset exposure and create vulnerability maps for people, assets, and services in the project area	Hazard maps, exposure assessment reports
Prepare a draft and final vulnerability assessment, addressing key sectors and vulnerability criteria outlined in the RSAP Guidelines	Vulnerability assessment reports, maps, and data sets

Task 4: Multi-jurisdictional Regional Shoreline Adaptation Plan

Subtasks:

4.1 Define Adaptation Plan Goals and Prioritization Criteria	
Progress toward RSAP Element D: Adaptation Strategies and Pathways	
Approach	Outcomes/ Deliverables
Define the regional vision and action plan goals working with the TAC, Roundtable, and community groups	Adaptation plan goals, prioritization criteria
Prepare a draft and final vulnerability assessment, addressing key sectors and vulnerability criteria outlined in the RSAP Guidelines	Vulnerability assessment reports, maps, and data sets
4.2 Identify Adaptation Pathways and Strategies	

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Progress toward RSAP Element D: Adaptation Strategies and Pathways	
Approach	Outcomes/ Deliverables
Identify a range of adaptation strategies, including green, green-gray, and gray infrastructure alternatives, tailored to different shoreline reaches	List of adaptation pathways, strategy options
Integrate vulnerability findings into strategy development to ensure adaptation approaches directly address identified risks	Updated vulnerability assessment with integrated adaptation strategies and risk-strategy alignment maps
4.3 Prioritize Adaptation Solutions	
Progress toward RSAP Elements D: Adaptation Strategies and Pathways, G: Project List	
Approach	Outcomes/ Deliverables
Using a community-driven framework, prioritize at least six place-based adaptation solutions for implementation	Finalized list of prioritized solutions
Apply vulnerability assessment findings to inform solution prioritization and update assessment with selected priorities	Updated vulnerability assessment with prioritization analysis and implementation maps
4.4 Develop Project Concept Designs	
Progress toward RSAP Elements F: Project Implementation Plan and Funding Strategy, G: Project List	
Approach	Outcomes/ Deliverables
Develop 5% design concepts for six prioritized adaptation projects, including implementation plans	5% design concepts, project cost estimates
Refine vulnerability assessment with project-specific risk analysis to support detailed design development	Updated vulnerability assessment incorporating project-level analysis and design-informed risk maps
4.5 Implementation Plan and Funding Strategy	

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Progress toward RSAP Element F: Project Implementation Plan and Funding Strategy	
Approach	Outcomes/ Deliverables
Develop an implementation plan with funding strategies and a monitoring program for long-term adaptation	Implementation plan, funding strategy, monitoring program, website updates
4.6 Completion of Draft Multijurisdictional Shoreline Adaptation Plan, Preparation for Council Adoption **Develop Summary of Policy Changes Necessary**	
Progress toward RSAP Element E: Land Use and Policy Plan	
Approach	Outcomes/ Deliverables
Completion of full MSAP for all jurisdictions, pulling together Elements A-G, comments, and revisions as necessary	Draft and final MSAP for all jurisdictions
Council adoption for each jurisdiction is expected in the fourth quarter of 2027	Adoption timelines, council resolution drafts, jurisdictional coordination documentation

Accessibility:

All public-facing products will be produced in accordance with California Department of Rehabilitation guidelines as per https://dor.ca.gov/Home/WebAccessibilityToolkit.

Project Timeline:

Outcomes/Deliverables as outlined above will be submitted to OPC at the end of the task timeline. See the project timeline in the GANNT chart below.

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Year 1 - 2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1												
Task 2									EP			
Task 3												
Task 4												

Year 2 - 2026

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1												
Task 2												
Task 3	DFT VA			FNL VA								
Task 4												

Year 3 - 2027

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1												
Task 2												
Task 3												
Task 4			DFT SLR							FNL SLR		

EP = Engagement Plan (Subtask 2.3)
DFT VA = Draft Vulnerability Assessment (Subtask 3.1 – 3.3)
FNL VA = Final Vulnerability Assessment (Subtask 3.1 – 3.3)
DFT SLR = Draft Sea Level Rise Multijurisdictional Shoreline Adaption Plan (Subtask 4.6)
FNL SLR = Final Sea Level Rise Multijurisdictional Shoreline Adaptation Plan (Subtask 4.6)

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Budget:

	Task 1	Task 2	Task 3	Task 4	Total
Personnel	$83,540	$86,140	$203,930	$278,930	$652,540
Subaward(s)	$0	$217,900	$119,043	$402,230	$739,173
Task Total	$83,540	$304,040	$322,973	$681,160	$1,391,713
				Agreement Total:	**$1,391,713**

Personnel Breakdown:

Title	Maximum Hourly Rate (Fully Burdened)
Director of Environmental Services, FSSD	$275.00
Senior Planner, County	$240.00
County GIS 1	$215.00
County GIS 2	$255.00
County GIS 3	$300.00

City Allocations:

City staff allocations for their partnership in this multi-jurisdictional plan are made in consideration of three metrics (with an equal division to each metric): Miles of shoreline, city population, and population below 3 feet. These allocations are reflected as direct subawards, not personnel (which applies only to FSSD and Solano County staff as direct grantees).

	Metric				
City	**Miles of Shoreline**	**Population**	**Population below 3 feet (According to Climate Central)**	**Allocation**	**# of hours (at $250 fully loaded rate)**
Suisun City	2.32	28,840	2257	$131,592.70	526
Fairfield	1.92	120,339	27	$63,284.38	253
Vallejo	18.29	121,558	262	$142,659.20	571
Benicia	9.82	26,033	213	$62,463.72	250

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Agreement Contacts:

Grantee:	Fairfield-Suisun Sewer District
Contact Name:	Meg Herston
Contact Number:	925-978-6358 (Cell/Text)
Contact Address:	1010 Chadbourne Road Fairfield CA 94534
Contact Email:	mherston@fssd.com
California Natural Resources	Ocean Protection Council
Contact Name:	Ella McDougall
Contact Number:	(916) 653-5656
Contact Address:	715 P Street, 20th Floor Sacramento, CA 95814
Contact Email:	Ella.mcdougall@resources.ca.gov

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Beth Schoenberger, Water Director
SUBJECT: **ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF UNDERSTANDING WITH THE SOLANO COUNTY WATER AGENCY, THE FORM OF WHICH IS TO BE APPROVED BY THE CITY ATTORNEY, FOR A ONE-TIME TRANSFER OF UP TO 2,000 ACRE-FEET OF VALLEJO 2026 STATE WATER PROJECT WATER SUPPLIES WITH ANOTHER STATE WATER CONTRACTOR IN EXCHANGE FOR AN ADMINISTRATIVE FEE**

RECOMMENDATION

Authorize the City Manager to sign a Letter of Understanding with the Solano County Water Agency (SCWA) for a one-time transfer of up to 2,000 acre-feet (AF) of Vallejo's 2026 State Water Project water supplies with another State Water Contractor in exchange for an administrative fee to be delivered to the City of Vallejo by the Solano County Water Agency.

REASONS FOR RECOMMENDATION

The Water Department seeks opportunities to generate non-rate revenues in order to reduce the burden on rate-payers to fund water system infrastructure projects. Water staff, with support from the City Manager's Office, identified a potential opportunity to monetize a portion of Vallejo's State Water Project (SWP) source water allocation, leaving sufficient amounts available for projected customer use and future drought storage.

BACKGROUND AND DISCUSSION

Approval of this item would authorize the City Manager to sign a standard-form Letter of Understanding (LOU) with Solano County Water Agency (Agency) at a future date for a one-time transfer of up to 2,000 acre-feet of Vallejo's 2026 SWP supplies in exchange for an administrative fee, paid to Vallejo. This authorization would be similar to an authorization previously approved by City Council through Resolution No. 25-161 N.C, which was adopted on September 23, 2025, between the City of Vallejo and the Solano County Water Agency (Agency). Vallejo successfully completed water transfers in 2018 and 2024, resulting in significant revenue for water system infrastructure repair and replacement projects.

A future LOU would contemplate a one-time transfer of up to 2,000 acre-feet (AF) of State Water Project water supplies between SCWA and a potential buyer, in accordance with all applicable laws and the SCWA water exchange and transfer policy. A one-time transfer would only occur if the transaction were conducted before the San Luis Reservoir spills and if the remainder of the City's water supplies remain adequate.

Strategic Management of Vallejo Water Resources: The City pays for 100% of its State Water Project (SWP) allocation each year, regardless of the allocation ultimately delivered by the State. As a result, the City maintains a significant volume of SWP "carryover" water stored in San Luis Reservoir, which is directly connected to the SWP system and can be readily transferred to other SWP contractors. Based on current supply conditions, Vallejo has sufficient water available in 2026 to transfer up to 2,000 acre-feet. This transfer, and the associated administrative fee, would help offset fixed SWP costs that the City incurs regardless of use, while generating non-rate revenue to support infrastructure investments and reduce costs borne by ratepayers.

Water Transfers and Exchanges Defined: The terms “transfer” and “exchange” are both used because the transaction is not a sale, but a transfer of a volume of water, in exchange for a negotiated administrative fee paid to the municipality from which the water is transferred.

Role of Solano County Water Agency Facilitator Role: The State Department of Water Resources (DWR) controls water rights to the State Water Project (SWP) water statewide. DWR subcontracts with regional water management agencies to administer SWP water rights. The City of Vallejo’s SWP water allocation is administered by the Solano County Water Agency (Agency). All water agencies in Solano County are members of the Agency, along with Vallejo. One aspect of the Agency’s role is to facilitate, track, and administer transfers (also referred to as “exchanges”) of SWP water among water agencies.

The Agency is facilitating all aspects of the water transfer including collecting the administrative fee on Vallejo’s behalf and transferring it promptly to Vallejo. The Agency receives no compensation for facilitating the exchanges - financial or in the form of water - as these transfers are within the scope of the Agency’s role on behalf of its member agencies. The Agency's Master Contract with DWR assures timely transfer of the administrative fee revenue.

Role of the Department of Water Resources: DWR determines yearly allocations of SWP water volumes to water agencies statewide. In 2025, agencies to the south received only 50% of their total DWR allotment than Solano County water agencies. Consequently, demand for SWP water from southern agencies increased. Agency staff identified a few water agencies south of Solano County seeking available SWP raw water this year. Vallejo’s diversified water portfolio puts the City in a strong position for a one-time transfer of SWP water south, while still retaining ample volume to reliably meet customer demands and sustain and build storage for any potential drought. This transfer would put water to beneficial use, and using the projected revenues from the transfer to support additional capital infrastructure projects otherwise funded by rate payers.

Water Transfers and Administrative Fee: Under the Agency’s contract with DWR, the transfer of Vallejo’s SWP water will be administered by the Agency. The Agency is in negotiations with other State Water Project contractors. In the exchange transaction, the City of Vallejo’s SWP water would be transferred to one or more SWP contractors this year in exchange for the negotiated administrative fee.

Under the Agency’s contract with DWR, an administrative fee may be charged for this exchange. For the 2026 exchange, the minimum fee agreed upon between SCWA and the City is $300/acre-foot, resulting in up to $600,000 for Vallejo’s estimated 2,000 acre-feet of SWP water exchanged. The 2026 fee amount is still under discussion. Transfers among the Agency’s member agencies happen routinely.

Prior Successful Water Transfers: This proposed transfer is similar to the 2018, 2024, and 2025 water transfers. In addition to Vallejo, other Agency member agencies planning on doing one-time SWP transfers in 2026 are Benicia, Fairfield, and Vacaville. The terms of those transfers will match Vallejo's.

FISCAL IMPACT

There is no fiscal impact on the General Fund from this proposed action. If approved, a State Water Project Contractor would pay the City of Vallejo a fee to transfer up to 2,000 acre-feet. Based on an estimated fee range of $200 to $400 per acre-foot, this would generate approximately $400,000 to $800,000 in fees which

will be recorded as revenue in the Water Enterprise Capital Fund, reducing the burden on rate payers to fund water system infrastructure projects.

ENVIRONMENTAL REVIEW

For the exchange of water, under CEQA requirements, the Solano County Water Agency is the “Lead Agency,” and the City is a “Responsible Agency.” The Solano County Water Agency plans to file a Notice of Exemption based upon the Class 1 (CEQA Guidelines Section 15301) and Class 6 (CEQA Guidelines Section 15306) categorical exemptions.

ATTACHMENTS

1.	Reso_2026_Water_Transfer_CMSignLOU_Resolution CAO Stamp

CONTACT

Beth Schoenberger, Water Director (510) 648-5439
Beth.Schoenberger@cityofvallejo.net

Approved as to form:

By: _____ for _____
Veronica Nebb, City Attorney

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF UNDERSTANDING WITH THE SOLANO COUNTY WATER AGENCY, THE FORM OF WHICH IS TO BE APPROVED BY THE CITY ATTORNEY, FOR A ONE-TIME TRANSFER OF UP TO 2,000 ACRE-FEET OF VALLEJO 2026 STATE WATER PROJECT WATER SUPPLIES WITH ANOTHER STATE WATER CONTRACTOR

WHEREAS, the City is a member of the Solano County Water Agency (SCWA) and pays SCWA to receive an allocation of State Water Project (SWP) water every year; and

WHEREAS, the volume allocation for the SWP for water year 2025-2026 is relatively high at 40%, at the time of this meeting; and

WHEREAS, the City pays for 100% of an allocation of SWP every year regardless of the allocation provided by the State; and

WHEREAS, the City has adequate water storage reserves such that the City can support a one-time transfer in 2026 of up to 2,000 acre-feet of SWP water without negatively impacting the City's ability to meet the water needs of its customers; and

WHEREAS, the City is in a position of being able to potentially monetize available water by transferring it to another agency on the SWP who holds a contract to receive water deliveries from the SWP in exchange for a negotiated administrative fee; and

WHEREAS, the contract for the water sale would be between SCWA and the buyer; and

WHEREAS, SCWA would handle the transfer and collect the charges and convey the collected charges to the City; and

WHEREAS, the City would enter into a Letter of Understanding with SCWA to act as the pass-through entity for transfer of the water and collection of the fees for the transferred water.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo hereby approves and authorizes the City Manager, or their designee, to execute a Letter of Understanding with SCWA in a form approved by the City Attorney at a later date during the 2026 Water Year (October 2025-Sept 2026) for a one-time transfer of up to 2,000 acre-feet of Vallejo 2026 State Water Project Water with another State Water Contractor with collected transfer fees to be paid to Vallejo through SCWA.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a regular meeting held on April 28, 2026, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

ANDREA SORCE, MAYOR

ATTEST:

_____

DAWN G. ABRAHAMSON, CITY CLERK

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Erik Rzomp, Executive Assistant to Mayor Sorce
SUBJECT: **AUTHORIZE THE COUNCIL TO APPROVE A PROCLAMATION RECOGNIZING MAY 2026 AS TOURISM MONTH**

RECOMMENDATION
Vallejo City Council to approve a proclamation recognizing May 2026 as Tourism Month

REASONS FOR RECOMMENDATION
Tourism is the second largest employer in Vallejo. The proclamation calls attention to the importance of tourism to the local economy. The City of Vallejo has recognized Tourism Month in the past. Granting of this proclamation is in accordance with Vallejo City Council Policy and Procedure for Issuance of Ceremonial Documents.

BACKGROUND AND DISCUSSION
Tourism is a thriving industry in California and our state has the largest market share of any other U.S. state. In 2016, the California Legislature passed a bipartisan resolution declaring May as California Tourism Month — highlighting tourism's role as a key economic driver.

Visit California annually releases an economic impact numbers report produced by Dean Runyan Associate, Inc. The report describes economic activity associated with travel throughout the state, detailing important trends within industry. Spending, employment, earnings and tax revenue are the primary indicators used to measure travel's economic contribution.

According to Dean Runyan Associates, Inc. travel spending in Solano County for 2025 reached $987.3 million. Travel spending includes accommodations, transportation and rental cars, restaurants, retail stores, attractions, gasoline service stations, and other businesses that serve travelers.

The Tourism Month proclamation will be presented at the Annual Visit Vallejo Tourism Luncheon on May 8, 2026.

FISCAL IMPACT
None.

ENVIRONMENTAL REVIEW
This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	04282026 Proclamation May 2026 Tourism Month in Vallejo signed

CONTACT

Erik Rzomp, Executive Assistant to Mayor Sorce (707) 648-4377
Erik.Rzomp@cityofvallejo.net

PROCLAMATION

DECLARING MAY 2026 AS TOURISM MONTH

WHEREAS, National Tourism Week was established in 1983 when the United States Congress passed a joint resolution proclaiming the first full week of May as *National Travel and Tourism Week*, designed to promote public awareness of the powerful economic, social, and cultural importance of travel and tourism; and

WHEREAS, May 3-9, 2026, marks the 43rd anniversary of National Travel and Tourism Week celebrating the industry's critical role in powering economies, communities, and connections. Travel is integral to every industry an everything we do; and

WHEREAS, travel to and within the United States provides significant economic benefits for the nation; and

WHEREAS, the travel and tourism industry ranks as one of the largest employers in the United States and is the second largest employer in the City of Vallejo; and

WHEREAS, the travel and tourism industry in Vallejo is vital to our economic stability and growth, while promoting understanding and appreciation of Vallejo's history, geography and culture; and

WHEREAS, travel contributes to personal growth, health, professional advancement, education, cultural understanding, and the positive enhancement of Vallejo's image; and

WHEREAS, travel can serve as a catalyst to help move the Vallejo economy forward.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Andrea Sorce, Mayor of the City of Vallejo, and the Vallejo City Council, do hereby declare the month of May 2026 as ***Tourism Month*** and call upon the people of Vallejo to observe this summer with appropriate ceremonies and activities to Stay, Play & Explore in Vallejo.

Dated: May 8, 2026

ANDREA SORCE, MAYOR

Vice Mayor Diosdado 'JR' Matulac, District 2
Council Member Peter Bregenzer, District 5
Council Member Helen-Marie Gordon, District 6
Council Member Tonia Lediju, District 3
Council Member Alexander Matias, District 1
Council Member Charles Palmares, District 4

ACTION ITEM 9.A.

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Stephanie Sifuentes, Human Resources Director
SUBJECT: **ADOPT A RESOLUTION APPOINTING HARRY BLACK AS INTERIM CITY MANAGER, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF VALLEJO AND HARRY BLACK, APPROVING A NEW SALARY FOR THE CITY MANAGER CLASSIFICATION, AMENDING THE FY25-26 SALARY PLAN, AND AUTHORIZE THE MAYOR TO EXECUTE SAME**

RECOMMENDATION

Adopt a resolution appointing Harry Black as Interim City Manager, approving an Employment Agreement between the City of Vallejo and Harry Black, approving a new salary for the City Manager classification, amending the FY25-26 salary plan, and authorizing the Mayor to execute same.

REASONS FOR RECOMMENDATION

The City Manager plays a critical leadership role in the City of Vallejo as an organization, and that in turn is reflected in the community. The recommended actions position the City to secure a seasoned expert with proven experience implementing improvements in cities facing similar challenges to Vallejo, not just to ensure continued operations, but to set Vallejo on a path to success.

BACKGROUND AND DISCUSSION

Previous City Manager Andrew Murray's resignation was effective April 16, 2026. Council wanted to move quickly but intentionally to find an interim city manager to ensure continued operations and to drive the City forward. Someone with seasoned operational expertise, high ethical standards, and swift, decisive leadership, who could assess the organization, establish best practices for a modern municipality, and who could come in and implement needed changes throughout the organization to ensure our success.

The Mayor, Councilmembers, and the HR Director reached out to professional networks, to obtain referrals for highly qualified Interim City Manager candidates that would match Vallejo's current needs. We received interest from four candidates. As allowed under the Brown Act, City Council met in closed session on April 20, 2026 to interview three highly qualified candidates for Interim City Manager. After considerable review and discussion regarding all of the candidates' backgrounds and experience, Council made a unanimous decision to select Mr. Harry Black. Council met again in closed session on April 23, 2026 to negotiate the terms of the employment agreement between the City and Mr. Black. Following direction provided by Council in closed session, staff brings forward this item for Council to consider adopting resolutions (1) appointing Harry Black as Interim City Manager effective May 16, 2026, (2) approving an employment agreement with Mr. Black as attached in Exhibit 1A, (3) approving a new salary for the City Manager classification, and (4) amending the salary plan to include the new salary on the salary schedule.

Mr. Black brings more than three decades of executive leadership in local government, having served as City Manager, Chief Administrative Officer, and Chief Financial Officer in several major U.S. cities. Over the course of his career, he has developed a reputation for thoughtful leadership in public financial management, strategic planning, economic and community development, and performance-based governance.

Throughout his career, Mr. Black has guided a number of initiatives focused on strengthening fiscal sustainability and enhancing the effectiveness of municipal operations. As Chief Financial Officer for the City of Baltimore, he and his colleagues developed and implemented the City's Ten-Year Financial Plan, a comprehensive framework for long-range fiscal planning that addressed a projected cumulative ten-year structural budget deficit of approximately $750 million. In Cincinnati, he led the City's Capital Acceleration Plan, an effort that increased the pace of capital project delivery and improved the efficiency of project execution. In Richmond, Virginia, he advanced the "City of the Future" initiative, a broad community revitalization effort that supported investments in schools, community facilities, infrastructure improvements, and gateway enhancements. More recently, as City Manager of Stockton, California, Mr. Black oversaw a period marked by structurally balanced budgets, sustained operating surpluses, and consistent clean audit opinions.

Mr. Black has also overseen more than $5 billion in municipal bond transactions, contributing to improved financial positions and bond rating upgrades in multiple jurisdictions. He is a Senior Fellow with the Center for Digital Government and an Elected Fellow of the National Academy of Public Administration. He is also the author of Achieving Economic Development Success: Tools That Work, a practical guide for local governments, published by the International City/County Management Association.

Mr. Black holds a Bachelor of Science in Public Administration from Virginia State University and a Master of Arts in Public Administration from the University of Virginia. In recognition of his contributions to public service, he has been awarded an honorary Doctor of Humane Letters degree from Virginia State University.

Mr. Black has been the recipient of numerous honors and awards, which include Whitney M. Young Jr. Service Award (Cincinnati, Ohio Boy Scouts of America)/San Joaquin County Hispanic Chamber of Commerce, Small Business Advocate of the Year/Stockton NAACP Freedom Fighter Award/Community Medical Centers of Stockton, Community Partner Award and the Virginia State University Presidential Medal.

In his role as Interim City Manager, Mr. Black will focus on ensuring continuity of operations while advancing key City priorities, including fiscal stability, organizational alignment, public safety, and economic development. He will utilize his operational expertise and decisive leadership to assess the organization, implement best practices for a modern municipality, and help to set Vallejo on a path to success.

The Council selected Mr. Black based on his experience, qualifications, reputation, and the needs of Vallejo during this period of time. He brings a strong background in fiscal management, operations, and public safety coordination. In each of his roles, the organizations he led showed measurable progress, particularly in financial management, operational performance, and major initiatives. That track record is what Vallejo needs right now.

The following is a summary of the terms in the proposed employment agreement, in addition to standard terms and conditions of employment:

- Term: no specified term, however, it is assumed by both Parties that Black's employment as Interim City Manager shall end once a regular City Manager assumes that office, or unless terminated earlier by either Party in accordance with the provisions of this agreement.
- Base Salary: $340,432 annual salary
- Auto Allowance of $500 per month

- Housing Allowance $3,000 / month
- Deferred Compensation: annual maximum plus catch-up, $32,500 annual
- COLAs: same time and manner as Unrepresented Group
- 3-month severance

FISCAL IMPACT

If Council approves the new salary for the City Manager classification, it will be budgeted accordingly beginning in FY 26-27. There is a net salary increase of $37,432 per year. If this position is filled on May 16, 2026, the anticipated cost for the salary increase excluding benefits for the remainder of FY 25-26 would be roughly $4,319 which will be covered by vacancy savings.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	Attachment 1 - Resolution to Appoint Interim City Manager and Approve Agreement CAO Stamp
2.	Attachment 2 - Resolution to Approve a New Salary_City Manager CAO Stamp
3.	Attachment 3 - Resolution to Amend FY25-26 Salary Plan CAO Stamp
4.	Exhibit 1A - Employment Agreement_Interim City Manager_Black, Harry - CAO Stamp
5.	Exhibit 3A - FY 25-26 FTE Listing
6.	Exhibit 3B - Salary Schedule_City Manager_05.16.26

CONTACT

Stephanie Sifuentes, Human Resources Director (707) 649-4852
Stephanie.Sifuentes@cityofvallejo.net

Approved as to form:
By: Veronica A.F. Nebb
City Attorney

RESOLUTION NO. _____ N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO, APPOINTING HARRY E. BLACK AS THE INTERIM CITY MANAGER, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF VALLEJO AND HARRY E. BLACK AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the City Council has determined that Harry Black is qualified to serve as Interim City Manager of the City of Vallejo; and

WHEREAS, an employment agreement has been prepared that sets forth the duties, compensation, and other terms and conditions of employment for Mr. Black; and

WHEREAS, the City Council desires to appoint Mr. Harry E. Black as Interim City Manager and to approve the Interim City Manager Employment Agreement attached to this Resolution as **Exhibit 1A**.

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Vallejo does hereby resolve as follows:

Section 1. Appointment of Interim City Manager. The City Council appoints Mr. Harry E. Black as Interim City Manager for the City of Vallejo effective May 16, 2026.

Section 2. Approval of Employment Agreement. The City Council approves the Employment Agreement between the City of Vallejo and Mr. Harry E. Black, which is attached hereto as **Exhibit 1A** and incorporated herein by this reference and authorizes the Mayor to execute said Agreement.

Adopted by the City Council of the City of Vallejo at a regular meeting held on April 28, 2026, with the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

_____

ANDREA SORCE, MAYOR

ATTEST:

_____

DAWN ABRAHAMSOM, CITY CLERK

Approved as to form:
By: Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26 - ___N.C.

APPROVING A NEW SALARY FOR THE POSITION OF CITY MANAGER AT RANGE CMG WITHIN THE UNREPRESENTED SALARY SCHEDULE

WHEREAS, a salary range for the position was developed based on a salary comparison that was conducted evaluating similar positions in neighboring cities which are equivalent in size and demographics and to address salary compaction with subordinate positions to ensure internal equity, consistent with Vallejo's past practice;

WHEREAS, the following salary range, CMG, reflects the Market Median established through that study and addresses internal compaction, also consistent with Vallejo's past practice, and is appropriate for the City Manager position:

Range CMG	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly					$163.6692
Bi-weekly					$13,093.54
Monthly					$28,369.33
Annual					$340,432.00

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo approves a new salary range for the City Manager classification as indicated above and directs staff to revise the salary schedule accordingly, effective May 16, 2026.

BE IT FURTHER RESOLVED that the City Council of the City of Vallejo directs staff to revise the City's current salary plan contained in Resolution 25-211, (the FY 2025-2026 Positions and Salaries Resolution) adopted concurrently with the FY2025-2026 Budget. Such an amendment shall be ratified by Council in the FY 26-27 Budget.

Adopted by the City Council of the City of Vallejo at a regular meeting held on April 28, 2026, with the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

ANDREA SORCE, MAYOR

ATTEST:

_____

DAWN ABRAHAMSOM, CITY CLERK

Approved as to form:
By: _____
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26 - ___N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A SALARY PLAN AMENDMENT

WHEREAS, Vallejo Municipal Code section 2.60.340 requires that the City Council adopt an official salary plan through adoption of the annual positions and salaries resolution; and

WHEREAS, the City Council approved Resolution 25-113 N.C. on June 24, 2025, adopting the Salary Plan; and

WHEREAS, the City Council has the authority to amend the salary plan via resolution during the Fiscal Year; and

WHEREAS, the Salary Plan consists of the Full-Time Equivalent Listing and the Salary Schedule; and

WHEREAS, Staff is recommending the Salary Plan to be amended, as set forth in **Exhibit 3A and Exhibit 3B** respectively to add the new salary for City Manager; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo directs staff to amend the Salary Plan, as shown in **Exhibit 3A and 3B** attached hereto and incorporated herein, effective May 16, 2026.

Adopted by the City Council of the City of Vallejo at a regular meeting held on April 28, 2026, with the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

_____
ANDREA SORCE, MAYOR

ATTEST:

_____
DAWN ABRAHAMSOM, CITY CLERK

Approved as to form:
By: Veronica A.F. Nebb
City Attorney

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF VALLEJO
AND
HARRY E. BLACK

1. Parties and Date

This Agreement is entered into as of April 28, 2026 by and between the City of Vallejo, California, a municipal corporation (the "City"), and Harry E. Black, an individual ("Black"). The City and Black are sometimes individually referred to as a "Party" and collectively as "Parties."

2. Recitals

A. The City requires the services of an Interim City Manager; and
B. Black has the necessary education, experience, skills and expertise to serve as the City's Interim City Manager; and
C. The City Council of the City (the "City Council") desires to employ Black to serve as the Interim City Manager of City:
D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of the Charter of the City of Vallejo and the Vallejo Municipal Code:
E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

3. Employment

The City hereby employs Harry E. Black as its Interim City Manager, effective May 16, 2026, as a full-time, at-will employee to serve at the pleasure of the City Council, subject to the terms and conditions set forth herein, and Black hereby accepts such employment. Black's employment as Interim City Manager has no specified term, however, it is assumed by both Parties that Black's employment as Interim City Manager shall end once a regular City Manager assumes that office, or unless terminated earlier by either Party in accordance with the provisions of this agreement.

4. Commitment and Understandings

A. Black's Commitments

(1) Duties & Authority

(a) Black shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

(b) Black shall perform all of the duties of the City Manager as set forth in the Charter of the City of Vallejo ("Charter") and the Vallejo Municipal Code (the "Municipal Code"), the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.

(c) Black is also, by City Council designation, the chief executive of other City related legal entities such as the housing authority and the successor agency to the Vallejo Redevelopment Agency. Additional designations might include financing authorities, and joint powers authorities.

(d) Black shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

(e) To the extent consistent with the Charter, the Municipal Code and California state law, Black shall have the power and shall be required to:

(i) Attend all meetings of the City Council, unless excused due to temporary absence or disability, and take part in the discussion of all matters before the City Council. Black shall receive notice of all regular and special meetings of the City Council.

(ii) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council. Black may publicly endorse or oppose any proposed agenda items placed on the agenda by persons other than himself or the City Manager's staff.

(iii) Direct the work of all appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. Black may undertake any study or investigation he believes is necessary or desirable and shall make any study or investigation the City Council directs. Black shall endeavor to implement changes that he believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.

(iv) Recommend to the City Council from time to time, adoption of such measures as Black may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.

(v) With the consent of the City Council, and consistent with the Charter and Municipal Code, Black may consolidate or combine offices, positions, departments, or units under the City Manager's jurisdiction and may serve as the head of one or more City departments.

(vi) Conduct research into administrative practices in order to bring about greater efficiency and economy in City government and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.

(vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.

(viii) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

(2) Hours of Work

(a) Black is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Interim City Manager's position. Black shall not have set hours of work as the Interim City Manager is expected to be available outside of regular business hours as needed.

(b) It is recognized that the Interim City Manager must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end Black's schedule of work each day and week shall vary in accordance with the work required to be performed. Black shall spend sufficient hours on site to perform the Interim City Manager's duties; however, Black has discretion over the Interim City Manager's work schedule.

(c) Prior to undertaking any secondary activities for which Black receives compensation, Black shall disclose those activities to the Council.

(3) Disability or Inability to Perform

In the event Black becomes mentally or physically incapable of performing the City Manager's essential functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six (6) months, the City Council may, subject to state and federal law, terminate Black. Black shall be entitled to thirty (30)-days' notice if the City intends to act under this provision, during which time, the City Council may suspend and place Black on paid, administrative leave. If the City Council does elect to terminate Black due to incapacity, Black shall not receive severance benefits provided in Section 6.C below.

B. City Commitments

(1) The City shall provide Black with the compensation, incentives and benefits, as specifically set forth in this Agreement only.

(2) The City shall provide Black with a private office, secretary, staff, office equipment, supplies, city cell phone, and all other facilities and services needed for the performance of the duties of City Manager.

(3) The City shall pay for or provide reimbursement for all reasonable and lawful business expenses of Black incurred as a result of performing the duties of the City Manager. The City shall provide Black with a City credit card to charge appropriate and lawful business expenses. All lawful business expenses shall be supported by receipts.

(4) The City agrees to pay the professional dues and subscriptions on behalf of Black which are necessary for Black's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, and for Black's continued professional participation and advancement as approved by the City Council in the City's annual budget. At a minimum, this shall include any annual professional dues for membership with the International City Management Association ("ICMA"), California City Management Foundation (“CCMF”), League of California Cities, and Solano County Public Managers Association (“PMA”).

(5) The City agrees to pay the travel and subsistence expenses of Black to pursue official and other functions for the City, and meetings and occasions to continue the professional development of Black, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which Black serves as a member as approved by the City Council in the City's annual budget. At a minimum, this shall include attendance at the annual ICMA conference and the League of California Cities annual conference, and the annual League of California Cities City Managers Department conference.

(6) The City also agrees to pay reasonable costs for the travel and subsistence expenses of Black for short courses and seminars that are necessary for the good of the City or for the professional development of Black as approved by the City Council in the City's annual budget.

(7) Black shall prepare and submit to the City Council on an annual basis, or upon request of the Council as part of a performance evaluation, a report detailing the expenses and costs related to Subsections (4), (5) and (6).

(8) Given the importance of technological tools to the effective and efficient business of City government, the City shall provide such tools as a desktop computer and/or laptop computer, electronic tablet, high-speed internet access, electronic calendar, fax, copy machine and similar devices to Black at the City Manager's office, as

approved by the City Council in the City's annual budget, except that the laptop and/or tablet are available for use outside of the City Manager's office.

C. City Council Commitments

(1) The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.

(2) The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with the City Manager and staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximal achievement of City goals.

(3) Except for the purpose of inquiry with City department heads, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through Black or the Black's designee, and neither the City Council nor any member thereof shall give orders or direction to any subordinate of the City Manager, either publicly or privately.

(4) The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.

(5) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager. Black shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting and only when directed by a majority of the Council.

D. Mutual Commitments

(1) Performance Evaluation

(a) Performance evaluations are an important way for the City Council and Interim City Manager to ensure effective communications about expectations and performance.
(b) The City Council recognizes that for Black to respond to Council needs, Black needs to know how the City Council Members evaluate his performance as the Interim City Manager.
(c) To ensure that Black receives this feedback, the City Council shall communicate feedback to Black regularly and may conduct informal or formal performance evaluations with Black as often as deemed necessary by the City Council.
(d) The City Council and Black shall create goals, performance objectives, and other outcome measures as they mutually determine are necessary for the proper

operation of the City and for the attainment of the City Council's policy objectives, to provide a basis for performance evaluations; and, the City Council and Black shall further establish a relative priority among those goals and performance objectives.

(e) In the event City Council would like to engage the services of a professional outside facilitator, the expense will be covered by the City, and the facilitator will be selected by mutual agreement between the City and Black.

(f) Any evaluation of the Interim City Manager's performance shall be discussed by the City Council only in closed session. Any evaluation shall be in writing and a copy of the evaluation shall be given to Black and a copy placed in Black's personnel file.

5. Compensation

The City agrees to provide the following compensation to Black during the term of this Agreement:

A. Compensation & Required Employer Costs

1. Base Salary

(a) The annual salary for the position of City Manager shall be Three Hundred Forty Thousand Four Hundred and Thirty Two Dollars and No Cents ($340,432.00).

(b) Black shall receive Cost of Living Adjustments (COLAs) at the same intervals and in the same manner as any COLAs for the Unrepresented Group in order to mitigate compaction with subordinate staff and to keep pace with the market.

(c) Black shall be paid at the same intervals and in the same manner as regular City employees.

(d) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of Black, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

2. Automobile Allowance

Black shall receive a monthly auto allowance in the amount of Five Hundred Dollars ($500.00) per month in exchange for making a non-City-owned vehicle available for Black's own use for City-related business and/or functions, during, before and after normal work hours. Black shall provide auto insurance, fuel and maintenance for this vehicle.

3. Housing Allowance

Black shall be provided a monthly housing allowance of Three Thousand Dollars ($3,000) per month, less applicable payroll deductions and withholdings, in order to allow him to reside full-time in Vallejo during his Interim City Manager employment.

4. Cell Phone

Black shall be provided a City-owned cell phone for City-related business and/or functions during, before and after normal work hours. The City of Vallejo shall pay for any expenses related to initial purchase, data plan, monthly service plan, and replacement of said phone due to normal wear and tear.

5. Life Insurance & Accidental Death & Disability Insurance

After thirty-one (31) days of employment, Black shall be provided with Term Life Insurance and Accidental Death & Disability Insurance under the same terms as those of the Unrepresented Employee Group, with coverage level in the amount of Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00) for Term Life Insurance and a benefit equal to the Unrepresented Employee Group for Accidental Death & Disability Insurance.

6. Deferred Compensation Plans

To the extent authorized by applicable federal law and regulations applicable thereto ("federal laws"), City agrees to pay annually, on behalf of Black, the maximum allowable contribution pursuant to applicable federal laws, which for 2026 is Twenty-Four Thousand Five Hundred Dollars ($24,500.00), plus the allowable "catch-up" amount of Eight Thousand Dollars ($8,000), for a total of Thirty-Two Thousand Five Hundred Dollars ($32,500) into Black's deferred compensation accounts with the City's current deferred compensation providers.

7. Employee Assistance Coverage

The City shall provide an Employee Assistance Program and pay the full cost of this coverage for Black during the Term of this Agreement.

8. Required Employer Costs

The City shall pay:

a) Employers' share of Federal Insurance Contributions Act (FICA), including: Old Age Survivor and Disability Income (OASDI) and Medicare.
b) Premiums relating to Unemployment Compensation.
c) Employer share of retirement Contributions - The City Participates in the California Public Employees Retirement System (CALPERS) Plan, with a 2.7% at

55 formula for Classic Employees, with an employee contribution of 8% plus 1% (total 9%) and a 2% at 62 formula for PEPRA members with an employee contribution of 7.75%.

d) Employer share of Social Security - Black is covered by the Social Security Act. This benefit is in addition to the CALPERS Retirement Plan. The City and Black each pay their required amount under the Social Security Act. Black's contribution amount will be deducted from his paycheck.
e) The cost of any fidelity or other bonds required by law for the City Manager.
f) The cost to defend and indemnify Black as provided in Section 7.E. below.
g) For Workers' compensation to the same extent provided to other employees of the City.

B. Basic Benefits

1. General

Black is entitled to the same benefits as are available to other Unrepresented Executive Management Employees group members ("Unrepresented Employees Group") unless specifically revised herein.

2. Holidays

Declared Holidays — Black shall be entitled to the same twelve (12) holidays each fiscal year under the same terms as provided to the Unrepresented Employee Group.

3. Annual Leave Allowance

(a) Based on Black's 18+ years of public sector experience, Black shall receive an Annual Leave allowance at the accrual rate of 200 hours per calendar year.
(b) Limitation on Accumulation - The City Manager is eligible to accumulate annual leave up to that which can be accumulated in three (3) years. The City Manager shall not accrue annual leave beyond the maximum allowed.
(c) If Black resigns, retires or is otherwise separated from service of the City, he shall receive annual leave pay out for all of his accrued, unused annual leave upon separation from employment. The amount of payment for all unused annual leave shall be calculated based on the Interim City Manager's base hourly rate of pay in effect on his last day of employment.

4. Administrative Leave Allowance

Black shall receive eighty (80) hours of pro-rated administrative leave per calendar year. This leave must be used within the payroll calendar year or be forfeited. There is no cash value.

5. Sick Leave Allowance

(a) Black shall accrue sick leave on the same basis as other exempt, at-will employees in the Unrepresented Employee group. The current rate of accrual is twelve (12) hours per month.

(b) Limitation on Accumulation — Black shall be eligible to accumulate sick leave up to that which can be accumulated in three (3) years.

(c) Retirement from Service - Upon retirement or separation from the City, Black shall not be entitled to cash out any remaining sick leave balance. Upon retirement from the City accumulated sick leave hours may be used to purchase additional CALPERS service credit, if permitted by law and CALPERS.

6. Bereavement Leave

Black may use sick leave for the purpose of bereavement leave up to a maximum of five (5) working days per bereavement on the same basis as other exempt, at-will employees in the Unrepresented Employee Group.

7. Health Care Benefits

Black shall be entitled to the same health care benefits, including Group Health Insurance, Retiree Health Insurance, Medical Insurance Flex, Dental, Vision and Employee Assistance Program, as are provided to other exempt, at-will employees in the Unrepresented Employee group and at the same rates as provided to Unrepresented Employees.

6. Separation

A. Resignation/ Retirement

Black may resign at any time and agrees to give the City at least thirty (30) days advance written notice of the effective date of Black's resignation, unless the Parties otherwise agree in writing. If Black retires from full time public service with the City, Black shall provide at least thirty (30) days advance written notice. In the event that Black resigns or retires, he shall not be entitled to any base pay or other compensation set forth in Section 5 A above, or the value of any Health Care Benefits described in Section 5 B 7 above for any period of time left on the Term of this Agreement, but will be entitled to compensation for earned but unused Annual Leave and Administrative Leave as set forth herein. In the event that Black resigns or retires, he shall not be entitled to any severance pay as provided in Section 6 (C) below.

B. Termination & Removal

(1) The Interim City Manager is an exempt, at-will employee serving at the pleasure of the City Council under the authority of Vallejo City Charter Section 400.

(2) The City Council may remove Black at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Black in writing. Termination as used in this section shall also include a request by the City Council that the City Manager resign, a reduction in salary or other financial benefits of the City Manager of more than ten percent (10%) in current base salary and/or other financial benefits of the City Manager, except as occasioned by a reduction in the salary of other Exempt Managers, a material reduction in the powers and authority of the City Manager, or the elimination of the City Manager's position. Any such notice of termination or act constituting termination shall be given only by action of a majority of the City Council.

(3) Pursuant to the provisions of Vallejo City Charter Section 407(c), an affirmative vote of at least five (5) members of the City Council shall be required to terminate Black within sixty (60) days after his initial appointment, or within sixty (60) days after any election at which members are elected to the City Council. Because Black is being hired six (6) months prior to an election, said sixty (60) day period shall be extended to ninety (90) days for the November 2026 election.

C. Severance Pay

(1) In the event Black is involuntarily terminated, as defined herein, by the City Council during such time that Black is willing and able to perform the Interim City Manager's duties under this Agreement during the Term of this Agreement or any extension thereof, then in that event the City agrees to pay Black a lump sum cash payment equal to three (3) months' base salary. In addition, the City shall extend to Black the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

(2) In exchange for the consideration provided in paragraph C (1), Black shall execute release of all claims in a form mutually acceptable to the Parties.

(3) In the event that Black voluntarily resigns, Black shall not be entitled to Severance Pay.

D. Involuntary Termination

"Involuntary termination" as used in this Section means discharge or dismissal by the City, or resignation following a salary reduction of more than ten percent (10%), except as occasioned by a reduction in the salary of other Exempt Managers, or resignation following a request by the City Council, approved by a majority vote of the entire City Council, that Black resign. Involuntary termination does not include Black's death, incapacity due to injury or illness (physical or mental), dismissal for just cause as defined in Section E below, nor Black's resignation for any reason other than stated in this

Section. The City Council may withhold payment of severance pay pending final disposition of any criminal charges.

E. Separation for Cause

(1) Notwithstanding the provisions of Section 6.0, the Interim City Manager may be terminated for cause.

As used in this Section, "cause" shall mean only one or more of the following:

a) Willful misconduct;
b) Malfeasance;
c) Dishonesty for personal gain;
d) Conviction of a felony;
e) Conviction of a misdemeanor involving moral turpitude;
f) Continued abuse of drugs or alcohol that materially affects the performance of the Manager's duties;
g) Repeated and protracted unexcused absences from the City Manager's office and duties;
h) Willful abandonment of duties;
i) Acceptance of employment from another source which is inconsistent with full-time employment as Vallejo's City Manager;
j) Failure to adhere to the ICMA Code of Ethics; and
k) Failure to follow the direction of a majority of the City Council where such direction complies with the Charter, Municipal Code, and State or Federal Laws and the City Council identifies the directive that Black has failed to follow and affords him a fair and reasonable opportunity, where applicable, to cure and/or respond before taking a vote on termination.

(2) In the event the City terminates Black for cause, then the City may suspend Black as City Manager immediately and shall have the right to terminate this Agreement in writing, with ten (10) calendar days' notice, and will afford Black the opportunity to respond to the allegations of cause. In the event that the City Council elects to terminate this Agreement under this provision, Black shall be entitled to only the compensation accrued up to the date of termination, and such other termination benefits and payments as may be required by law. Black shall not be entitled to any severance benefits.

(3) In the event the City terminates Black for cause, the City and Black agree neither Party shall make any written or oral statements to members of the public or the press concerning Black's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. Provided, however, that either Party may verbally repeat the substance of any such press release in response to inquiries by members of the press or public.

(4) In the event Black dies while employed by the City under this Agreement, Black's beneficiaries or those entitled to Black's estate, shall be entitled to Black's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

7. Miscellaneous Provisions

A. Term

Black's employment as Interim City Manager has no specified term, however, it is assumed by both Parties that Black's employment as Interim City Manager shall end once a regular City Manager assumes that office, or unless terminated earlier by either Party in accordance with Section 6.

B. Provisions that Survive Termination

Only the sections of this Agreement that by their terms are reasonably intended to survive the termination of this Agreement shall survive the termination of this Agreement.

C. Amendments

This Agreement may be amended at any time by mutual agreement of the City and Black. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

D. Conflict of Interest

(1) Black shall not engage in any business or transaction nor shall have a financial or other personal interest or association, either direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.

(2) Black shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Black's City employment.

(3) Black is responsible for submitting to the City Clerk the appropriate Conflict of Interest statements at the time of appointment, annually thereafter, and at the time of separation from the position.

E. Indemnification

Except as otherwise provided by law, and provided that Black complies with the provisions of Sections 825 and 825.6 of the California Government Code, as now existing or hereafter amended, City shall defend, hold harmless, and indemnify Black against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Black's duties in accordance with the provisions of Sections 825 and 825.6, as now existing or hereafter amended. City may conduct such defense reserving the rights of City not to pay the judgment, compromise, or settlement until it is established that the injury arose out of an act or omission occurring within the scope of Black's employment as an employee of City. City is required to pay the judgment, compromise, or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of Black's employment as an employee of City. Nothing in this Agreement authorizes or obligates City to pay that part of any claim or judgment that is for punitive or exemplary damages. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom only to the extent authorized in Sections 825 through 825.6, as now existing or hereafter amended.

If Black is convicted of a crime involving an abuse of his office or position, as defined in Government Code Section 53234.4, then Black shall not be entitled to indemnity or defense and shall fully reimburse the City for any paid administrative leave salary paid by the City to Black pending any investigation, funds provided to Black or expended for his legal criminal defense, and/or any severance pay or cash settlement paid to Black related to his termination by the City. Said reimbursements are required if such payments are made, even if the payments were made by the City in the absence of any contractual requirement to do so.

F. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

G. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the parties agree that venue shall be in Solano County, California.

H. Entire Agreement

This Agreement represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by a written, fully executed agreements of the Parties.

I. 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 hereunder.

J. Ambiguity

The Parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.

K. Headings

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

L. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either Party during the term of this Agreement, which Black or the City shall be required, or may desire, to make shall be in writing and shall be sent by postage prepaid first class mail or hand-delivered to the respective Parties as follows:

(1) If to the City:

Andrea Sorce, Mayor
555 Santa Clara Street,
Vallejo, California 94590

(2) With a copy to:

Stephanie Sifuentes, Human Resources Director
555 Santa Clara Street,
Vallejo, California 94590

(3) If to the Interim City Manager:

Harry E. Black
10951 Hummock Street
Stockton, CA 95219

Notices shall be deemed received upon receipt or upon depositing in the U.S. Mail postage prepaid first class mail.

M. Conflict with Charter

Should any provision of this Agreement be found to conflict with the Charter of the City of Vallejo, the provisions of the Charter shall control.

N. Facsimile Signatures

This Agreement shall be binding upon the receipt of facsimile signatures; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original statement to the other party.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

HARRY E. BLACK,
an individual

By: _____
Harry E. Black

(City Seal)

CITY OF VALLEJO,
a municipal corporation

By: _____
Andrea Sorce
Mayor

Attest: _____
Dawn Abrahamson
City Clerk

Approved as to Content:

_____
Stephanie Sifuentes
Human Resources Director

Approved as to Form:

_____
Veronica A. F. Nebb
City Attorney

Personnel Summary

Authorized Full-time Equivalent (FTE) Listing

	FY 2025-2026			
			Proposed Midyear	
	Adopted	Not Budgeted	Amended	Not Budgeted
General Fund				
Legislative	8.00	-	8.00	-
Executive				
City Manager	13.00	3.00	13.00	3.00
City Clerk	2.00	-	2.00	-
Legal	14.00	-	14.00	-
Economic Development	5.00	2.00	5.00	2.00
Finance	21.00	3.00	21.00	3.00
Fire	93.00	-	93.00	-
Human Resources	11.00	4.00	11.00	4.00
Information Technology	13.50	-	13.50	-
Planning & Development Services	-	-	-	-
Police	178.00	15.00	179.00	15.00
Public Works	73.50	-	73.50	-
	432.00	27.00	433.00	27.00
Planning & Development Service Fund				
Planning & Development Services	34.00	1.00	34.00	1.00
	34.00	1.00	34.00	1.00
Enterprise Funds				
Water	121.00	-	121.00	-
Finance	18.00	-	18.00	-
Subtotal, Water	139.00	-	139.00	-
Economic Development Funds				
Mare Island CFDs	2.00	-	2.00	-
	2.00	-	2.00	-
Public Works Funds				
Landscape Districts	5.00	-	5.00	-
Corp Yard	9.00	-	9.00	-
	14.00	-	14.00	-
Other Funds				
Housing	17.00	-	17.00	-
Self Insurance	5.00	-	5.00	-
	22.00	-	22.00	-
TOTAL	643.00	28.00	644.00	28.00

Multi-Level Authorizations

All positions in the Personnel Summaries/Authorized FTE Listings by Department that are authorized at multiple levels, where promotion is dependent on an employee obtaining certification or similar criteria not in the City's control, or other circumstances warrant, are required to be listed below and are referred to as "Multi-Level Authorizations":

Housing Specialist I/II **Assistant Engineer/**

Temporary & Part-time Authorized Positions

The Personnel Summary/Authorized FTE Listing does not reflect temporary and part-time positions required to be paid through City payroll. These positions include interns, administrative, manual and nonmanual temporary positions, and Police Cadets and Firefighter Trainee authorizations.

These temporary and part-time position authorizations generally fluctuate throughout the year as

Note: Detailed FTE information by classification and department can be found in the Appendix.

Appendix: Personnel Summary

Legislative, Executive and Legal Departments

	Group	FY 2025-2026 Adopted	Not Budgeted	Position Changes Prior to Midyear	Proposed Midyear Amended	Not Budgeted
GENERAL FUND:						
LEGISLATIVE						
MAYOR & COUNCIL						
Mayor	MAYOR	1.00	-	-	1.00	-
City Council	COUNCIL	6.00	-	-	6.00	-
Executive Assistant to the Mayor	EXEC	1.00	-	-	1.00	-
Total Legislative		**8.00**	**-**	**-**	**8.00**	**-**
EXECUTIVE						
CITY MANAGER						
City Manager	EXEC	1.00	-	-	1.00	-
Assistant City Manager	EXEC	2.00	-	-	2.00	-
Assistant to the City Manager	EXEC	2.00	-	-	2.00	-
Community Engagement Manager	EXEC	1.00	-	-	1.00	-
Executive Assistant to the City Manager	EXEC	1.00	-	-	1.00	-
Organizational Development Manager	EXEC	-	1.00	-	-	1.00
Administrative Clerk II-C	CAMP	-	1.00	-	-	1.00
Executive Secretary-C	CAMP	1.00	-	-	1.00	-
Administrative Analyst II	CAMP	3.00	1.00	-	3.00	1.00
Community and Volunteer Coordinator	CAMP	1.00	-	-	1.00	-
Communications and Public Information Officer	EXEC	1.00	-	-	1.00	-
		13.00	**3.00**	**-**	**13.00**	**3.00**
CITY CLERK						
City Clerk	EXEC	1.00	-	-	1.00	-
Deputy City Clerk	CAMP	1.00	-	-	1.00	-
		2.00	**-**	**-**	**2.00**	**-**
Subtotal Executive, General Fund		**15.00**	**3.00**	**-**	**15.00**	**3.00**
LEGAL						
CITY ATTORNEY						
City Attorney	EXEC	1.00	-	-	1.00	-
Chief Assistant City Attorney	EXEC	1.00	-	-	1.00	-
Asst. City Attorney II-E	EXEC	1.00	-	-	1.00	-
Asst. City Attorney II	CAMP	4.00	-	-	4.00	-
Deputy City Attorney II	CAMP	2.00	-	-	2.00	-
Law Office Supervisor	EXEC	1.00	-	-	1.00	-
Executive Secretary-C	CAMP	1.00	-	-	1.00	-
Paralegal	CAMP	3.00	-	-	3.00	-
Total Legal		**14.00**	**-**	**-**	**14.00**	**-**
TOTAL LEGISLATIVE, EXECUTIVE AND LEGAL		**37.00**	**3.00**	**-**	**37.00**	**3.00**

Appendix: Personnel Summary

Economic Development Department

		FY 2025-2026				
					Proposed Midyear	
	Group	Adopted	Not Budgeted	Position Changes Prior to Midyear	Amended	Not Budgeted
GENERAL FUND:						
ECONOMIC DEVELOPMENT						
Economic Development Director	EXEC	1.00	-	-	1.00	-
Economic Development Program Manager	CAMP	2.00	1.00	-	2.00	1.00
Sr. Comm. Development Analyst	IBEW	1.00	-	-	1.00	-
Administrative Analyst II	CAMP	1.00	-	-	1.00	-
Secretary	IBEW	-	1.00	-	-	1.00
TOTAL DEPARTMENT		**5.00**	**2.00**	**-**	**5.00**	**2.00**

Appendix: Personnel Summary

Finance Department

	Group	FY 2025-2026 Adopted	Not Budgeted	Position Changes Prior to Midyear	Proposed Midyear Amended	Not Budgeted
GENERAL FUND:						
ACCOUNTING						
Finance Director	EXEC	1.00	-	-	1.00	
Assistant Finance Director	EXEC	1.00	-	-	1.00	
Deputy Finance Director	EXEC	-	1.00	-	-	1.00
Finance Manager	CAMP	1.00	-	-	1.00	
Purchasing Manager	CAMP	1.00	-	-	1.00	
Accounting Manager	CAMP	1.00	-	-	1.00	
Administrative Analyst II	CAMP	2.00	1.00	-	2.00	1.00
Senior Accountant	IBEW	5.00	-	-	5.00	
Accountant	IBEW	5.00	1.00	-	5.00	1.00
Executive Secretary-C	CAMP	1.00	-	-	1.00	
Accounting Technician	IBEW	2.00	-	-	2.00	
		20.00	**3.00**	**-**	**20.00**	**3.00**
COMMERCIAL SERVICES						
Senior Accountant	IBEW	-	-	-	-	
Customer Service Representative	IBEW	1.00	-	-	1.00	
		1.00	**-**	**-**	**1.00**	**-**
Subtotal, General Fund		**21.00**	**3.00**	**-**	**21.00**	**3.00**
WATER FUND:						
WATER BILLING & COLLECTION					-	
Accounting Manager	CAMP	1.00	-	-	1.00	
Customer Service Supervisor	IBEW	1.00	-	-	1.00	
Accountant	IBEW	1.00	-	-	1.00	
Sr. Customer Service Representative	IBEW	1.00	-	-	1.00	
Customer Service Representative	IBEW	6.00	-	-	6.00	
		10.00	**-**	**-**	**10.00**	**-**
WATER METER READING						
Sr. Meter Reader	IBEW	1.00	-	-	1.00	
Meter Reader	IBEW	5.00	-	-	5.00	
Utility Field Representative	IBEW	2.00	-	-	2.00	
		8.00	**-**	**-**	**8.00**	**-**
Subtotal, Water Fund		**18.00**	**-**	**-**	**18.00**	**-**
TOTAL DEPARTMENT		**39.00**	**3.00**	**-**	**39.00**	**3.00**

Appendix: Personnel Summary

Fire Department

		FY 2025-2026				
					Proposed Midyear	
	Group	Adopted	Not Budgeted	Position Changes Prior to Midyear	Amended	Not Budgeted
GENERAL FUND:						
ADMINISTRATION						
Fire Chief	EXEC	1.00	-	-	1.00	-
Deputy Fire Chief	EXEC	1.00	-	-	1.00	-
Executive Secretary-C	CAMP	1.00	-	-	1.00	-
Administrative Manager	CAMP	1.00	-	-	1.00	-
Administrative Clerk II-C	CAMP	1.00	-	-	1.00	-
		5.00	**-**	**-**	**5.00**	**-**
SUPPRESSION						
Battalion Chief	IAFF	3.00	-	-	3.00	-
Fire Captain	IAFF	24.00	-	-	24.00	-
Fire Engineer	IAFF	24.00	-	-	24.00	-
Firefighter	IAFF	30.00	-	-	30.00	-
		81.00	**-**	**-**	**81.00**	**-**
PREVENTION						
Fire Prevention Manager	CAMP	1.00	-	-	1.00	-
Fire Prevention Inspector	IBEW	3.00	-	-	3.00	-
Secretary	IBEW	1.00	-	-	1.00	-
		5.00	**-**	**-**	**5.00**	**-**
TRAINING						
Battalion Chief	IAFF	1.00	-	-	1.00	-
		1.00	**-**	**-**	**1.00**	**-**
EMERGENCY MEDICAL SERVICES						
Fire Captain	IAFF	1.00	-	-	1.00	-
		1.00	**-**	**-**	**1.00**	**-**
TOTAL DEPARTMENT		**93.00**	**-**	**-**	**93.00**	**-**
Staffing subtotals by type:						
Sworn		85.00	-	-	85.00	-
Unsworn		8.00	-	-	8.00	-
Total		93.00	-	-	93.00	-

Appendix: Personnel Summary

Human Resources Department

		FY 2025-2026				
					Proposed Midyear	
	Group	Adopted	Not Budgeted	Position Changes Prior to Midyear	Amended	Not Budgeted
GENERAL FUND:						
HUMAN RESOURCES						
Human Resources Director	EXEC	1.00	-	-	1.00	-
HR Program Manager	EXEC	3.00	-	-	3.00	-
Employee and Labor Relations Officer	EXEC	-	1.00	-	-	1.00
Personnel Analyst II	CAMP	4.00	1.00	-	4.00	1.00
Personnel Technician	CAMP	2.00	1.00	-	2.00	1.00
Executive Secretary-C	CAMP	1.00	-	-	1.00	-
Administrative Clerk II-C	CAMP	-	1.00	-	-	1.00
Subtotal, General Fund		**11.00**	**4.00**	**-**	**11.00**	**4.00**
SELF INSURANCE Fund						
Risk Manager / Safety Officer	EXEC	1.00	-	-	1.00	-
Administrative Analyst II	CAMP	3.00	-	-	3.00	-
Administrative Clerk II-C	CAMP	1.00	-	-	1.00	-
Subtotal, Self Insurance		**5.00**	**-**	**-**	**5.00**	**-**
TOTAL DEPARTMENT		**16.00**	**4.00**	**-**	**16.00**	**4.00**

Appendix: Personnel Summary

Information Technology Department

		FY 2025-2026				
					Proposed Midyear	
	Group	Adopted	Not Budgeted	Position Changes Prior to Midyear	Amended	Not Budgeted
GENERAL FUND:						
INFORMATION TECHNOLOGY						
Chief Innovation Officer	EXEC	1.00	-	-	1.00	-
Cybersecurity Information Systems Officer	CAMP	1.00	-	-	1.00	-
Enterprise Systems Application Officer	CAMP	1.00	-	-	1.00	-
Information Systems Manager	CAMP	2.00	-	-	2.00	-
Network Administrator	CAMP	1.00	-	-	1.00	-
Media Services Specialist	CAMP	1.00	-	-	1.00	-
Asset Manager	CAMP	0.50	-	-	0.50	-
IS Support Technician II	IBEW	5.00	-	-	5.00	-
Secretary	IBEW	1.00	-	-	1.00	-
TOTAL DEPARTMENT		**13.50**	**-**	**-**	**13.50**	**-**

Appendix: Personnel Summary

Planning & Development Services Department

		Fund 193				
		FY 2025-2026				
					Proposed Midyear	
	Group	Adopted	Not Budgeted	Position Changes Prior to Midyear	Amended	Not Budgeted
ADMINISTRATION						
Planning & Development Services Director	EXEC	1.00	-	-	1.00	-
Executive Secretary-C	CAMP	1.00	-	-	1.00	-
Administrative Analyst II	CAMP	1.00	-	-	1.00	-
		3.00	**-**	**-**	**3.00**	**-**
BUILDING						
Chief Building Official	CAMP	1.00	-	-	1.00	-
Building Inspection Manager	CAMP	1.00	-	-	1.00	-
Building Inspection Supervisor	IBEW	1.00	-	-	1.00	-
Building Inspector II	IBEW	4.00	-	-	4.00	-
Development Permit Coordinator	CAMP	1.00	-	-	1.00	-
Plan Check Engineer	IBEW	1.00	-	(1.00)	-	-
Building Plans Examiner	IBEW	-	-	1.00	1.00	-
Building Permit Technician I	IBEW	1.00	-	-	1.00	-
Building Permit Technician II	IBEW	1.00	-	-	1.00	-
Secretary	IBEW	1.00	-	-	1.00	-
		12.00	**-**	**-**	**12.00**	**-**
PLANNING						
Planning Manager	CAMP	2.00	-	-	2.00	-
Principal Planner	CAMP	1.00	-	-	1.00	-
Senior Planner	CAMP	2.00	-	-	2.00	-
Associate Planner	IBEW	3.00	-	-	3.00	-
Planning Technician	IBEW	-	1.00	-	-	1.00
		8.00	**1.00**	**-**	**8.00**	**1.00**
CODE ENFORCEMENT						
Code Enforcement Manager	CAMP	1.00	-	-	1.00	-
Sr. Code Enforcement Officer	IBEW	1.00	-	-	1.00	-
Code Enforcement Officer	IBEW	6.00	-	-	6.00	-
Accounting Clerk II	IBEW	1.00	-	-	1.00	-
Administrative Analyst II	CAMP	1.00	-	-	1.00	-
Secretary	IBEW	1.00	-	-	1.00	-
		11.00	**-**	**-**	**11.00**	**-**
TOTAL DEPARTMENT		**34.00**	**1.00**	**-**	**34.00**	**1.00**

(a) One (1) Vacant Planning Technician position defunded since FY 19-20

Appendix: Personnel Summary

Police Department

		FY 2025-2026				
					Proposed Midyear	
	Group	Adopted	Not Budgeted	Position Changes Prior to Midyear	Amended	Not Budgeted
GENERAL FUND:						
PUBLIC SAFETY						
Police Chief	EXEC	1.00	-	-	1.00	-
Deputy Police Chief	EXEC	2.00	-	-	2.00	-
Police Captain	VPOA	2.00	1.00	-	2.00	1.00
Police Lieutenant	VPOA	9.00	1.00	-	9.00	1.00
Police Sergeant	VPOA	15.00	-	-	15.00	-
Police Corporal	VPOA	13.00	1.00	-	13.00	1.00
Police Officer	VPOA	72.00	12.00	-	72.00	12.00
		114.00	**15.00**	**-**	**114.00**	**15.00**
Program and Performance Project Manager (Limited Term)	CAMP	-	-	-	1.00	-
Administrative Manager	CAMP	3.00	-	-	3.00	-
Administrative Analyst II	CAMP	9.00	-	-	9.00	-
Administrative Clerk II-C	CAMP	3.00	-	-	3.00	-
Communications Manager	CAMP	1.00	-	-	1.00	-
Communications Supervisor	IBEW	4.00	-	-	4.00	-
Communications Operator I/II	IBEW	16.00	-	-	16.00	-
Executive Secretary-C	CAMP	2.00	-	-	2.00	-
Senior Police Assistant	IBEW	1.00	-	-	1.00	-
Police Assistant	IBEW	10.00	-	-	10.00	-
Police Assistant (Ltd term expires 09/30/25)	IBEW	3.00	-	-	3.00	-
Senior Crime Scene Investigator	IBEW	1.00	-	-	1.00	-
Police Clerk	IBEW	8.00	-	-	8.00	-
Police Records Supervisor	IBEW	1.00	-	-	1.00	-
Police Records Manager	CAMP	1.00	-	-	1.00	-
Crime Analyst	IBEW	1.00	-	-	1.00	-
		64.00	**-**	**-**	**65.00**	**-**
TOTAL DEPARTMENT		**178.00**	**15.00**	**-**	**179.00**	**15.00**
Staffing subtotals by type:						
Sworn		114.00	15.00	-	114.00	15.00
Unsworn		64.00	-	-	65.00	-
Total		178.00	15.00	-	179.00	15.00

Appendix: Personnel Summary

Public Works Department

	Group	FY 2025-2026 Adopted	Not Budgeted	Position Changes Prior to Midyear	Proposed Midyear Amended	Not Budgeted
GENERAL FUND:						
ADMINISTRATION						
Public Works Director	EXEC	1.00	-	-	1.00	-
Administrative Manager	CAMP	1.00	-	-	1.00	-
Real Property & Lease Manager	CAMP	1.00	-	-	1.00	-
Environmental Services Manager	CAMP	1.00	-	-	1.00	-
Transportation Superintendent	CAMP	1.00	-	-	1.00	-
Executive Secretary-C	CAMP	1.00	-	-	1.00	-
Customer Service Representative	IBEW	1.00	-	-	1.00	-
Administrative Analyst II	CAMP	1.00	-	-	1.00	-
Senior Accountant	IBEW	1.00	-	-	1.00	-
Total Administration		**9.00**	**-**	**-**	**9.00**	**-**
ENGINEERING						
Assistant PW Director - City Engineer	EXEC	1.00	-	-	1.00	-
Administrative Analyst II	CAMP	1.00	-	-	1.00	-
Senior Civil Engineer	IBEW	2.00	-	-	2.00	-
Assistant Eng/Associate Civil Engineer	IBEW	7.00	-	-	7.00	-
Traffic Engineer	IBEW	1.00	-	-	1.00	-
Senior Engineering Technician	IBEW	1.00	-	1.00	2.00	-
Senior Construction Inspector II	IBEW	-	-	(1.00)	(1.00)	-
Secretary	IBEW	1.00	-	-	1.00	-
Engineering Technician II	IBEW	5.00	-	(5.00)	-	-
Construction Inspector II	IBEW	-	-	5.00	5.00	-
Landscape Inspector	IBEW	1.00	-	-	1.00	-
Total Engineering		**20.00**	**-**	**-**	**20.00**	**-**
MAINTENANCE ADMINISTRATION						
Assistant PW Director - Maintenance	EXEC	1.00	-	-	1.00	-
Assistant Maintenance Superintendent	CAMP	1.00	-	-	1.00	-
Building Supervisor	IBEW	1.00	-	-	1.00	-
Public Works Supervisor	IBEW	3.00	-	-	3.00	-
Senior Public Works Maintenance Worker	IBEW	5.00	-	-	5.00	-
Maintenance Worker I/II	IBEW	18.00	-	-	18.00	-
Senior Building Maintenance Worker	IBEW	1.00	-	-	1.00	-
Building Maintenance Worker II	IBEW	3.00	-	-	3.00	-
Heavy Equipment Operator	IBEW	2.00	-	-	2.00	-
Electrician	IBEW	2.00	-	-	2.00	-
Traffic & Lighting Tech II	IBEW	2.00	-	-	2.00	-
Secretary	IBEW	1.00	-	-	1.00	-
Accounting Clerk II	IBEW	2.00	-	-	2.00	-
Asset Manager	CAMP	0.50	-	-	0.50	-
Customer Service Representative	IBEW	1.00	-	-	1.00	-
Total Maintenance		**43.50**	**-**	**-**	**43.50**	**-**
RECYCLING PROGRAM						
Administrative Analyst II	CAMP	1.00	-	-	1.00	-
Total Recycling Program		**1.00**	**-**	**-**	**1.00**	**-**
Total Public Works (General Fund)		**73.50**	**-**	**-**	**73.50**	**-**

Appendix: Personnel Summary

Public Works Department

	Group	FY 2025-2026 Adopted	Not Budgeted	Position Changes Prior to Midyear	Proposed Midyear Amended	Not Budgeted
OTHER FUNDS:						
MARE ISLAND COMMUNITY FACILITIES DISTRICT Fund 112						
Maintenance Worker I/II	IBEW	2.00	-	-	2.00	-
Total Mare Island		**2.00**	**-**	**-**	**2.00**	**-**
LANDSCAPE MAINT DISTRICTS Fund 161						
Landscape Maintenance Manager	CAMP	1.00	-	-	1.00	-
Sr. Landscape Inspector	IBEW	1.00	-	-	1.00	-
Landscape Inspector	IBEW	2.00	-	-	2.00	-
Accounting Clerk II	IBEW	1.00	-	-	1.00	-
Total Landscape Maint. Districts		**5.00**	**-**	**-**	**5.00**	**-**
CORPORATION SHOP Fund 501						
Fleet Manager	CAMP	1.00	-	-	1.00	-
Senior Equipment Mechanic	IBEW	1.00	-	-	1.00	-
Equipment Mechanic II	IBEW	5.00	-	-	5.00	-
Parts Specialist	IBEW	1.00	-	-	1.00	-
Accounting Clerk II	IBEW	1.00	-	-	1.00	-
Total Corporation Shop Fund		**9.00**	**-**	**-**	**9.00**	**-**
TOTAL DEPARTMENT		**89.50**	**-**	**-**	**89.50**	**-**

Appendix: Personnel Summary
Water Department

	Group	FY 2025-2026 Adopted	Not Budgeted	Position Changes Prior to Midyear	Proposed Midyear Amended	Not Budgeted
WATER FUND:						
WATER ADMIN & ENGINEERING						
Water Utilities Director	EXEC	1.00	-	-	1.00	-
Water Operations Manager	EXEC	3.00	-	-	3.00	-
Water Engineering Manager	CAMP	1.00	-	-	1.00	-
Water Resource Manager	CAMP	1.00	-	-	1.00	-
Administrative Manager	CAMP	1.00	-	-	1.00	-
IT Project Manager	CAMP	1.00	-	-	1.00	-
Information System Manager	CAMP	1.00	-	-	1.00	-
Executive Secretary-C	CAMP	1.00	-	-	1.00	-
Administrative Analyst II	CAMP	7.00	-	-	7.00	-
Sr. Civil Engineer	IBEW	3.00	-	-	3.00	-
Assistant Eng/Associate Civil Engineer	IBEW	6.00	-	-	6.00	-
Geographic Info Systems Specialist I/II/III	IBEW	1.00	-	-	1.00	-
Secretary	IBEW	1.00	-	-	1.00	-
Sr. Engineering Technician	IBEW	2.00	-	-	2.00	-
Engineering Technician II	IBEW	3.00	-	-	3.00	-
Accounting Clerk II	IBEW	2.00	-	-	2.00	-
		35.00	**-**	**-**	**35.00**	**-**
WATER QUALITY						
Water Quality Manager	CAMP	1.00	-	-	1.00	-
Laboratory Supervisor	CAMP	1.00	-	-	1.00	-
Water Quality Analyst	IBEW	2.00	-	-	2.00	-
Laboratory Analyst II	IBEW	1.00	-	-	1.00	-
		5.00	**-**	**-**	**5.00**	**-**
SOURCE OPERATIONS						
Reservoir Keeper II	IBEW	2.00	-	-	2.00	-
		2.00	**-**	**-**	**2.00**	**-**
PUMPING & TREATMENT MAINTENANCE						
Water Facilities Superintendent	CAMP	1.00	-	-	1.00	-
Plant Maintenance Supervisor	CAMP	2.00	-	-	2.00	-
Facilities Maintenance Supervisor	CAMP	1.00	-	-	1.00	-
Utility Mechanic II	IBEW	5.00	-	-	5.00	-
Sr. Instrument Technician	IBEW	1.00	-	-	1.00	-
Senior Utility Mechanic	IBEW	1.00	-	-	1.00	-
Instrument Technician I/II	IBEW	3.00	-	-	3.00	-
Water Maintenance Worker I/II	IBEW	4.00	-	-	4.00	-
		18.00	**-**	**-**	**18.00**	**-**
TREATMENT OPERATIONS						
Water Treatment Superintendent	CAMP	1.00	-	-	1.00	-
WTP Supervisor	IBEW	3.00	-	-	3.00	-
WTPO Trainee II	IBEW	1.00	-	-	1.00	-
WTP Operator	IBEW	12.00	-	-	12.00	-
Senior WTPO	IBEW	7.00	-	-	7.00	-
		24.00	**-**	**-**	**24.00**	**-**

Appendix: Personnel Summary

Water Department

	Group	FY 2025-2026 Adopted	Not Budgeted	Position Changes Prior to Midyear	Proposed Midyear Amended	Not Budgeted
WATER FUND (continued):						
DISTRIBUTION MAINT						
Water Distribution Superintendent	CAMP	1.00	-	-	1.00	-
Utility Supervisor	IBEW	4.00	-	-	4.00	-
Sr. Water Distribution Technician	IBEW	5.00	-	-	5.00	-
Water Distribution Technician	IBEW	14.00	-	-	14.00	-
Heavy Equipment Operator	IBEW	3.00	-	-	3.00	-
Water Maintenance Worker I/II	IBEW	5.00	-	-	5.00	-
Senior Meter Mechanic	IBEW	1.00	-	-	1.00	-
Meter Mechanic	IBEW	2.00	-	-	2.00	-
		35.00	**-**	**-**	**35.00**	**-**
WAREHOUSE						
Warehouse Supervisor	IBEW	1.00	-	-	1.00	-
Warehouse Specialist	IBEW	1.00	-	-	1.00	-
		2.00	**-**	**-**	**2.00**	**-**
TOTAL DEPARTMENT		**121.00**	**-**	**-**	**121.00**	**-**

Appendix: Personnel Summary

Housing Department

		FY 2025-2026				
					Proposed Midyear	
	Group	Adopted	Not Budgeted	Position Changes Prior to Midyear	Amended	Not Budgeted
OTHER FUNDS:						
HOUSING/SECTION 8 Fund 121						
Housing Director	EXEC	1.00	-	-	1.00	-
Housing Specialist Supervisor	IBEW	1.00	-	-	1.00	-
Housing Specialist I / II	IBEW	7.00	-	-	7.00	-
Sr. Housing Specialist	IBEW	1.00	-	-	1.00	-
Administrative Manager	CAMP	2.00	-	-	2.00	-
Administrative Analyst II	CAMP	2.00	-	-	2.00	-
Secretary	IBEW	1.00	-	-	1.00	-
Administrative Clerk II	IBEW	2.00	-	-	2.00	-
TOTAL DEPARTMENT		**17.00**	**-**	**-**	**17.00**	**-**

CITY OF VALLEJO

Unrepresented - Contract

Effective May 16, 2026

Grade	Class Code	Status	Classification Title		Entry Step 1	Step 2	Step 3	Step 4	Maximum Step 5
CCG	8		Mayor	Bi-weekly					903.85
			Effective January 28, 2023 - Per Reso. 22-211	Annual					23,500.00
CCG	9		City Council members	Bi-weekly					903.85
			Effective January 28, 2023 - Per Reso. 22-211	Annual					23,500.00
N/A			Mayor's Additional Compensation	Bi-weekly					876.92
				Annual					22,800.00
CAG	2		City Attorney	Hourly					131.34
			(per Second Amendment effective July 1, 2022)	Bi-weekly					10,507.20
				Monthly					22,765.60
				Annual					273,187.20
CMG	1		City Manager	Hourly					163.6692
			(per contract effective May 16, 2026)	Bi-weekly					13,093.54
				Monthly					28,369.33
				Annual					340,432.00

ACTION ITEM 9.B.

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Dawn G. Abrahamson, MMC, City Clerk
SUBJECT: **ADOPT A RESOLUTION MAKING AN APPOINTMENT TO THE HOUSING & COMMUNITY DEVELOPMENT COMMISSION TO FILL AN EXISTING VACANCY**

RECOMMENDATION
Adopt a resolution making an appointment to the Housing & Community Development Commission

REASONS FOR RECOMMENDATION
A vacancy has occurred on the Housing & Community Development Commission due to a resignation. At its April 14 regular meeting, the City Council conducted the nomination process; however, a split vote between two applicants prevented an appointment from being made. As a result, the item is being brought forward to the April 28 City Council meeting, when the full Council will be present to consider and make the appointment.

BACKGROUND AND DISCUSSION

Due to a resignation, a vacancy exists on the Housing & Community Development Commission (HCDC). A sufficient number of applications were received to proceed with interviews. Councilmembers Lediju and Palmares conducted virtual applicant interviews on March 23. Participation in the interview process is required for appointment consideration.

The two-member Council interview team will make the initial nominations during the appointment process, followed by nominations from the remaining Councilmembers.

Copies of all applications were provided to the Mayor and City Council and are available for review in the City Clerk's Office.

Commission Details and Recommendation
Housing & Community Development Commission (VMC Chapter 2.46)

- Seven-member body; members must be City residents
- One vacancy (term to expire June 30, 2028)
- Five applications were received; four applicants interviewed on March 23
- *Recommendation: Appoint one applicant to fill the vacancy for a term expiring June 30, 2028.*

FISCAL IMPACT
There is no fiscal impact associated with filling vacancies to standing commissions.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	Resolution Making Appointment to HCDC 042826 CAO Stamp
2.	List of Eligible Applicants 042826

CONTACT

Dawn G. Abrahamson, MMC, City Clerk (707) 648-4527
Dawn.Abrahamson@cityofvallejo.net

Approved as to form:

By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. 26_____ N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO MAKING AN APPOINTMENT TO THE HOUSING & COMMUNITY DEVELOPMENT COMMISSION

WHEREAS, the Vallejo City Council has established various boards, commissions and committees which may be advisory, policy, appellate and/or rule making; and

WHEREAS, members of these boards, committees, and commissions shall be appointed and vacancies shall be filled for the unexpired portion of the term in the same manner as the original appointment pursuant to the Vallejo Municipal Code; and

WHEREAS, section 2.26.030 of the Vallejo Municipal Code provides that the term of office of each member appointed by the City Council shall be for four years, except as otherwise provided by ordinance or resolution, and that terms of members shall be staggered so that the number of terms expiring annually shall be approximately equal; and

WHEREAS, there currently exist vacancies on boards, commissions and committees, and

WHEREAS, pursuant to section 2.02.350 of the Vallejo Municipal Code, the City Clerk has published notices of these vacancies, received applications of interest, and delivered to the City Council all applications submitted; and

WHEREAS, the City Council reviewed the applications submitted and has conducted interviews for one vacancy to the Housing & Community Development Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

The following appointment is hereby made to the Housing & Community Development Commission:

Housing & Community Development Commission – (1 vacancy, term to expire 6/30/28)

_____ – for a term to expire 6/30/28

Adopted by the City Council of the City of Vallejo at a regular meeting held on April 28, 2026, with the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

_____
ANDREA SORCE, MAYOR

ATTEST:

_____
DAWN G. ABRAHAMSON, CITY CLERK

List of Eligible Applicants for Appointment
(April 28, 2026)

Housing & Community Development Commission – 1 vacancy (Term to expire 6/30/28)

Clyde Huff
Brianna Rogers
Yashica Simpson
Ebony Smith

*Current Commissioner

ACTION ITEM 9.C.

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Alicia M. Jones, Housing Director
SUBJECT: **PUBLIC HEARING AND ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY QUALIFIED 501(C)(3) BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, DEVELOPMENT, AND EQUIPPING OF SERENO VILLAGE APARTMENTS PURSUANT TO THE TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) WITH NO FINANCIAL LIABILITY FOR THE CITY AND APPROVAL OF A GUARANTOR INDEMNIFICATION REQUIRING EDEN HOUSING TO INDEMNIFY THE CITY RELATED TO ANY FINANCIAL OBLIGATION ARISING FROM ISSUANCE OF THE BONDS**

RECOMMENDATION

1. Conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed $20,000,000, (the "Bonds"), for the part of a plan to finance or refinance the acquisition, construction, development, and equipping of a multifamily rental housing project located at 750 Sereno Drive, Vallejo, California (the "Project").
2. Adopt a Resolution approving the issuance of the Bonds by the CMFA for the benefit of Eden Housing, Inc., a California nonprofit public benefit corporation (the “Developer”), on behalf of Eden Sereno Village, L.P., a California limited partnership, or another ownership entity to be created by Eden Sereno Village LLC, a California limited liability company, its general partner (the “General Partner”), or by another affiliate of the Developer (such limited partnership or other ownership entity being referred to herein as the “Borrower”), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

This is the approval of an issuance of Bonds by another public agency for a project to be constructed within the City of Vallejo and not an issuance of bonds by the City of Vallejo. The City has no financial obligation whatsoever for these bonds. Such adoption is solely for the purposes of satisfying the requirements of the federal Tax Equity and Fiscal Responsibility Act (TEFRA), the Code, and the California Government Code Section 6500 (and following).

REASONS FOR RECOMMENDATION

Approval by the City Council is required in order for the CMFA to issue revenue bonds for the benefit of the borrower to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 750 Sereno Drive, Vallejo, California, known as Sereno Village Apartments. The City would have no financial liability for the bonds or the project, as described below.

BACKGROUND AND DISCUSSION

CMFA is a California Joint Powers Authority whose members are cities and other public agencies in California. CMFA is a governmental agency with the authority to issue bonds on behalf of 501(c)(3) non-profits in California. The non-profit in this case is Eden Housing, Inc., which is also the ultimate borrower of the bonds.

The Borrower has requested that the CMFA issue one or more series of qualified revenue bonds in an aggregate principal amount not to exceed $20,000,000, including, but not limited to revenue bonds issued as part of a plan to finance and refinance the acquisition, rehabilitation, development and equipping of a 125-unit qualified residential rental project (the “Project”) to be owned and operated by the Borrower and located at 750 Sereno Drive within the City of Vallejo, California. The Borrower approached the City with a proposal to pay down a portion of outstanding loans from project development due to the City, Greater Vallejo Recreation District (GVRD), and the Vallejo Flood and Waste District (VFWD) in return for preservation of the 125 project units being preserved as affordable for 55 years from the recasting of the loans.

On November 18, 2025, the City Council authorized a letter of intent to modify the loans, make partial payments on the CIty and GVRD loans, payoff the VFWD loan,recast the outstanding loansto be repaid throug hresidual receipts, subordinate to the construction loans, and extend the affordability agreement for 55 years on the project. That letter was added to the application for the tax credits and was part of the approval process. This step is carrying out that intent for the next step of the process in the tax credit allocation to the project.

On December 2025, the project receveid approval to move forward with the tax credit process.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Vallejo must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

TEFRA hearings are required by both the issuer of the bonds, which in this case is CMFA, as well as by the host jurisdiction of the project, which in this case is the City. The City is not approving the issuance of any bonds by the City. It is approving its support of the issuance by CMFA. The TEFRA hearing for the host agency (the City in this case) is designed to provide the public and the City Council an opportunity to comment on the project and the issuance of the bonds by CMFA for Eden Housing, Inc.

Approving the resolution does not approve the issuance of any bonds by the City. It does approve the issuance of the bonds for the project by CMFA and Eden Housing, Inc. The City will have no responsibility whatsoever for the bonds. There is no exposure to the City for any kind of financial damage and, as a member of the CMFA, the City will receive approximately $11,000 of the bond fees paid to CMFA by the Borrower. This process is called fee sharing. Further, the Guarantor, Eden Housing, will execute a Guarantor

Indemnification providing indemnification for the City in the very unlikely event there is any liability on the part of the City arising from issuance of the bonds.

Sereno Village Apartments is an existing 125-unit affordable housing apartment complex located at 750 Sereno Drive, Vallejo, CA. Income restrictions for the units at the project are shown below:

AMI	30%	45%	50%
1-Bedroom	3	18	23
2-Bedroom	2	16	22
3-Bedroom	0	14	17
4-Bedroom	0	4	5
Total	5	52	67

The borrower plans to make a number of capital repairs and improvements to the project. The renovation scope is described in more detail below but in sum, the project has $100,000 per unit in renovation funds plus the owner contingency. The scope will involve exterior envelope repairs by replacing windows, new roofs, exterior painting and generally ensure the buildings envelop integrity. Seven units will be converted to be 100% ADA compliant. All units will receive new bath fans and new PTAC heating/cooling units throughout. The plan also includes landscaping and irrigation upgrades as well as parking lot repairs and resealing. If funds are available, the team will begin to repair unit interiors informed by a unit matrix.

- Convert seven existing adaptable units into mobility accessible units and three existing units into audio accessible units per TCAC requirements (already renovated and to confirm what needs to be redone)
- Replace the original office/community room gas HVAC equipment with a split heat pump system
- Full window replacement throughout the property
- Exterior painting
- Full roof replacement on two of the residential buildings
- Repair and replacement of select patio/balcony fencing and balcony decking
- Seal coat, striping, and asphalt repairs in the drive and parking areas
- Concrete wheel stops adjacent to pedestrian walkways.
- Concrete walkway repairs for tripping hazards and an accessible path of travel
- New speed bumps and replacement of existing
- Hydrojet both storm drain and sewer lines, and a camera on each/all system.
- Kitchen cabinet, fixture, and appliance replacement in select units
- Bathroom vanity, fixture, and tub/shower replacement or refinishing at select units
- Floor replacement throughout units (depending on the number of units relocated)
- Interior painting throughout units (depending on the number of units relocated)
- GFCI replacement

- PTAC replacement throughout units
- Interior painting throughout Community Building and Laundry Building
- New secondary access at office and resident service spaces
- Light fixture replacement with LED fixtures at Laundry Building
- Flooring replacement at Laundry Building
- Kitchen replacement at Community Building
- Tree trimming and site work in general

California Municipal Finance Authority

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities, including the City of Vallejo, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financing.

Previous TEFRA hearings

The City has conducted and approved TEFRA hearings in previous years to support the issuance of Bonds in the City of Vallejo through CMFA.

The most recent TEFRA hearing was held on November 4, 2025, for Step Up Housing, the developer of Bay Village Apartments, located at 1107 Porter Street, Vallejo, California. The purpose of the TEFRA hearing was to issue revenue bonds as part of a plan to finance or refinance the acquisition, construction, improvement, and equipping of the multifamily rental housing project. The City has no liability for the bonds issued.

FISCAL IMPACT

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Vallejo, it is expected that a portion of the issuance fee attributable to the City (approximately

$11.000 or based on the final amount of the bonds issued) will be granted by the CMFA to the General Fund of the City. Such grant may be used for any lawful purpose of the City.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	Resolution Approving Issuance of CMFA Revenue Bonds for Sereno Village Apartments CAO Stamp
2.	Guarantor Agreement Eden CAO Stamp

CONTACT

Alicia M. Jones, Housing Director (707) 648-4408
Alicia.Jones@cityofvallejo.net
Chari Francisco, Administrative Manager
chari.francisco@cityofvallejo.net (707) 553-7204

Approved as to form:



By: _____ for ____
Veronica Nebb, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A PLAN OF FINANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ISSUE AND REISSUE REVENUE BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF EDEN SERENO VILLAGE, L.P., APPROVING A GUARANTOR INDEMNIFICATION AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Eden Housing, Inc., a California nonprofit public benefit corporation (the "Developer"), on behalf of Eden Sereno Village, L.P., a California limited partnership, or another ownership entity to be created by Eden Sereno Village LLC, a California limited liability company, its general partner (the "General Partner"), or by another affiliate of the Developer (such limited partnership or other ownership entity being referred to herein as the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") undertake a proposed plan of finance to issue and reissue from time to time one or more series of revenue bonds in an outstanding principal amount not to exceed $20,000,000 (the "Bonds") to finance and refinance the acquisition, rehabilitation, development and equipping of a 125-unit qualified residential rental project (the "Project") to be owned and operated by the Borrower and located at 750 Sereno Drive within the City of Vallejo, California (the "City"); and

WHEREAS, an "applicable elected representative" of the jurisdiction in which the Project is to be located is required to approve the proposed plan of finance for the Project under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City Council of the City of Vallejo (the "City Council") is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has advised that the Bonds may be issued pursuant to a "plan of finance" to issue an original issue of Bonds and to issue or reissue one or more additional series of Bonds from time to time after the original issue of Bonds, if necessary or desirable to comply with applicable legal requirements, all in an aggregate principal amount not to exceed $20,000,000 to finance the Project, and all within the three-year period commencing on the date of the issuance of the first series of Bonds pursuant to this resolution; and

WHEREAS, the Authority has requested that the City Council approve the proposed plan of finance in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the proposed plan of finance for the Project;

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the proposed plan of finance of the Authority to issue and reissue from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $20,000,000. It is the purpose and intent of the City Council that this resolution constitute approval of the proposed plan of finance for the Project for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The City Council hereby approves the Guarantor Indemnification to be executed by Eden Sereno Village LLC indemnifying the City from any liability whatsoever from the issuance of the bonds.

Section 4. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 5. The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall LLP
4 West 4th Avenue, Suite 406
San Mateo, CA 94402

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Vallejo this 28th day of April _, 2026.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
ANDREA SORCE, CHAIR

ATTEST:

_____
DAWN G. ABRAHAMSON, SECRETARY

Approved as to form:

By: _____ for
Veronica Nebb, City Attorney

GUARANTOR INDEMNIFICATION
(SERENO VILLAGE)

RELATING TO

CALIFORNIA MUNICIPAL FINANCE AUTHORITY
MULTIFAMILY HOUSING REVENUE BONDS

$11,932,904 SERIES 2026A-1 (TAX-EXEMPT)

And

$7,440,969 SERIES 2026A-2 (TAXABLE)

This Guarantor Indemnification (the "Indemnification") is delivered as of June 1, 2026, by the undersigned EDEN SERENO VILLAGE, L.P., a California limited partnership (the "Guarantor") for the benefit of the City of Vallejo (the "Local Agency"). Capitalized terms used and not otherwise defined herein have the meanings given to them in the Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement"), dated as of June 1, 2026, between the Issuer and the Guarantor, as borrower (the "Borrower"), relating to the California Municipal Finance Authority Multifamily Housing Revenue Note (Sereno Village) Series 2026A-1 (the "Tax-Exempt Note") in the principal amount of $11,932,904, and the California Municipal Finance Authority Multifamily Housing Revenue Note (Sereno Village) Series 2026A-2 (the "Taxable Note") in the principal amount of $7,440,969. The Tax-Exempt Note and the Taxable Note are collectively referred to herein as the "Note."

To the fullest extent permitted by law, the Guarantor agrees to indemnify, hold harmless and defend the Local Agency, and each of its respective commissioners, officers, officials, employees, attorneys and agents (collectively, the "Indemnified Parties"), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) the Bonds, the Indenture, the Note, the Loan Agreement, the Regulatory Agreement or any of the documents related thereto, or the execution or amendment thereof or in connection with transactions contemplated thereby, including the issuance, sale, resale or remarketing of the Bonds;

(ii) any act or omission of the Borrower or any of its respective agents, contractors, servants, employees or licensees in connection with the loan evidenced by the Note or Sereno Village (the "Project"), the acquisition, construction or operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct

or management of work done in or about, or from the planning, design, acquisition and construction of the Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the Issuer or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Issuer in respect of any portion of the Project;

(iv) any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof;

(v) the defeasance and/or prepayment, in whole or in part, of the Bonds;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering statement or disclosure document for the Bonds or any of the documents relating to the Bonds, or any omission or alleged omission from any offering statement or disclosure document for the Bonds of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(vii) any declaration of taxability of interest on the tax-exempt portion of the Bonds, or allegations (or regulatory inquiry) that interest on such Bonds is taxable for federal tax purposes;

except to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Guarantor, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Guarantor shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Guarantor if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

In addition thereto, the Guarantor will pay upon demand all of the fees and expenses paid or incurred by the Trustee and/or the Issuer in enforcing this Indemnification and the provisions of the Regulatory Agreement.

This Indemnification shall survive the final payment or defeasance of the Bonds and the termination of the Regulatory Agreement; provided, however, that this Indemnification shall, in the case of the Trustee, survive the term of the Regulatory Agreement or the resignation or removal

of the Trustee, but only as to claims arising from events occurring during the term of the Regulatory Agreement or the Trustee's tenure as Trustee under the Indenture, and shall, in the case of the Issuer, survive the term of the Regulatory Agreement, but only as to claims arising from events occurring during the term of the Regulatory Agreement.

All obligations of the Guarantor under this Indemnification shall be deemed satisfied to the extent such obligations are paid or otherwise performed by the Borrower.

Notwithstanding the foregoing, the Guarantor and/or Borrower (as applicable) shall not be personally liable for any repayment of principal and/or interest on the Bonds.

[Signature Page(s) Follows]

IN WITNESS WHEREOF, the undersigned have executed this Indemnification on behalf of the Guarantor as of the date first written above.

EDEN SERENO VILLAGE, L.P.,
a California limited partnership

By: Eden Sereno Village LLC,
a California limited liability company,
its general partner

By: Eden Investments, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Andrea Osgood,
Chief of Real Estate Development &
Executive Vice President

[Signature Page to Guarantor Indemnification – Sereno Village 2026]

ACTION ITEM 9.D.

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Brad Paul, Interim Economic Development Director
SUBJECT: **RECEIVE AN UPDATE ON ECONOMIC DEVELOPMENT DEPARTMENT (EDD ACTIVITIES) AND RECOMMEND TO UNFREEZE THE SECRETARY AND ECONOMIC DEVELOPMENT PROGRAM MANAGER IN ORDER TO IMPLEMENT THE DEPARTMENT WORKPLAN AND ED STRATEGIC PLAN (EDSP)**

RECOMMENDATION

Receive an update on Economic Development (EDD Activities) and recommend to unfreeze the Secretary and Economic Development Program Manager in order to implement the Department Workplan and ED Strategic Plan (EDSP)

REASONS FOR RECOMMENDATION

City Council members have identified economic development as a top priority along with Public Safety in the last several goal-setting sessions for several years. Unfreezing EDD's Secretary and Program Manager positions will allow staff to take a more comprehensive and strategic approach to business outreach and retention, marketing Vallejo and attracting new businesses.

BACKGROUND AND DISCUSSION

This report provides an update on the Economic Development Department (EDD) and Vallejo's Economic Development Strategic Plan (EDSP), the blueprint directing city economic activities from 2025 to 2030 that is meant to be periodically reviewed. This report provides some initial program and staffing recommendations.

The EDSP was approved in December 2024. At the time, the EDD had seven authorized positions, including a vacant Project Manager position. In January 2025, the EDD Director resigned, followed by the departure of the department's Secretary in April 2025. The Assistant City Manager served as Acting Director of EDD and hired an outside ED consultant to continue moving ED work forward through the end of 2025. On January 12, 2026, the Interim EDD Director was hired.

Throughout 2025, despite lacking a full-time director, program manager and secretary, the EDSP's five Pilot Projects were advanced to varying degrees by the consultant and remaining staff, primarily the Administrative Analyst II.

Staff's priorities remain implementing the EDSP cycles I and II which include job creation, increased sustainable revenue, improving Vallejo's image, neighborhood revitalization, supporting the growth of our local economy including the development of Mare Island, and public safety.

Regarding business attraction, our focus remains advanced manufacturing, healthcare, education, tourism, software and construction. In this work, we highlight Vallejo's competitive advantages: easy access to highways, ferries, barges and rail; less expensive power, water and broadband; workforce partners (Solano Community College, Cal-Poly Maritime, Working Waterfront Coalition); arts & culture; good restaurants, etc.

The EDSP has two phases: Cycle 1 (2025-2027) includes 5 pilot projects and communication strategies that

highlight Vallejo as a competitive place to do business. Cycle 2 (2028-2030) includes more aggressive business attraction efforts. Our Cycle 1 Goals & Key Actions include:

1. Execute five pilot projects using remaining ARPA funding.
2. Support major revitalization and planning efforts in Downtown, the Waterfront and other areas in parallel with private sector efforts (Mare Island and mainland local business corridors in Vallejo).
3. Work with City of Vallejo Planning, Finance Department and Central Permit Center on ways to streamline development, increase city revenue and enhance placemaking.
4. Develop a Communications and Marketing Plan: engage with the community, regional partners and regional media on Vallejo-based business stories.
5. Create a vision for city-owned assets as part of broader placemaking and infill development efforts alongside citywide capital-facilities planning.

Cycle 2 prioritizes business attraction/expansion in downtown and other neighborhoods through ongoing funding for the Revolving Loan Fund, updating business corridor amenities (landscaping, street furniture, lighting, signage); and expanding workforce partnerships. Here is an update on our five Pilot Projects:

1. Vallejo Revolving Loan Fund. In December 2024, the city council directed staff to allocate $355,000 in ARPA funds to Solano EDC for a pilot program similar to its Solano County Revolving Loan Fund to expedite the process. They started processing Vallejo loans in 2025 and approved a 4th and final loan in March 2026.

2. Pop-Up Events ($62,624/$100,312). This funding request was in mid-year and fiscal budget requests for the last 2 budget cycles without being funded. Staff has identified $62,624 in the current FY25-26 Measure B budget which will be allocated to the contract. The remaining $37,688 will now be included in the department request for Measure P funds in May 2026. An RFP was released in January 2026 and 3 finalists were interviewed. Miles McNeil & Powell was selected to activate downtown and the waterfront along lower Georgia with pop-up art, music, food and family activities that complement existing events (Farmers' Market, Art Walk). Staff hosts meetings with Visit Vallejo, Chamber of Commerce, Vallejo Main Street, the Economic Development Commission (EDC) and Miles McNeal & Powell to share concepts and ensure coordination with existing businesses for this project. The larger $100,312 budget, if approved for supplemental Measure P funds, would allow us to add more Pop-Up events in the downtown and waterfront areas.

3. Shop Local Campaign ($28,000/$70,312). This funding request was in mid-year and fiscal budget requests for the last 2 budget cycles without being funded. It will now be included in the department request for Measure P funds in May 2026. Staff hoped to add $42,000 in mid-year funds to bring the total budget to $70,000 before releasing the RFP. When the mid-year budget requests were tabled, staff added this funding to the Pop-Up Events budget (now $62,624) knowing how hard it would be to encumber this Shop Local money before June 30th. Staff has made the request to Measure P for $70,312 to release the Shop Local RFP and begin the project.

4. Long Range Property Management Plan (LRPMP). This strategy includes an analysis by a consultant to assess and prioritize city properties suitable for development to generate investment/revenue/jobs. The work product would include a holistic list of City-owned properties and recommended next steps for each, including development, sale of surplus land, and longer-term opportunity sites. The RFP was completed and the $200,000 to fund it over two years was included in our mid-year and fiscal budget requests for the last 2

budget cycles without being funded. It will now be in our department request for Measure P funds in May 2026.

5. Commercial Broker. This proposal includes $200,000 over two years for a commercial broker that will advertise and market vacant city properties for sale or lease. It was included in our mid-year request and fiscal budget requests for the last 2 budget cycles without being funded. It will now be included in the department request for Measure P funds in May 2026. Staff will explore brokers that can attract more developers and potential buyers by creating compelling stories about each building, its potential uses and the unique assets that Vallejo has to offer.

Recent changes to staffing: Throughout 2025, implementing the 5 pilot programs was the responsibility of the ED consultant, ACM and Administrative Analyst II who drafted the Pop-Up Events RFP, managed scoring and interviews, put together our Pop-Up Events advisory group and was preparing to do the same for the other pilot projects.

Last month, during a review of our work plans, the Senior Community Development Analyst offered to staff the Shop Local pilot given her experience with local businesses and role as staff liaison to local business groups. One of the Program Managers offered to help develop and refine our communications and marketing plans, and support increased business attraction efforts. Now the small EDD team and the City PIO are collaborating to advance this work, including putting together a series of articles for Vallejo Weekly, social media and influencers that promote new and existing businesses, and the opportunities and assets Vallejo has to offer.

The Mare Island Program Manager works solely on Mare Island, managing Mare Island contracts, working on Mare Island projects and supporting the City Manager's Office and the City Attorney’s office in negotiations with key stakeholders including the Navy, State Lands, Mare Island Company and Island Energy. This knowledge of Mare Island’s regulatory history will play an important role in business attraction efforts on the Island.

The lack of staff from the two frozen positions has put a hold on advancing important EDSP initiatives and even maintaining minimum services to the community.

Supporting business. The Interim EDD Director has visited local businesses, introduced himself and asked what the city can do to support them. Most businesses have requested assistance in attracting more customers and countering negative social media about Vallejo. Face-to-face communication is integral in building personal relationships and trust with local business owners.

While many of our staff don’t live here, they visit local businesses regularly, introduce themselves, and buy something: lunch, a book, coffee cup, or anything else they need to enhance these relationships. This helps activate downtown and other areas of the city, supports local merchants, and creates a greater sense of safety with more ‘eyes on the street’.

Regional approach to retaining/attracting businesses. Solano County recently lost Budweiser, Valero and others. A weak pipeline of new projects is financially stressing Mare Island Drydock and Harbinger Homes (Factory_OS). Taken together, this elevates the need to attract new businesses and not only retain but expand existing ones.

With the federal government’s newfound interest in shipbuilding (SHIPS for America Act), staff has been working with Solano EDC, Cal-Poly Maritime, Working Waterfront Coalition, GoBIZ and others to secure federal support for a regional Maritime Prosperity Zone that includes Mare Island, Benicia, Pittsburg, Stockton

and Collinsville, a regional shipbuilding ecosystem that builds components for vessels at multiple facilities and assembles them in a central location (Mare Island now, Collinsville later), much like modern automaking today. The city hired the Roosevelt Group to develop a Strategic Plan for Maritime Revitalization for Vallejo. It was just released on April 16, 2026. [link here to TRG report].

Recently, the Interim EDD Director attended a conference in Monterey for manufacturers, suppliers, advocates, regulators and workforce developers involved with Advanced Air Mobility (AAM) and Uncrewed Aircraft Systems (UAS). Over the next decade, these sectors will have a major impact on transportation, logistics and emergency response. The conference was sponsored by DART, a Monterey area non-profit dedicated to advancing AAM/UAS for quality job growth and community vitality. Their website landing page says *Catalyzing a Resilient Low-Altitude Innovation Economy* and *Uplifting Communities* (https://mbdart.org). In addition, there appears to be a strong overlap between the supply chain, workforce, power and space needs of the AAM and Shipbuilding sectors.

How could this benefit Vallejo? DART members (e.g. Joby Aviation, Archer) are looking for places to scale production, places with access to reliable, affordable power/water/broadband and close to highways, rail, waterways and airports with relatively affordable real estate. Most of the members have not considered Vallejo/Mare Island prior. Now some are. Josh Metz, Director of DART, expressed interest in taking a tour of Vallejo, helping connect us with AAM companies, and helping our workforce development partners train residents for good paying AAM jobs [https://mbdart.org/programs/workforce-development/].

Streamlining development and permitting. To encourage greater collaboration among city departments, we invited the Planning Director and Planning Manager to join us once a month at our weekly staff meetings to discuss ways to streamline approvals and target enforcement actions against vacant, blighted properties. We also attend one of their monthly meetings and meet regularly with Public Works staff.

Avoiding displacement. As the economy improves, Vallejo will benefit from increased tax revenue, more disposable income to support local businesses, and greater access to good-paying jobs for Vallejo residents. But economic growth will create higher rents, higher home prices and a higher cost of living. The city can help residents avoid displacement by enacting housing preservation legislation (tenants' right to counsel, short-term rentals) and working with local schools (VCUSD, Solano CC, Touro, Cal-Poly Maritime), to create pipelines for residents to access better-paying jobs that allow them to absorb higher housing costs over time.

While our Pop-Up Events pilot and EDC's plans to install more banners and string lights downtown will help create a greater sense of vibrancy and safety in Vallejo's core, we must also use what we learn from this to activate neighborhood shopping areas outside the downtown area, including Sonoma Blvd, Tennessee St and Springs Road. We look forward to working with the Chamber, Visit Vallejo, Vallejo Main Street, the EDC and City Council members to take our successful programs citywide.

In the past few weeks, staff have met with people interested in opening two new grocery stores and an advanced manufacturing plant in Vallejo, talked with representatives of a foreign ship builder looking to expand on Mare Island, and talked with an AAM company looking for places to manufacture its aircraft and drones.

Finally, the Interim EDD Director engaged with a filmmaker considering moving out of LA and toured the downtown and the waterfront. The most effective antidote to the negative social media Vallejo is subjected to appear to be these in-person tours of our city.

FISCAL IMPACT

Funding to unfreeze EDD's authorized ED Program Manager position $233,380 and Secretary position $115,759 (fully loaded costs) in FY 2026-27 would come from the city's general funds and begin to provide EDD with the staffing level it needs to move the needle on EDSP progress. In addition, staff has submitted a request for Measure P funds for a total of $508,000 to pay for the Long-Range Property Management Plan ($200,000), Commercial Broker ($200,000), Shop Local program ($70,312) and Pop-Up Events ($37,688).

ENVIRONMENTAL REVIEW

This action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is not an action which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

ATTACHMENTS

None

CONTACT

Brad Paul, Interim Economic Development Director
Brad.Paul@cityofvallejo.net

ACTION ITEM 9.E.

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Kristin Pollot, AICP, Planning and Development Services Director
Hector Rojas, Long Range Planning Manager
SUBJECT: **PROVIDE DIRECTION ON WHETHER TO PROCEED WITH PREPARATION OF A SHORT-TERM RENTAL ORDINANCE**

RECOMMENDATION

Provide direction on whether to proceed with preparation of a Short-Term Rental Ordinance.

REASONS FOR RECOMMENDATION

Short-term rentals (STRs) are currently unregulated in Vallejo, resulting in limited oversight of land use compatibility, neighborhood impacts, and tax compliance. Establishing a regulatory framework would allow the City to address community concerns while also capturing potential revenue through improved Transient Occupancy Tax (TOT) compliance.

The City Council has previously expressed interest in regulating STRs. This item responds to that prior request for consideration and provides an opportunity for Council to consider whether to move forward with ordinance development at this time.

BACKGROUND AND DISCUSSION

On October 12, 2021, the City Council considered requests by Mayor Robert McConnell and Councilmember Rozanna Verder Aliga to explore the preparation of a short-term rental (STR) ordinance.

At that time, staff noted that STR regulations were anticipated to be addressed as part of a Phase II Zoning Code Update. This effort was not completed due to staffing limitations and competing priorities.

This item returns to Council in response to renewed interest in STR regulation, including interest in potential revenue generation as part of broader discussions regarding the City's fiscal condition.

Short-Term Rental Overview

A short-term rental is generally defined as the rental of a dwelling unit, in whole or in part, for lodging purposes for a period of 30 consecutive days or fewer. These rentals are commonly facilitated through online platforms such as Airbnb and VRBO.

STRs are typically categorized into two primary types:

- Hosted STRs: The property owner or primary resident remains on-site during the guest's stay, and one or more rooms within the dwelling unit are rented.
- Un-hosted STRs: The entire dwelling unit is rented to guests, and no owner or primary resident is present during the stay. These rentals may occur occasionally or on a full-time basis as a commercial use.

STRs can provide several potential benefits, including supplemental income for property owners, increased visitor accommodation options, and additional TOT revenue to the City. However, STRs may also result in neighborhood impacts, including noise, parking constraints, and changes in neighborhood character. In addition, unregulated STR activity may contribute to the conversion of housing units from long-term residential use to visitor accommodations.

As a result, many jurisdictions have adopted regulations to balance the economic benefits of STRs with the need to preserve neighborhood quality and housing availability.

Existing Conditions in Vallejo
STRs are not explicitly regulated in the Vallejo Municipal Code (VMC). As a result:

- STR operators are not subject to a formal registration or permitting requirement;
- There is no systematic mechanism to ensure collection of TOT;
- There are no STR-specific operational standards addressing occupancy, parking, or noise; and
- Enforcement is primarily complaint-driven and not supported by a formal compliance program.

Short-Term Rental Market Data
Based on short-term rental market data for the period of March 2025 through March 2026 from AllTheRooms, Vallejo had an average of approximately 194 active STR listings during this period, with monthly supply fluctuating between approximately 170 and 210 listings. During this period, the average daily rate was approximately $246 and the average occupancy rate was approximately 29 percent.

Based on this data, the average annual revenue per STR unit is estimated at approximately $26,000. Applying this estimate across the average number of listings results in an estimated total STR market revenue to the owners of the units being rented of approximately $5.0 million annually.

Pursuant to VMC Chapter 3.19, transient occupancies are subject to a TOT of 11 percent of the rent charged. Based on the estimated revenue above, this could equate to approximately $550,000 annually in potential TOT revenue, assuming full compliance. Actual revenues would depend on factors including market conditions, operator participation, and the effectiveness of registration and enforcement mechanisms.

Regulatory Approaches
Many jurisdictions in Solano County and the broader Bay Area have adopted STR regulations. Common regulatory approaches include:

- Permit and registration systems
- Primary residence requirements
- Limits on rental days per year
- Operational standards (occupancy, parking, noise)
- Local contact requirements for complaint response
- Use of third-party compliance and monitoring tools

Short-Term Rental Regulations in Solano County
Staff conducted outreach to jurisdictions within Solano County to better understand how STRs are currently addressed. Approaches vary, generally falling into two categories: jurisdictions that permit STRs subject to regulations, and jurisdictions where STRs are not expressly addressed in the municipal code and are therefor

prohibited.

Within Solano County, the City of Benicia and the County of Solano (in unincorporated areas) have adopted formal regulatory frameworks for STRs. Benicia allows both hosted and limited un-hosted STRs subject to a licensing program, operational standards, and restrictions such as primary residence requirements and caps on un-hosted rental activity. Similarly, Solano County permits “vacation house rentals” with approval of a land use permit and imposes operational requirements related to occupancy, parking, safety, and ongoing compliance.

In contrast, the other Solano jurisdictions do not have adopted STR ordinances. Based on staff outreach, these jurisdictions interpret existing zoning regulations as prohibiting STRs within residential districts, either because the use is not listed as permitted or because it is categorized under lodging uses that are not allowed in residential zones. Vacaville treats STRs as a form of ‘lodging,’ which is not permitted in residential zoning districts under its zoning framework. Other jurisdictions, including Dixon, Fairfield, Rio Vista, and Suisun City, do not appear to have adopted specific short-term rental regulations based on staff’s review of their municipal codes. In the absence of explicit provisions, short-term rentals are typically not permitted in residential zoning districts.

Implementation and Resource Considerations
Development of an STR ordinance will require staff resources for policy development, stakeholder outreach, and coordination with other departments, including Finance and Code Enforcement. Given current workload constraints, staff may need to seek outside assistance to support this effort.

In addition, implementation of an STR program may require ongoing use of compliance and monitoring tools. Third-party platforms, such as Granicus (Host Compliance) and Deckard Technologies (Rentalscape), can assist with identifying listings, monitoring activity, and supporting enforcement. Annual costs for such services are estimated to be in the range of approximately $10,000 to $15,000.

Next Steps
If directed by City Council to proceed, staff would return with a proposed approach for ordinance development, which may include preparation of a Request for Proposals (RFP) for consultant services, followed by ordinance development, community engagement, and subsequent consideration by the Planning Commission and City Council.

FISCAL IMPACT

There is no immediate fiscal impact associated with providing direction to staff. Future costs associated with ordinance development and implementation would depend on the approach directed by Council, including whether consultant services are utilized. Implementation of an STR program may result in ongoing administrative and enforcement costs, which may be partially offset by increased TOT revenue. Based on available market data, potential TOT revenue could be on the order of approximately $550,000 annually.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines Section 15378.

ATTACHMENTS

None

CONTACT

Kristin Pollot, AICP, Planning & Development Services Director, (707) 648-4326
kristin.pollot@cityofvallejo.net

DATE: April 28, 2026
TO: Mayor and Members of the City Council
FROM: Jason Ta, Chief of Police
SUBJECT: **Public Safety Update**

RECOMMENDATION

Receive a general update on public safety and have a discussion on current initiatives the Police Department is undertaking.

REASONS FOR RECOMMENDATION

Following the end of the continued existence of a state of local emergency related to public safety staffing, the City Council requested that staff bring forward a periodic update on public safety.

BACKGROUND AND DISCUSSION

On July 25, 2023, the City Council unanimously voted to approve a Proclamation of Emergency due to the critical staffing levels at the City of Vallejo Police Department. On December 16, 2025, the City Council voted to no longer renew the continued state of local emergency. Below is an update on current items being discussed in relation to public safety:

- Current Staffing– 114 budgeted sworn officer positions, 79 active sworn officers, 35 vacant positions.
  - 79 Sworn (77 Active/ 2 Inactive)
  - 39 on patrol
  - 3 on FTO
  - 7 Recruits in different academies

- Strategies Underway to Increase Staffing – In addition to its regular attraction and retention efforts, the Police Department is working to implement new strategies to further attract and retain officers. The Police Department has entered an agreement with Allstar recruiting to increase the department's visibility towards applicants. The Police Department has also implemented a recruitment, retention, and referral program, which the City Council approved on July 22, 2025. Moreover, HR has two part-time extra-help recruiters that are actively recruiting VPD employees.
- Current reporting structure – City Council presentations, Surveillance Advisory Board (SAB), Police Oversight and Accountability Commission (POAC), Chief's Advisory Board (CAB), Public Safety Council Subcommittee (PSCS), Ad-hoc Police Reform Council Subcommittee, and various other community engagement efforts.
- Most Recent Operations Crime Reporting – Operations Bureau Report.
- Most Recent Average Response Times (ART) – Significant improvement is all Priority categories.
- Most Recent Solano Sheriff's Office Law Enforcement Services Statistical Update – The Solano SO began providing supplemental law enforcement services on January 21, 2026. The supplemental services have provided improvements to police service delivery during the hours of operation on

Wednesday through Saturday from 2pm-12am (midnight). Personnel from the Solano Sheriff's Office will be present at the 4/28/2026 City Council meeting to answer questions and address the current supplemental public safety services to Vallejo.

- Programs and Initiatives– The Police Department has prioritized a number of programs and initiatives that continue to improve public safety in the City of Vallejo. These include:
    - Vallejo VISION – gun violence reduction initiative
    - Sex Trafficking Reduction Initiative
    - VPD's Enhanced Response to Domestic Violence
    - Problem Oriented Policing Team (POP)
    - 2026 Vallejo PD Community Academy
    - Revitalized volunteer program
    - Neighborhood Watch and Business Watch Programs
    - Traffic Safety
    - Public Safety Partnership (PSP) – USDOJ BJA
    - Police Reform Settlement Agreement Progress

FISCAL IMPACT

There is no immediate financial impact associated with this item. Any potential impact will be brought back to City Council with related costs.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

None

CONTACT

Jason Ta, Chief of Police
(707) 648-4540
jason.ta@cityofvallejo.net

CITY ATTORNEY'S REPORT

April 28, 2026 – City Council Agenda

TO: Mayor and Members of the City Council

FROM: Veronica A. F. Nebb, City Attorney / *VN*
Randy J. Risner, Chief Assistant City Attorney / *RJR*

SUBJECT: **Quarterly Report for FY 2025/2026, Third Quarter (January - March 2026)**

The following list of projects, work, and statistics represents an overview of the work performed at the City Attorney's Office during the third quarter of Fiscal Year 2025/2026. Some projects and items have been omitted due to their sensitive nature. If Councilmembers or officials have any questions, please feel free to contact the City Attorney privately, as many of the below items are attorney-client privileged and, therefore, not appropriate for public discussion.

I. Litigation:

a.	Number of *Pitchess* Motions served on the City this FY Quarter:	**1**
b.	Number of *Pitchess* Motions served on the City this FY:	**9**
c.	Summons & Complaints (New cases this FY Quarter):	**10 (see below)**

File Name	Case #	Served Date	City's Counsel
Affonso v. City of Vallejo, et al.	26CV000067	03/09/2026	Katelyn Knight, ACA
Beale v. Vallejo Flood & Wastewater, et al.	CU26-01275	03/09/2026	Kristoffer Jacob, ACA
Bennison, et al. v. City of Vallejo, et al.	CU26-00059	02/26/2026	Katelyn Knight, ACA
Hicks v. City of Vallejo, et al.	CU26-02218	03/11/2026	Hampton Jackson, ACA
Hotaki, et al. v. City of Vallejo	CU25-09788	01/14/2026	Kristoffer Jacob, ACA
Kroll v. City of Vallejo, et al.	CU25-10022	01/14/2026	Katelyn Knight, ACA
Mackey v. City of Vallejo, et al.	CL25-01569	01/05/2026	Katelyn Knight, ACA
Mendoza v. Solano County, et al.	CU25-04216	01/26/2026	Katelyn Knight, ACA

Moncrease v. City of Vallejo, et al	CU26-00923	03/13/2026	Katelyn Knight, ACA
Taki, et al. v. City of Vallejo	CU25-08261	01/14/2026	Kristoffer Jacob, ACA

d. Case Resolutions this FY Quarter: **4 (see below)**

File Name	Case #	Resolved	City's Counsel
Bagos v. City of Vallejo, et al.	2:20-cv-00185-KJM-AC	02/19/2026	Katelyn Knight, ACA
Informed CA Foundation v. City of Vallejo	FCS057109	02/19/2026	Katelyn Knight, ACA
McCormick, et al. v. City of Vallejo, et al.	2:25-cv-01468-JDP	01/07/2026	Katelyn Knight, ACA
State Farm Insurance v. City of Vallejo	CU25-07646	03/11/2026	Katelyn Knight, ACA

e. Summons & Complaints (New) Q3 – FY 25/26: **10**
Summons & Complaints FY 25/26 to date **22**

f. Total Active Litigation Cases as of FY end: **60 (Lit – 48 and NLP – 12)**

II. Funds Recovered from Third Parties Q3 – FY 25/26: **$1,372.50**
(see details below)

Funds Recovered from Third Parties FY 25/26 to date: **$92,396.80**

PAYMENT RECEIVED	CASE NAME	CASE TYPE	AMOUNT RECOVERED
2/25/2026	VPOA; Nichelini v. City of Vallejo #2	Sanctions	$ 1,372.50
			$ 1,372.50