

**CALL AND NOTICE OF
SPECIAL MEETING
AT 6:00 PM
OF THE VALLEJO CITY COUNCIL
APRIL 1, 2024**

**COUNCIL CHAMBERS
555 Santa Clara Street, Vallejo, California**

SECONDED REVISED AGENDA

Agenda has been revised to add a closed session prior to the adjournment of the special meeting and to correct the location where Councilmember Matulac participating remotely

COUNCILMEMBER MATULAC WILL BE PARTICIPATING VIRTUALLY
Executive Board Room, 1st Floor of Delta Hotels by Marriott Chicago Willowbrook
7800 Kingery Highway, Willowbrook, IL 60527

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>**

Hybrid Options are available for members of the public to participate. To participate remotely:

<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

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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.

TO THE MEMBERS OF THE VALLEJO CITY COUNCIL:

You are hereby notified that I do hereby call the Vallejo City Council in special session to consider only the matters stated on the agenda listed below.

NOTICE: Members of the public shall have the opportunity to address the City Council concerning any item listed on the agenda *before or during* consideration of that item. *No other items may be discussed at this special meeting.*

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ACTION CALENDAR**

- A. ADOPT A RESOLUTION APPROVING PROJECT PLANS AND SPECIFICATIONS FOR THE LAKE DALWIGK PARK IMPROVEMENTS PROJECT (PROJECT NO. PW9443) AFTER FINDING THE PROJECT EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15301(c), APPROVING AND AWARDED A CONSTRUCTION CONTRACT TO GRADE TECH INC. IN THE AMOUNT OF \$3,152,882.41, INCLUDING A 5% CONTINGENCY OF \$158,000, FOR A TOTAL CONTRACT AMOUNT OF \$3,310,882.41, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

Recommendation: Adopt a Resolution approving project Plans and Specifications for the Lake Dalwigk Park Improvements Project (Project No. PW9443) after finding the project exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15301(c), approving and awarding a construction contract to GradeTech Inc. in the amount of \$3,152,882.41, including a 5% contingency of \$158,000, for a total contract amount of \$3,310,882.41, and authorizing the City Manager to execute same. Contact: Melissa Tigbao P.E., Public Works Director, (707) 648-4433
Melissa.Tigbao@cityofvallejo.net

- B. ADOPT A RESOLUTION APPROVING A PROJECT LABOR AGREEMENT WITH THE NAPA-SOLANO TRADES COUNCIL AND ITS AFFILIATED UNIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

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Recommendation: Adopt a Resolution approving a Project Labor Agreement with the Napa Solano Building and Construction Trades Council and its affiliated local Unions and authorizing the City Manager to execute same..

Contact: Terrance Davis, Assistant City Manager (707-648-4301)

terrance.davis@cityofvallejo.net

4. CLOSED SESSION

- A. Conference with Legal Counsel - Existing Litigation Pursuant to California Government Code section 54956.9(d)(1): People v. City of Vallejo, et al. Solano County Superior Court, Case No. CU23-04676.

5. REPORT OUT OF CLOSED SESSION

6. ADJOURNMENT

Dated: Friday, March 29, 2024



Robert H. McConnell, 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 each of the members of the Vallejo City Council, 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 8:30 a.m., Friday, March 29, 2024.

Dated: Friday, March 29, 2024



Dawn G. Abrahamson, City Clerk

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DATE: April 1, 2024
TO: Mayor and Members of the City Council
FROM: Melissa Tigbao P.E., Public Works Director, (707) 648-4433
Mark Helmbrecht, Transportation Program Superintendent, (707) 645-2601
SUBJECT: **ADOPT A RESOLUTION APPROVING PROJECT PLANS AND SPECIFICATIONS FOR THE LAKE DALWIGK PARK IMPROVEMENTS PROJECT (PROJECT NO. PW9443) AFTER FINDING THE PROJECT EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15301(c), APPROVING AND AWARDED A CONSTRUCTION CONTRACT TO GRADETECH INC. IN THE AMOUNT OF \$3,152,882.41, INCLUDING A 5% CONTINGENCY OF \$158,000, FOR A TOTAL CONTRACT AMOUNT OF \$3,310,882.41, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

RECOMMENDATION

Adopt a Resolution approving project Plans and Specifications for the Lake Dalwigk Park Improvements Project (Project No. PW9443) after finding the project exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15301(c), approving and awarding a construction contract to GradeTech Inc. in the amount of \$3,152,882.41, including a 5% contingency of \$158,000, for a total contract amount of \$3,310,882.41, and authorizing the City Manager to execute same.

REASONS FOR RECOMMENDATION

Public Works advertised a Request for Bids to construct the Lake Dalwigk Park Improvements Project. Staff determined that GradeTech, Inc., of Livermore, California, is the lowest responsive and responsible bidder, and recommends awarding a construction contract in the amount of \$3,152,882.41 and a 5% construction contingency of \$158,000.00 for a total contract amount of \$3,310,882.41 to said bidder.

BACKGROUND AND DISCUSSION

In August 2012, the State of California Department of Transportation issued a Call for Projects calling on local communities to submit applications for projects that will clean and beautify local streets, tribal lands, parks, and transit centers throughout California. The new grants were part of Governor Gavin Newsom's Clean California initiative, a sweeping \$1.1 billion, multiyear clean-up effort led by Caltrans to remove trash, create thousands of jobs and engage communities to transform public spaces.

On February 1, 2022, the City submitted its application to Caltrans.

On March 9, 2022, Caltrans awarded the City \$4,767,980.00 for the Lake Dalwigk Park Improvements Project with no required local matching funds.

On September 13, 2022, the City Council passed a resolution to accept the award of the Clean California Grant and authorized the City Manager to execute the Restricted Grant Agreement (RGA) with Caltrans.

In January 2023, the City executed interagency agreements with the Greater Vallejo Recreation District (GVRD) and Vallejo Flood and Wastewater District (VFWD) to formalize roles and responsibilities related to its partnership to deliver the Lake Dalwigk Park Improvements Project.

Subject: ADOPT A RESOLUTION APPROVING PROJECT PLANS AND SPECIFICATIONS FOR THE LAKE DALWIGK PARK IMPROVEMENTS PROJECT (PROJECT NO. PW9443) AFTER FINDING THE PROJECT EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15301(c), APPROVING AND AWARDED A CONSTRUCTION CONTRACT TO GRADE TECH INC. IN THE AMOUNT OF \$3,152,882.41, INCLUDING A 5% CONTINGENCY OF \$158,000, FOR A TOTAL CONTRACT AMOUNT OF \$3,310,882.41, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

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On March 6, 2023, the City executed the RGA with Caltrans.

On March 7, 2023, Public Works issued a Request for Proposals (RFP) for professional services. The RFP solicited civil engineering design and construction management / inspection services. The City received one proposal by the April 4, 2023 deadline from Interwest Consulting Group, Inc. (Interwest). Their proposal demonstrated that they had the resources and expertise to provide the required services by qualified staff and to facilitate completion of construction of the project by the grant deadline of June 30, 2024. Their proposal offered to complete the services for \$975,601.75. On May 9, 2023, the City Council awarded a contract to Interwest for design and construction management / inspection services and on May 30, 2023, Public Works executed a Design Professional Services Agreement with Interwest to start the project.

Interwest gathered community input and worked with City Staff and its partner agencies, GVRD and VFWD, to design and engineer the improvement project within the available budget and in compliance with the grant requirements. The Plans and Specifications, prepared and completed under the direction of the City Engineer, were advertised beginning February 8, 2024 on Planet Bids for four weeks and twice in the Vallejo Times Herald in compliance with City of Vallejo Municipal Code 3.20.160 and Public Contract Code Section 20164. The Plans and Specifications are available for viewing via hyperlinks provided in Attachment 2.

The City, in partnership with GVRD and VFWD, have proposed the following improvements at Lake Dalwigk Park:

- Accessible, lighted, and paved pathways across the park connecting to the Curtola Parkway Park & Ride and the Soltrans Transit Center.
- Park bathroom restoration.
- Landscaping and irrigation.
- Traffic-calming and pedestrian safety enhancements on 5th and Lemon Streets.
- Trash receptacles.
- Playground repairs.
- Installing improved trash capture devices in the drainage to the lake.
- Implementing art and interpretive programming.
- Trash and graffiti clean-up.

Additive alternate bidding is a technique used by public agencies to achieve the maximum project scope within an available budget. Under this procedure, the agency defines its critical project scope as the “base bid” and defines additional scope as “alternate(s).” The agency further determines the basis for determining the lowest bidder. For example, it may choose to select the lowest bidder based on the lowest base bid or lowest base bid plus one or more alternates or one of other ways, as provided for in Public Contract Code Section 20103.8. Nine (9) additive alternate bids were selected for work:

- Alternate Bid No. 1 – AC Pavement Reconstruction

**Subject: ADOPT A RESOLUTION APPROVING PROJECT PLANS AND SPECIFICATIONS FOR
THE LAKE DALWIGK PARK IMPROVEMENTS PROJECT (PROJECT NO. PW9443)
AFTER FINDING THE PROJECT EXEMPT FROM ENVIRONMENTAL REVIEW
PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES
SECTION 15301(c), APPROVING AND AWARDED A CONSTRUCTION CONTRACT
TO GRADETECH INC. IN THE AMOUNT OF \$3,152,882.41, INCLUDING A 5%
CONTINGENCY OF \$158,000, FOR A TOTAL CONTRACT AMOUNT OF \$3,310,882.41,
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- Alternate Bid No. 2 – AC Grind & Overlay
- Alternate Bid No. 3. – Slurry Seal
- Alternate Bid No. 4. – Basketball Court Resurfacing
- Alternate Bid No. 5. – Basketball Equipment
- Alternate Bid No. 6. – Shade Structure (w/ Pad)
- Alternate Bid No. 7. – Additional Trash Receptacles (w/ Pad)
- Alternate Bid No. 8. – Picnic Tables
- Alternate Bid No. 9. – Playground Poured-in-Place

For this project, staff determined the selection of the low bidder would be based on the total of the base bid. On March 13, 2024, three (3) sealed bids were received, opened, and publicly read by the Deputy City Clerk. The bids, in order from lowest to highest, are shown in Attachment 3. Staff determined that GradeTech, Inc., is the lowest responsive and responsible bidder pursuant to Public Contract Code Section 20162. Staff recommends awarding a construction contract in the total amount of \$3,310,882.41, which includes the total base bid of \$3,152,882.41 and a 5% construction contingency of \$158,000.00 to said bidder.

Currently, there is insufficient project funding to cover any of the additive alternate bid items.

FISCAL IMPACT

This project is funded by the Clean CA grant obtained by the City from Caltrans. Council approved the project, including the \$4,767,980 grant, in the City's Fiscal Year 2022-23 budget on June 14, 2022, via Resolution No. 22-100. The funding / budget for PW9443: Lake Dalwigk Improvement Project is listed below.

SOURCES	BUDGET	EXPENDITURES
Fund 221: Grants / Reimbursements	\$4,767,980	
- PW9443		
Lake Dalwigk Improvements		
Project		
Pre-Construction (Engineering		(\$975,602)
Specs & Plans / Design) and		
Construction Management Services		
- includes current encumbered		
amounts		
Construction Contract		(\$3,152,882)
Construction Contingency (5%)		(\$158,000)
All other project components		(\$481,496)
(Bathroom, Art, Non-infrastructure		
items, misc.)		

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TOTALS	\$4,767,980	(\$4,767,980)
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ENVIRONMENTAL REVIEW

The Project scope of work consists of minor alterations to an existing public facility and does not expand existing uses. Accordingly, the Project is categorically exempt from the requirement for preparation of an environmental document as provided for in Section 15301(c) of the California Environmental Quality Act.

ATTACHMENTS

1.	Resolution Award Contract GradeTech Inc. CAO Stamp
2.	Attachment 1 - Construction Contract - PW9443_CAO Stamp
3.	Attachment 2 - Plans and Specs links
4.	Attachment 3 - Bid Summary
5.	Attachment 4 - Lake Dalwigk Location Map

CONTACT

Melissa Tigbao P.E., Public Works Director, (707) 648-4433

Melissa.Tigbao@cityofvallejo.net

Approved as to form:

By:  for
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING
PROJECT PLANS AND SPECIFICATIONS FOR THE LAKE DALWIGK
IMPROVEMENTS PROJECT (PROJECT NO. PW9443) AFTER FINDING THE
PROJECT EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO CALIFORNIA
ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15301(c), APPROVING
AND AWARDING A CONSTRUCTION CONTRACT TO GRADETECH INC. IN THE
AMOUNT OF \$3,152,882.41, INCLUDING A 5% CONTINGENCY OF \$158,000, FOR A
TOTAL CONTRACT AMOUNT OF \$3,310,882.41, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAME**

WHEREAS, in August 2012, the State of California Department of Transportation issued a Call for Projects calling on local communities to submit applications for projects that will clean and beautify local streets, tribal lands, parks, and transit centers throughout California; and

WHEREAS, on February 1, 2022, the City submitted its grant application to Caltrans; and

WHEREAS, on March 9, 2022, the City of Vallejo ("City") was awarded \$4,767,980 in state funding through the Clean California Grant Program with no required local matching funds; and

WHEREAS, on September 13, 2022, the City Council passed a resolution to accept the award of the Clean California Grant and authorized the City Manager to execute the Restricted Grant Agreement (RGA) with Caltrans; and

WHEREAS, in January 2023, the City executed interagency agreements with Greater Vallejo Recreation District (GVRD) and Vallejo Flood and Wastewater District (VFWD) to formalize roles and responsibilities related to its partnership to deliver the Lake Dalwigk Park Improvements Project; and

WHEREAS, on March 7, 2023, Public Works – Engineering issued a Request for Proposals (RFP) for professional services to design and prepare the Plans and Specification and manage the construction of the Lake Dalwigk Park Improvements Project; and

WHEREAS, those certain Plans and Specifications for the Lake Dalwigk Park Improvements Project (PW9443) (Project), prepared by Interwest Consulting Group, Inc. under the direction of the City Engineer of the City of Vallejo ("Plans and Specifications"), located in the City of Vallejo, County of Solano, California, have been presented to the City Council; and

WHEREAS, said Plans and Specifications may be viewed by clicking on these [Plans](#) and [Specifications](#) links respectively; and

WHEREAS, said Plans and Specifications were advertised continuously on Planet Bids for four weeks and twice in the Vallejo Times Herald beginning on March 8, 2024, in compliance with Municipal Code Section 3.20.160 and Public Contract Code Section 20164; and

WHEREAS, the City advertised for one base bid and nine additive alternate bids, which would be exercised based upon available budget; and

WHEREAS, on March 13, 2024, three sealed bids were received, opened, and publicly read by the Deputy City Clerk; and

WHEREAS, staff determined the selection of the low bidder would be based on the total of the base bid; and

WHEREAS, no additive alternate bids were selected for work at the project site; and

WHEREAS, staff determined that GradeTech, Inc. is the lowest responsive and responsible bidder with a bid in the amount of \$3,152,882.41 and recommends awarding a construction contract in the amount of \$3,310,882.41, which includes a 5% construction contingency, to said bidder; and

WHEREAS, there is adequate funding to award the Contract, including construction contingency for a total budgeted amount of \$3,310,882.41; and

WHEREAS, the proposed project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) – Existing Facilities, as the project involves a minor alteration to an existing public facility and does not expand existing uses.

NOW, THEREFORE, BE IT RESOLVED that the City Council, having reviewed the Plans and Specifications for the Lake Dalwigk Improvements Project (Project), hereby approves and adopts said Plans and Specifications for the Project; and

BE IT FURTHER RESOLVED that an invitation for bids for the Project was duly advertised.

BE IT FURTHER RESOLVED that GradeTech, Inc. of Livermore, California is determined to be the lowest responsive and responsible bidder, with a bid amount of \$3,152,882.41, and is hereby awarded a contract in the amount of \$3,310,882.41, which includes a 5% construction contingency, for the total base bid and no additive alternate bids.

BE IT FURTHER RESOLVED that all other bids to-wit:

Saboo, Inc.	\$ 5,473,394.60
Kerex Engineering, Inc.	\$ 3,710,424.00

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 GradeTech, Inc., with any modifications recommended by the City Attorney, and the City Clerk to attest the signing of that Contract.

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized to execute future contract change orders not to exceed the appropriated project budget.

Adopted by the City Council of the City of Vallejo at a special meeting held on April 1, 2024, with the following vote:

AYES:

NOES:

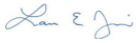
ABSENT:

ROBERT H. McCONNELL, MAYOR

ATTEST

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:



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

**CITY OF VALLEJO
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**CONTRACT
FOR
LAKE DALWIGK PARK IMPROVEMENTS PROJECT
PROJECT NO. PW9443**

THIS CONTRACT ("Contract") made and entered into this 26th day of March 2024, at Vallejo, California, by and between the City of Vallejo, a municipal corporation of the State of California, hereinafter called City, and GradeTech, Inc., 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 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 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, tax, equipment, incidentals and services for the construction

and completion of the CITY OF VALLEJO LAKE DALWIGK PARK IMPROVEMENTS PROJECT. The work includes but is not limited to:

- Developing and implementing a water pollution program;
- implementing temporary traffic control for street closures and detours;
- surveying and staking for proposed grades;
- removing and replacing sections of trail sidewalk and other concrete features;
- roadway improvements including resurfacing, traffic circles and safe crosswalks, and traffic calming devices;
- bathroom installation in coordination with the manufacturer Romtec;
- landscaping removal and replacement, including irrigation system work, and slope repairs (excavation, grading, compaction);
- playground improvements;
- installation of artwork;
- culvert repairs;
- ADA compliance work; and
- installation of stormwater trash capture device(s), signage, lighting, various utility work, and installation of other identified park improvements (e.g. drinking fountains, trash receptacles, picnic tables, benches, interpretive panels, dog waste stations, etc.).

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 specified herein and as provided for and set forth in said plans, specifications, and any addenda issued prior to the date of bid, which said plans and specifications are hereby referred to by such reference, incorporated herein and as indicated in the base bid, and made a part of this Contract.

The following documents shall constitute the Contract Documents:

- (a) This Contract:
 - (i) Exhibit A - Bid Proposal submitted on March 13, 2024 (Base Bid only);
 - (ii) Exhibit B – Insurance Requirements;
 - (iii) Exhibit C – Faithful Performance Bond;
 - (iv) Exhibit D – Payment (Labor and Materials) Bond;
 - (v) Exhibit E – Restricted Grant Agreement (Clean California Grant);
- (b) Conformed Plans, prepared by Interwest Consulting Group and entitled Construction Plan Set for Lake Dalwigk Park Improvements Project, signed and stamped by the City Engineer on February 13, 2024, and as amended by Addendum No. 1;
- (c) Conformed Specifications signed and stamped by the City Engineer on February 13, 2024, and as amended by Addendum Nos. 1, 2, and 3;
- (d) Approved Contract Change Orders, if any;
- (e) Standard Specifications of the State of California, Department of Transportation, 2023 Edition, Sections 10 through 95, all as modified herein;
- (f) City of Vallejo Standard Specifications and Standard Drawings dated December 20, 2011;
- (g) Vallejo Flood & Wastewater District Engineering Design Standards, dated July 2020, and Engineering Standard Details, dated July 2020;
- (h) 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 (h) 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.

Contractor agrees to receive and accept the prices set forth in the proposal in an amount not to exceed THREE MILLION ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED AND EIGHTY-TWO DOLLARS AND FORTY-ONE 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 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, 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.

GRADETECH INC.,
a California corporation

CITY OF VALLEJO,
a municipal corporation

By: _____
Michelle Wright

By: _____
Mike Malone
City Manager

DATE: _____

DATE: _____

ATTEST:

(City Seal)

Dawn G. Abrahamson
City Clerk

APPROVED AS TO CONTENT:

Melissa Tigbao, PE,
Public Works Director

APPROVED AS TO FORM:

Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

Armando Sarkis
Risk Manager

EXHIBIT A
BID PROPOSAL

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

BID PROPOSAL FORM

FOR THE
LAKE DALWICK PARK IMPROVEMENT PROJECT
STATE PROJECT NO. CCL-5030-071
CITY PROJECT NO. PW9443

TO: The Honorable Mayor and City Council
City of Vallejo
Vallejo, California 94590

Name of Bidder: GradeTech Inc.

Business Address: 299 W. Jack London Blvd. Livermore CA 94551

Place of Residence: 299 W. Jack London Blvd. Livermore CA 94551

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.: 628365 Expiration Date: 9-30-25

Contractor's Classification: A

Name on Contractor's License: GradeTech Inc.

DIR Registration No. 1000001918 Expiration Date: 6-30-24

City of Vallejo Business License Number: will obtain as needed upon award

Business Address: 299 W. Jack London Blvd. Livermore CA 94551

Phone: 925-401-5092 Fax: 925-397-6733

E-mail: gradetinc@SBCglobal.net

Place of Residence: 299 W. Jack London Blvd Livermore CA 94551

Phone: 925-401-5092

The work to be done, in general terms, consists of, but is not limited to:

- Pedestrian trails
- Asphalt pavement, DG, sidewalks, curbs,
- Traffic mountable speed humps,
- Playground pour in place surfacing,
- Lighted bollards, electrical, signing and stripping,
- Wayfind signage, and landscaping throughout
- All labor, tools, and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein.

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 annexed 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 annexed 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.

DETERMINATION OF THE LOWEST BID:

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

An (s) listed after a Bid Schedule description item, if any, indicates items that are considered "Specialty Items" as defined in Section 8-1.01 of the General Provisions.

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

BID SHEET

FOR THE
LAKE DALWICK PARK IMPROVEMENT PROJECT
STATE PROJECT NO. CCL-5030-071
CITY PROJECT NO. PW9443

Base Bid Items:

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
1	Mobilization & Demobilization	1	LS	\$46,000	\$ 46,000
2	Temporary Traffic Control	1	LS	\$42,500.00	\$ 42,500.00
3	Storm Water Control	1	LS	\$60,168.40	\$ 60,168.40
4	Clearing & Grubbing	1	LS	\$31,165.00	\$ 31,165.00
5	Construction Staking	1	LS	\$15,927.50	\$ 15,927.50
6A	Earthwork - Cut	804	CY	\$40.53	\$ 32,586.12
6B	Earthwork - Fill	1,343	CY	\$24.26	\$ 32,581.18
6C	Earthwork - Import	539	CY	\$60.45	\$ 32,582.55
7	Remove & Reconstruct Existing PCC Sidewalks on 5 th Street	2,200	SF	\$37.84	\$ 83,248.00
8	4" PCC Walkway, Trail, and Pads	10,543	SF	\$11.97	\$ 126,678.51
9	Decomposed Granite	13,612	SF	\$5.31	\$ 72,279.72
10	Asphalt Concrete	315	TON	\$200.79	\$ 63,248.85
11	Aggregate Base	683.5	TON	\$205.04	\$ 140,144.84
12	Utility Modification at Bridge	1	LS	\$11,500.00	\$ 11,500.00
13	4" PVC Sewer Lateral, Backflow Valve, Clean Out	1	LS	\$23,000.00	\$ 23,000.00
14	1" Water Line	1	LS	\$9,200.00	\$ 9,200.00
15	Remove & Relace Curb & Gutter	20	LF	\$115.00	\$ 2,300.00
16	Construct Reinforced Concrete Stairway per SPPWC Std. Plan 640-4, Type B	42	SF	\$115.00	\$ 4,830.00

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
17	Level & Reinforce Concrete Pad at Pedestal	1	LS	\$2,300.00	\$23,000.00
18	Adjust Utility to Grade	3	EA	\$862.50	\$2,587.50
19	Install Full Capture Screen	1	EA	\$2,875.00	\$2,875.00
20	12" HDPE Storm Drain Pipe	1	LS	\$11,040.00	\$11,040.00
21	Install Brooks Catch Basin	1	LS	\$6,900.00	\$6,900.00
22	Bioretention Basin	1	LS	\$11,500.00	\$11,500.00
23	Modification to Existing Junction Structure	1	LS	\$6,900.00	\$6,900.00
24	Remove Various Park Furnishings	1	LS	\$1,150.00	\$1,150.00
25	Hydromulch, Hydroseed, and Jute Mesh	1	LS	\$89,487.25	\$89,487.25
26	Remove Concrete Walkway, Trail, and Pads	1	LS	100,826.25	100,826.25
27	Protect Tree	1	LS	\$34,500.00	\$34,500.00
28	Relocate Existing Tree	1	EA	\$6,440.00	\$6,440.00
29	Pressure Wash Concrete	1	LS	\$2,530.00	\$2,530.00
30	Landscape Header Curbs	150	LF	\$52.58	\$7,887.00
31	Install Handrails	1	LS	\$84,177.13	\$84,177.13
32	Mulch	175	SF	\$15.03	\$2,630.25
33	Wayfinding Signs	12	EA	\$2,875.00	\$34,500.00
34	15 Gallon Tree	145	EA	\$373.75	\$54,193.75
35	1 Gallon Shrub	1,197	EA	\$20.13	\$24,095.61
36	Irrigation System	1	LS	\$236,325.00	\$236,325.00
37	Remove Tree	1	EA	\$4,025.00	\$4,025.00
38	Prune Tree Roots	1	LS	\$5,750.00	\$5,750.00
39	Benches, Backless	5	EA	\$2,875.00	\$14,375.00
40	Pet Waste Dispenser	5	EA	\$1,150.00	\$5,750.00

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
41	Picnic Tables	4	EA	\$ 2,875.00	\$ 11,500.00
42	Trash Receptables	26	EA	\$ 2,875.00	\$ 74,750.00
43	Bollards	83	EA	\$ 2,672.60	\$ 2,672.60 MW
44	Pole Lights	35	EA	\$ 7,448.55	\$ 260,699.25
45	Solar Powered Pole Lights	2	EA	\$ 6,900.00	\$ 13,800.00
46	Drinking Fountain	1	EA	\$ 9,067.75	\$ 9,067.75
47	Anti-Litter Signs	12	EA	\$ 115.00	\$ 1,380.00
48	Signing, Striping, and Pavement Markings	1	MW LS	\$ 479,501.70	\$ 479,501.70 MW
49	Rectangular Rapid Flashing Beacon (RRFB)	10	EA	\$ 12,822.50	\$ 128,225.00
50	Decorative Cobblestone	130	SF	\$ 44.23	\$ 5,749.90
51	Construct Type D-4 Mountable Curb	100	LF	\$ 69.00	\$ 6,900.00
52	Construct Decorative Concrete Mountable Truck Apron	540	SF	\$ 82.00	\$ 44,712.00
53	Truncated Dome - Existing Ramp	1	EA	\$ 575.00	\$ 575.00
54	PCC Curb Ramp at Bennett Ave & 5th St	1	LS	\$ 5,750.00	\$ 5,750.00
55	PCC Curb Ramp at Chestnut St & 5th St	1	LS	\$ 5,750.00	\$ 5,750.00
56	Engineered Wood Fiber	5,440	SF	\$ 6.22	\$ 33,836.80
64	Paint Concrete Structures	1	LS	\$ 2,300.00	\$ 2,300.00
66	Construct Reinforced Concrete Retaining Wall, Type 1 per SPPWC Std. Plan 610 (H-3'), Load Case I)	36	LF	\$ 278.30	\$ 10,018.80
67	Furnish and Install Electrical System as shown on Sheets E-1 - E-4	1	LS	\$ 253,805.00	\$ 253,805.00

BASE BID SUMMARY:

TOTAL BASE BID	\$ 3,152,882.41
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ADDITIVE ALTERNATE 1 BID SUMMARY: AC Pavement Reconstruction

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
57	AC Pavement Reconstruction	50,000	SF	\$ 15.64	\$ 782,000.00

TOTAL ADDITIVE ALTERNATE 1 BID

\$ 782,000.00

ADDITIVE ALTERNATE 2 BID SUMMARY: AC Grind & Overlay

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
58	AC Grind & Overlay	50,000	SF	\$ 3.45	\$ 172,500.00

TOTAL ADDITIVE ALTERNATE 2 BID

\$ 172,500.00

ADDITIVE ALTERNATE 3 BID SUMMARY: Slurry Seal

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
59	Slurry Seal	50,000	SF	\$ 1.61	\$ 80,500.00

TOTAL ADDITIVE ALTERNATE 3 BID

\$ 80,500.00

ADDITIVE ALTERNATE 4 BID SUMMARY: Basketball Court Resurfacing

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
60	Basketball Court Resurfacing	1	LS	\$ 34,500.00	\$ 34,500.00

TOTAL ADDITIVE ALTERNATE 4 BID

\$ 34,500.00

ADDITIVE ALTERNATE 5 BID SUMMARY: Basketball Equipment

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
61	Remove & Replace Basketball Equipment	1	LS	\$ 20,971.80	\$ 20,971.80

TOTAL ADDITIVE ALTERNATE 5 BID

\$ 20,971.80

ADDITIVE ALTERNATE 6 BID SUMMARY: Shade Structure (w/ Pad)

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
65	Install 6" PCC	374	SF	\$ 26.30	\$ 9,836.20
62	Shade Structure	1	LS	\$ 20,700.00	\$ 20,700.00

TOTAL ADDITIVE ALTERNATE 6 BID

\$ 30,536.20

ADDITIVE ALTERNATE 7 BID SUMMARY: Trash Receptacles (w/ Pad)

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
8*	4" PCC Walkway, Trail, and Pads	13	SF	\$ 11.97	\$ 155.61
42*	Trash Receptables	2	EA	\$ 2,875.00	\$ 5,750.00

*Unit Cost for Bid Items 8 and 42 in Additive Alternate 7 must match Unit Cost for Bid Items 8 and 42 in Base Bid.

TOTAL ADDITIVE ALTERNATE 7 BID

\$ 5,905.61

ADDITIVE ALTERNATE 8 BID SUMMARY: Picnic Tables

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
41*	Picnic Tables	4	EA	\$ 11,500.00 2,875.00	\$ 11,500.00

*Unit Cost for Bid Item 41 in Additive Alternate 8 must match Unit Cost for Bid Item 41 in Base Bid.

TOTAL ADDITIVE ALTERNATE 8 BID

\$ 11,500.00

ADDITIVE ALTERNATE 9 BID SUMMARY: Playground Poured in Place

TABLE OF ESTIMATED ITEMS OF CONSTRUCTION					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
63	Playground Poured-in-Place	1	LS	\$ 97,750.00	\$ 97,750.00

TOTAL ADDITIVE ALTERNATE 9 BID

\$ 4,389,046.02

BIDDER'S SIGNATURE Michelle Wright

PRINTED NAME Michelle Wright

TITLE VICE PRES.

Prime Contractor Self Perform requirement is 50% (exclusive of specialty items).

The Contract, if it is awarded, shall be awarded to the Contractor submitting the lowest Total Bid that complies with these Contract Documents.

In case of discrepancy between the unit prices and the total amount, the unit prices 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 the 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 **exactly** off by a 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 Sheet must be filled out completely. An incomplete Bid Sheet is grounds for bid reject.

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.

The bidder agrees that if the bidder is selected as the apparent lowest responsive 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 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 he/she/it has not accepted any bid from any subcontractor or vendor

GradeTech Inc.
299 W. Jack London Blvd
Livermore, CA 94551
(925) 401-5092 Office
(925) 397-6733 Fax

CERTIFICATION OF SECRETARY OF CORPORATE RESOLUTION

At the meeting of the Directors of GradeTech Inc. a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on July 17, 1991 at which a quorum was adopted to wit:

Resolved, that Michelle Wright Vice President is hereby authorized to sign contracts/agreements in the name of and on behalf of GradeTech Inc.

I, Sam Rivinius President of GradeTech Inc. do hereby certify that I am the President of said corporation and that the above is full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on July 17, 1991 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

Date:

8/20/23

Sincerely,



Sam Rivinius
President



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 Bidder's Bond

(In an amount of ten percent (10%) of the total bid)

NOTICE: Insert the words CASH (\$ Bidders Bond), 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 legal name of corporation and state where incorporated, also names of the President, Secretary, Treasurer, and Manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

GradeTech Inc. of California

Sam Rivinius - Pres, Sect, Tres.

Michelle Wright - Vice Pres.

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.: 628365

Sign Here: Michelle Wright V.P.

Michelle Wright
(Printed or typed name of Bidder)

Dated: 3/13/24

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.

BID BOND

THAT we, **GradeTech, Inc.**

as Surety, are held and firmly bound unto the City of Vallejo, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Vallejo, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, administrators, and executors and successors, jointly and severally, firmly by these presents; in the sum of:

\$ Ten Percent of Bid Amount

WHEREAS, the Principal has submitted the above-mentioned bid to the City of Vallejo, for certain construction specifically described as follows, for which bids are to be opened at Vallejo, California, on March 13, 2024, for the Lake Dalwigk Park Improvement Project in which the work generally consists of, but is not limited to:

- NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City of Vallejo, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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 attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 8th day
of March, 2024.

GradeTech, Inc.

Michelle Wright V.P.

Michelle Wright

Principal

Great American Insurance Company

[Signature]

Marko John Trapani, Jr., Attorney-in-Fact

Surety

Address 1255 Treat Boulevard, Suite 810
Walnut Creek, CA 94597

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 21277

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
LINDA G. LIPSIUS	ALL OF	ALL
JOE LONGWELLO	SAN JOSE, CALIFORNIA	\$100,000,000
MARKO JOHN TRAPANI, JR.		
BILL FRANGIEH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **24TH** day of **MARCH**, 2022.

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **24TH** day of **MARCH**, 2022

MARK VICARIO (877-377-2405)

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **8th** day of **March**, 2024



My L C. B.

Assistant Secretary

ACKNOWLEDGMENT

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

State of California

County of Santa Clara

On March 8, 2024 before me, Maureen Ghinazzi, a Notary Public
(insert name and title of the officer)

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

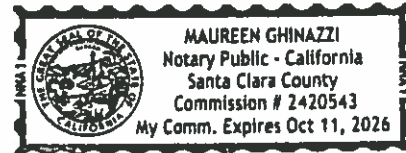
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Maureen Ghinazzi

(Seal)



Bid Bond: City of Vallejo

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CONTRACTOR QUALIFICATIONS

This form must be completed, signed by bidder, and submitted to City of Vallejo with bidder's bid. Failure to complete, sign and submit 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 \$1,000,000 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 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 VICE PRES. (insert title) of bidder herein, declare that bidder meets all of the minimum criteria set forth above.

Michelle Wright V.P.
Signature

Michelle Wright
Print Name

3/13/24
Date

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DESIGNATION OF SUBCONTRACTORS

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 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 drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, or ten thousand dollars (\$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.

The Engineer shall use the Designation of Subcontractors form to determine the percentage of contract work amount performed by the contractor. *(All subcontractors listed in Section 25, Exhibit 15-G Local Agency Bidder DBE Commitment, of the Special Provisions must be listed here in the Designation of Subcontractors.)*

NOTE: PRIME CONTRACTOR SELF PERFORM REQUIREMENT IS 30% (exclusive of specialty items).

NAME	LOCATION BUSINESS	CA CONTR. LICENSE NO.	CA DIR REGIST. NO.	DESCRIPTION OF SUB WORK	BID ITEMS	DBE (Y/N)	DBE CERT. NO.	DOLLAR AMOUNT OF SUB WORK (\$\$\$)
Graham Contractors INC.	San Jose CA	315189	1000898576	Slurry Seal	59	N		57,500.00
Superior Hydroseed	Watsonville CA	683292	100009317	Hydroseed	25	Y	1183	77,815.00
Aniborn Structural Steel INC.	Santa Rosa CA	854244	100001519	Handrails	31	N		67,000.00
All Sport America INC.	MARTINEZ PACHECO MW CA	497582	100000106	Basketball Coating	60	N		28,850.00

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

NAME	LOCATION BUSINESS	OF	CA CONTR. LICENSE NO.	CA DIR REGIST. NO.	DESCRIPTION OF SUB WORK	BID ITEMS	DBE (Y/N)	DBE CERT. NO.	DOLLAR AMOUNT OF SUB WORK (\$\$\$)
playgrounds unlimited	santa clara CA		756794	100008376 100008376	rubberized pour in place	63	N		77,110.00
Asphalt Impressions	sacramento CA		900385	100002092 100002092	decorative thermoplastic	48 partial	N		135,182.40
Tri-Valley striping	Knightsen CA		850528	100000653 100000653	sign stripe	48 partial	Y	41297	278,800.00
MARINA Landscape	Lathrop CA		492862	100006079 100006079	landscape	32.34.35. 36.28	N		254,382.00
NBE	Novato CA		111449	1001131257 1001131257	electrical	43.44.45. 49.67	N		773,787.00

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder GradeTech Inc., proposed

subcontractor _____, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Michelle Wright V.P.
BIDDER'S SIGNATURE
Michelle Wright

3/13/24
DATE

LAKE DALWICK PARK IMPROVEMENT PROJECT
STATE PROJECT NO. CCL-5030-071
CITY PROJECT NO. PW9443

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NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the City of Vallejo Department of Public Works

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 13 day of MARCH, 2024 at LIVERMORE, California.

Signed: Michelle Wright
Michelle Wright - V.P.

Title: VICE PRES

License Number
and Classification: 628365 A

Expiration Date: 9-30-25

LAKE DALWIGK PARK IMPROVEMENT PROJECT
STATE PROJECT NO. CCL-5030-071
CITY PROJECT NO. PW9443

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DEBARMENT AND SUSPENSION CERTIFICATION

(TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions

Michelle Wright V.P.
BIDDER'S SIGNATURE
Michelle Wright

3/13/24
DATE

LAKE DALWIGK PARK IMPROVEMENT PROJECT
STATE PROJECT NO. CCL-5030-071
CITY PROJECT NO. PW9443

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NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Michelle Wright V.P.
BIDDER'S SIGNATURE
Michelle Wright

3/13/24
DATE

LAKE DALWIGK PARK IMPROVEMENT PROJECT
STATE PROJECT NO. CCL-5030-071
CITY PROJECT NO. PW9443

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FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the Proposal. Standard Form – LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

We Do Not Lobby

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- ☐ a. initial
b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- ☐ Prime ☐ Subawardee
Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

13. Type of Payment (check all that apply)

- ☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

12. Form of Payment (check all that apply):

- ☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☒

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Michelle Wright

Print Name: Michelle Wright

Title: VICE PRES.

Telephone No: 925-401-5092 Date: 3-13-24

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. Or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial

(MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

NONDISCRIMINATION CLAUSE

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 their 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 their 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.

The 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.

Michelle Wright V.P.
BIDDER'S SIGNATURE
Michelle Wright

3/13/24
DATE

LAKE DALWIGK PARK IMPROVEMENT PROJECT
STATE PROJECT NO. CCL-5030-071
CITY PROJECT NO. PW9443

EXHIBIT B

INSURANCE REQUIREMENTS

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. 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 **\$3,000,000** 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. **Builder's Risk** (or Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name the **City of Vallejo** as a **loss payee** as their interest may appear.
5. **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:

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.

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 C

FAITHFUL PERFORMANCE BOND

**CITY OF VALLEJO
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION**

FAITHFUL PERFORMANCE BOND

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 penal 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, and successors, jointly and severally, firmly by these presents as herein above provided.

THAT WHEREAS, the Principal has entered into a contract with said City for the construction of:

CITY OF VALLEJO LAKE DALWICK PARK IMPROVEMENTS PROJECT (PW9443)

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.

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument

under their several seals this _____ day of _____, 2024. 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: (_____) _____ Fax 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

EXHIBIT D

PAYMENT (LABOR AND MATERIALS) BOND

**MJSYTUMYCITY OF VALLEJO
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION**

PAYMENT (LABOR AND MATERIALS) BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that whereas, 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:

CITY OF VALLEJO LAKE DALWICK PARK IMPROVEMENTS PROJECT (PW9443)

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, _____

as Principal and _____,

as Surety, are held firmly bound unto the City of Vallejo, a municipal corporation, hereinafter called City, in the penal 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, and successors, 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 Title 15, Part 4, Third Division of the Civil Code of the State of California, commencing with Section 3082, 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, or Sureties, hereon will pay the same in an amount not exceeding the sum specified in his/her or its bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee 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 3181 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 bounden parties have executed this Instrument under several seals this _____ day of _____, 2024. The name and Corporate Seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PRINCIPAL:

SURETY:

SURETY INFORMATION:

Contact Person: _____

Name of Company: _____

Address: _____

Telephone: (_____) _____ Fax 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

EXHIBIT E

RESTRICTIVE GRANT AGREEMENT

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the City of Vallejo, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the Lake Dalwigk Park Improvements project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).
California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23 ¹	 \$1,191,995.00 \$3,575,985.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	Total Project Costs	\$4,767,980.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		05/03/2022	\$4,767,980.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Mark Helmbrecht, (707) 645-2601.
- b. **CALTRANS'** Contract Manager is Linda Phoen, (408) 595-4007. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Vallejo

Attention: Mark Helmbrecht, Transportation Program Superintendent
 Phone Number: (707) 645-2601
 Email: mark.helmbrecht@cityofvallejo.net
 Address: 555 Santa Clara St, Vallejo, CA 94590

California Department of Transportation

District 4, Maintenance

Attention: Linda Phoen, Acting Senior Transportation Engineer

Phone Number: (408) 595-4007

Email: linda.phoen@dot.ca.gov

Address: 111 Grand Ave, Oakland, CA 94612

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$4,767,980.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS Contract Manager** at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>. Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 13.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, 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.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III– Payment and Invoicing, Item 14(e)(4), above**.

- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III—Payment and Invoicing, Item 14c, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
- 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
- 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

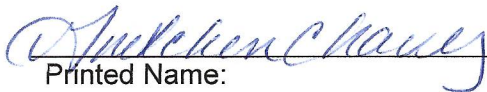
- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF VALLEJO

By:



Printed Name:

Gretchen Chavez

Title:

Office Chief
Clean California Local Grant Program
Division of Local Assistance

Date:

3/2/23

By:

DocuSigned by:



Printed Name:

Mike Malone

Title:

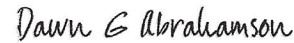
City Manager

Date:

2/21/2023

Attested By:

DocuSigned by:



Printed Name:

Dawn Abrahamson

Title:

City Clerk

Date:

2/21/2023

Approved as to Form:

DocuSigned by:



E455160E392E47A...

Veronica Nebb, City Attorney

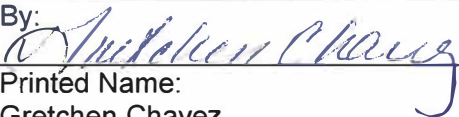
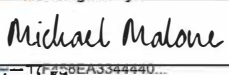
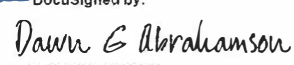
**Clean California Local Grant Program (State)
 Amendment to Grant Application
 Amendment Number_1_ ("Amendment")**

This Amendment will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later, and it amends the Grant Application submitted by (CITY OF VALLEJO), hereinafter referred to as **AGENCY**, as set forth below:

Application

Section	Original Text	Amended Text
Att B, Entirety		Replaced Attachment B in its entirety with version dated 6/1/2022 to provide greater clarity and detail for lump sum items

In Witness Whereof, the parties hereto have executed this Amendment Number _1_ to the Grant Application on the day and year first herein above written:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	CITY OF VALLEJO
By: 	By:  DocuSigned by: 11F558EA3344440...
Printed Name: Gretchen Chavez	Printed Name: Mike Malone
Title: Office Chief Clean California Local Grant Program Division of Local Assistance	Title: City Manager
Date: 3/2/23	Date: 2/27/2023
	Approved as to Form:  DocuSigned by: E455100E392E47A...
	Printed Name: Veronica A.F. Nebb
	Title: City Attorney
	Date: 2/22/2023
	Attest:  DocuSigned by: 1489DDA6895D425...
	Dawn G Abrahamson, City Clerk

INSTRUCTIONS

Do NOT input values in gray cells. Those cells are formula-driven and will automatically update.

Please be advised that the CCLGP cannot fund cost increases or overruns. The project sponsor or grant recipient is responsible for any cost increases or overruns. The workplan estimates must be as accurate as possible.

Exhibit 25-R: Non-Infrastructure Work Plan Estimates

1. **Date:** Insert today's date
2. **Implementing Agency Name:** Insert name of agency that will be implementing the project.
3. **Project Title:** Enter the title for entire project included in the application.
4. **Project Description:** Provide brief project description.
(Ex.: Conduct bicycle and pedestrian safety education, encouragement and traffic safety enforcement near schools.)

Task Details

Tasks are primary elements of a project. Provide a "Task Detail" table for each. (Task A, Task B, Task C, etc.)

- 5a. **Task Name:** Provide name of Task
- 5b. **Task Summary:** Provide a brief Task description for the various components to be completed in your project.

Activities and Deliverables

List all associated Activities for each task and all corresponding deliverables for each activity.

- Start Date and End Date:** Provide a start and end date for each Task Activity. (Month - Year)
- 6a. **Activities:** List all activities that will be completed in each Task.
 - 6b. **Deliverables:** List all of the corresponding deliverables for each activity listed.

Staff Costs

- 7a. **Staff Time (Agency):** List all agency staff title/position(s) that will work on this task. If more than one Agency, indicate staff & Agency Affiliation in each staff position.
(Example: Party 1 - Program Manager, LA Schools).
Select CCLGP or In-kind: Select the fund source (CCLGP or In-kind) that will pay for each staff position. In-kind refers to local funds, donations, or any other funding source that will not be reimbursed by the CCLGP.
Staff Hours: Provide the total number of estimated hours for each party listed.
Rate Per Hour: Provide the rate per hour of each party listed.
Subtotal Agency Costs: Leave Blank - This is automatically calculated.
- 7b. **Staff Time (Consultant):** Consultants do not have to identify the staff positions. For each consultant listed include an identifier to distinguish the work that the consultant will perform.
(Example: Part 2 - Consultant: Bike Safety Training)
Select CCLGP or In-kind: Select the fund source (CCLGP or In-kind) that will pay for each staff position. In-kind refers to local funds, donations, or any other funding source that will not be reimbursed by the CCLGP.
Staff Hours: Provide the total number of estimated hours for each party listed.
Rate Per Hour: If using a Consultant to perform the work, list the estimated Consultant cost/hr. or include an overall cost for that work. (Put "1" in Staff Hours and the "overall cost amount" in Rate Per Hour)
Subtotal Consultant Costs: Leave Blank - This is automatically calculated.
- 7c. **Total Staff Costs:** Leave Blank - The Total Staff Cost is automatically calculated.

Indirect Costs

Only fill out this section if asking for indirect costs to be reimbursed through CCLGP.

Agencies should have an approved Indirect Cost Allocation Plan (ICAP) agreement with Caltrans.

Local agencies without an approved ICAP may request the approval of a "provisional ICAP rate" from the Caltrans Audits and Investigations (A&I) unit. Upon receiving an Acceptance Letter from Caltrans A&I, the local agencies will be allowed to invoice for their indirect costs using this "provisional rate" until A&I has completed the review of the local agencies ICAP proposal.

- 8a. **Approved ICAP:** Select the box if the implementing agency has an approved ICAP
- 8b. **Rate:** Input the "provisional rate" or the approved rate.
- 8c. **CCLGP Indirect Costs:** Input your own calculation of the rate by the cost to get the indirect rate.

Task Notes

9. **Task Notes:** Provide any additional information that will clarify the work to be conducted under this task.
Describe the who, what, when and where of your project. Attach an additional sheet if needed.

Other Costs

You must click the link provided to direct you to the Itemized Other Costs section.

Note: An itemized cost estimate for each of the following categories, if applicable, must be provided.

For each item select the fund source (CCLGP or In-kind) that will pay for each staff position. In-kind refers to local funds, donations, or any other funding source that will not ask for reimbursement by the CCLGP.

The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:

- 10a. **Travel:** Total cost of Travel; if applicable
- 10b. **Equipment:** Total cost of Equipment(s); if applicable
- 10c. **Supplies/Materials:** Total cost of Supplies/Materials; if applicable
- 10d. **Incentives:** Total cost of Incentives; if applicable
- 10e. **Other Direct Costs:** Additional other direct costs; if applicable
- 10f. Provide any additional Other Direct Costs; if applicable
- 10g. **Total Other Costs:** Leave Blank - This is automatically calculated from Other Cost information provided.

Task Grand Total

11. **Task Grand Total:** Leave Blank - This is automatically calculated from the information provided under this task.
12. **CCLGP Grand Total:** Leave Blank - This is automatically calculated from the information provided under this task.

Non-Infrastructure Cost Proposal Work Plan Estimates

Fill in the following items:

Date: (1)	31-Jan-22
Implementing Agency Name: (2)	City of Vallejo
Project Title: (3)	Lake Dalwigk Park Improvements
Project Description: (4)	The City of Vallejo proposes to beautify and improve Lake Dalwigk Park by replacing pathways with ADA compliant pathways, installing lights, a restroom, a shade structure, and waste collection stations, and planting drought-tolerant landscape. There will also be an educational connected to interpretation signs.

Enter information in each Task Tab, as it applies (Task A, Task B, Task C, Task D, etc.)

For Department use only

You will not be able to fill in the following items. Items will auto-populate once you've entered all "Task" tabs that apply:

Task Summary:

Click the links below to navigate to "Task Details" tabs:	Enter the Task Name from Each Itemized Task		
Task	Task Name	Total CCLGP \$	Total Cost \$
Task "A"	Lake Dalwigk Clean-up	\$6,468	\$6,468
Task "B"	Digital Education Program	\$55,875	\$55,875
Task "C"	In-ground Trash Capture Device Maintenance	\$2,380	\$2,380
Task "D"	Ditch Cleaning	\$1,400	\$1,400
Task "E"	Graffiti Removal	\$72,000	\$72,000
Task "F"	Ribbon Cutting Ceremony	\$2,500	\$2,500
Task "G"		\$0	\$0
Task "H"		\$0	\$0
Task "I"		\$0	\$0
Task "J"		\$0	\$0
Total for all Tasks		\$140,623	\$140,623

TASK "A" DETAIL ESTIMATE						
Task Name (5a):		Lake Dalwigk Clean-up				
Task Summary (5b):		Clean-up event around Lake Dalwigk perimeter and VME channel.				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	Jun-22	Jun-22	Dalwigk Perimeter + VME Channel Cleaning	Litter abatement		
2.	Sep-22	Sep-22	Dalwigk Perimeter + VME Channel Cleaning	Litter abatement		
3.	Dec-22	Dec-22	Dalwigk Perimeter + VME Channel Cleaning	Litter abatement		
4.	Mar-23	Mar-23	Dalwigk Perimeter + VME Channel Cleaning	Litter abatement		
5.	Jun-23	Jun-23	Dalwigk Perimeter + VME Channel Cleaning	Litter abatement		
6.	Sep-23	Sep-23	Dalwigk Perimeter + VME Channel Cleaning	Litter abatement		
7.	Dec-23	Dec-23	Dalwigk Perimeter + VME Channel Cleaning	Litter abatement		
8.	Mar-24	Mar-24	Dalwigk Perimeter + VME Channel Cleaning	Litter abatement		
9.	Jun-24	Jun-24	Dalwigk Perimeter + VME Channel Cleaning	Litter abatement		
10.						
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -	Vallejo Flood and Wastewater District		90	\$70.00	\$6,300	
Party 2 -						
Party 3 -						
Party 4 -						
Party 5 -						
Party 6 -						
Subtotal Agency Costs:					\$6,300	
					\$0	
					\$0	
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 -						
Party 2 -						
Party 3 -						
Subtotal Consultant Costs:					\$0	
					\$0	
					\$0	
Total Staff Costs (Agency & Consultant) (7c):					\$6,300	
Indirect Costs (8)						
Approved ICAP/ ICRP (8a)?	☐	If Approved ICAP/ ICRP box is checked, provide Rate (8b):				
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
					Total \$	
To fill out an itemized cost for each "Other Cost", use Tab Task A "OC".					Travel (10a):	\$0
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$168
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$168
					TASK GRAND TOTAL (11):	\$6,468

Task "A" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
				Total Travel Costs:		
				\$0		

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
				Total Equipment Costs:		
				\$0		

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1. consumables (trash bags, nitrile gloves)		10	\$16.80	\$168		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$168	\$0	\$0
				Total Supplies/Materials Costs:		
				\$168		

Task "A" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.	Pickup truck	In-kind	2	\$180		
2.	Dump fee	In-kind	2	\$75		
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		

TASK "B" DETAIL ESTIMATE						
Task Name (5a):		Digital Education Program				
Task Summary (5b):		A digital education program will be implemented by connecting the public to the Park's historical, cultural, and environmental history. Durable signs will be displayed around the park with QR codes that lead participants through a digital storytelling journey.				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	Jun-22	Jun-23	Create digital content	Accessible educational walking tour program		
2.	Jun-22	Jun-23	Signage creation	Create signage with QR codes to online content		
3.	Jun-22	Jun-22	Signage installation	Install signage with QR codes to online content		
4.						
5.						
6.						
7.						
8.						
9.						
10.						
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	Local Cash Match Total \$
Party 1 -	Solano Resource Conservation District		40	\$46.88	\$1,875	
Party 2 -						
Party 3 -						
Party 4 -						
Party 5 -						
Party 6 -						
Subtotal Agency Costs:					\$1,875	\$0
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	Local Cash Match Total \$
Party 1 -	Digital Media/GIS		100	\$170.00	\$17,000	
Party 2 -	Native American Representative		100	\$170.00	\$17,000	
Party 3 -	Environmental Specialist		100	\$170.00	\$17,000	
Subtotal Consultant Costs:					\$51,000	\$0
Total Staff Costs (Agency & Consultant) (7c):						\$52,875
Indirect Costs (8)						
Approved ICAP/ ICRP (8a)?	☐	If Approved ICAP/ ICRP box is checked, provide Rate (8b):				
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
To fill out an itemized cost for each "Other Cost", use Tab Task B "OC".					Total \$	
					Travel (10a):	\$0
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$3,000
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$3,000
TASK GRAND TOTAL (11):					\$55,875	

Task "B" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Travel Costs:				\$0		

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Equipment Costs:				\$0		

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1. Interpretive signs		5	\$600	\$3,000		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$3,000	\$0	\$0
Total Supplies/Materials Costs:				\$3,000		

Task "B" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		

TASK "C" DETAIL ESTIMATE						
Task Name (5a):		In-ground Trash Capture Device Maintenance				
Task Summary (5b):		In-ground trash capture device maintenance.				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	Jun-22	Jun-22	Trash capture device emptying and reinstallation	Lake Dalwigk Litter Abatement		
2.	Dec-22	Dec-22	Trash capture device emptying and reinstallation	Lake Dalwigk Litter Abatement		
3.	Jun-23	Jun-23	Trash capture device emptying and reinstallation	Lake Dalwigk Litter Abatement		
4.	Dec-23	Dec-23	Trash capture device emptying and reinstallation	Lake Dalwigk Litter Abatement		
5.						
6.						
7.						
8.						
9.						
10.						
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	Local Cash Match \$
Party 1 -						
Party 2 -						
Party 3 -						
Party 4 -						
Party 5 -						
Party 6 -						
Subtotal Agency Costs:					\$0	\$0
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	Local Cash Match \$
Party 1 -	New Image - Cleanup Contractor		34	\$70.00	\$2,380	
Party 2 -						
Party 3 -						
Subtotal Consultant Costs:					\$2,380	\$0
Total Staff Costs (Agency & Consultant) (7c):					\$2,380	
Indirect Costs (8)						
Approved ICAP/ ICRP (8a)?		☐	If Approved ICAP/ ICRP box is checked, provide Rate (8b):			
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
To fill out an itemized cost for each "Other Cost", use Tab Task C "OC".					Total \$	
					Travel (10a):	\$0
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$0
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$0
TASK GRAND TOTAL (11):					\$2,380	

Task "C" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Travel Costs:				\$0		

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Equipment Costs:				\$0		

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Supplies/Materials Costs:				\$0		

Task "C" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		

TASK "D" DETAIL ESTIMATE						
Task Name (5a):		Ditch Cleaning				
Task Summary (5b):		Clean-up ditch on Lemon St. North and South of 6th street				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	Jun-22	Jun-22	Lemon St, Ditch cleaning (North)	Lake Dalwigk Park Litter Abatement		
2.	Jun-22	Jun-22	Lemon St, Ditch cleaning (South)	Lake Dalwigk Park Litter Abatement		
3.	Dec-23	Dec-23	Lemon St, Ditch cleaning (North)	Lake Dalwigk Park Litter Abatement		
4.	Dec-23	Dec-23	Lemon St, Ditch cleaning (South)	Lake Dalwigk Park Litter Abatement		
5.						
6.						
7.						
8.						
9.						
10.						
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 - Vallejo Flood and Wastewater District						
Party 2 -						
Party 3 -						
Party 4 -						
Party 5 -						
Party 6 -						
Subtotal Agency Costs:				\$0	\$0	
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	
Party 1 - New Image - Contractor			20	\$70.00	\$1,400	
Party 2 -						
Party 3 -						
Subtotal Consultant Costs:				\$1,400	\$0	
Total Staff Costs (Agency & Consultant) (7c):					\$1,400	
Indirect Costs (8)						
Approved ICAP/ ICRP (8a)?		☐	If Approved ICAP/ ICRP box is checked, provide Rate (8b):			
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
					Total \$	
To fill out an itemized cost for each "Other Cost", use Tab Task D "OC".					Travel (10a):	\$0
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$0
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$0
					TASK GRAND TOTAL (11):	\$1,400

Task "D" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	InKind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
SubTotals:				\$0	\$0	\$0
Total Travel Costs:				\$0		

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	InKind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
SubTotals:				\$0	\$0	\$0
Total Equipment Costs:				\$0		

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	InKind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
SubTotals:				\$0	\$0	\$0
Total Supplies/Materials Costs:				\$0		

Task "D" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	InKind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
SubTotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	InKind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
SubTotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	InKind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
SubTotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		

TASK "E" DETAIL ESTIMATE					
Task Name (5a):		Graffiti Removal			
Task Summary (5b):		Graffiti Removal			
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):	
1.	Jun-22	Jun-24	Graffiti Removal	Graffiti removal	
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Staff Costs (7):					
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -	Greater Vallejo Recreation District		1,000	\$70.00	\$70,000
Party 2 -					
Party 3 -					
Party 4 -					
Party 5 -					
Party 6 -					
Subtotal Agency Costs:					\$70,000
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -					
Party 2 -					
Party 3 -					
Subtotal Consultant Costs:					\$0
Total Staff Costs (Agency & Consultant) (7c):			\$70,000		
Indirect Costs (8)					
Approved ICAP/ ICRP (8a)?	☐	If Approved ICAP/ ICRP box is checked, provide Rate (8b):			
Task Notes (9):					
Other Costs (10):					
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:					
					Total \$
To fill out an itemized cost for each "Other Cost", use Tab Task E "OC".					
Travel (10a):					\$0
Equipment (10b):					\$0
Supplies/Materials (10c):					\$2,000
Incentives (10d):					\$0
Other Direct Costs (10e):					\$0
Additional Other Direct Costs (10f):					\$0
Subtotals:					\$2,000
TASK GRAND TOTAL (11):					\$72,000

Task "E" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
				Total Travel Costs:		\$0

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
				Total Equipment Costs:		\$0

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1. Cleaning solution and anti-graffiti coatings	ATP	40	\$50	\$2,000		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$2,000	\$0	\$0
				Total Supplies/Materials Costs:		\$2,000

Task "E" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		

TASK "F" DETAIL ESTIMATE						
Task Name (5a):		Ribbon Cutting Ceremony				
Task Summary (5b):		The City will invite local elected officials, community members, service groups, and media outlets to the ceremony. The agenda will include brief speeches from City Staff and Elected officials before photos a self-guided tour of the area, and a joint volunteer event. Light refreshments will be provided. Public Engagement materials will be posted on the City website, social media accounts, through participating agency and volunteer group social media sites and newsletters, and at the Park.□				
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):		
1.	May-24	May-24	Content Creation	Event Preparation		
2.	Jun-24	Jun-24	Event	Ribbon Cutting Ceremony		
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
Staff Costs (7):						
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$	Local Cash Match \$
Party 1 -	City of Vallejo				\$1,500	
Party 2 -						
Party 3 -						
Party 4 -						
Party 5 -						
Party 6 -						
Subtotal Agency Costs:					\$1,500	\$0
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$	Local Cash Match \$
Party 1 -						
Party 2 -						
Party 3 -						
Subtotal Consultant Costs:					\$0	\$0
Total Staff Costs (Agency & Consultant) (7c):					\$1,500	
Indirect Costs (8)						
Approved ICAP/ ICRP (8a)?	☐	If Approved ICAP/ ICRP box is checked, provide Rate (8b):				
Task Notes (9):						
Other Costs (10):						
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:						
To fill out an itemized cost for each "Other Cost", use Tab Task F "OC".					Total \$	
					Travel (10a):	\$0
					Equipment (10b):	\$0
					Supplies/Materials (10c):	\$1,000
					Incentives (10d):	\$0
					Other Direct Costs (10e):	\$0
					Additional Other Direct Costs (10f):	\$0
					Subtotals:	\$1,000
TASK GRAND TOTAL (11):					\$2,500	

Task "F" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Travel Costs:				\$0		

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Equipment Costs:				\$0		

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1. Refreshments		1	\$1,000	\$1,000		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$1,000	\$0	\$0
Total Supplies/Materials Costs:				\$1,000		

Task "F" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		

TASK "G" DETAIL ESTIMATE					
Task Name (5a):					
Task Summary (5b):					
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Staff Costs (7):					
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -					
Party 2 -					
Party 3 -					
Party 4 -					
Party 5 -					
Party 6 -					
Subtotal Agency Costs:				\$0	\$0
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -					
Party 2 -					
Party 3 -					
Subtotal Consultant Costs:				\$0	\$0
Total Staff Costs (Agency & Consultant) (7c):					\$0
Indirect Costs (8)					
Approved ICAP/ ICRP (8a)?	☐	If Approved ICAP/ ICRP box is checked, provide Rate (8b):			
Task Notes (9):					
Other Costs (10):					
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:					
					Total \$
To fill out an itemized cost for each "Other Cost", use Tab Task G "OC".					
Travel (10a):					\$0
Equipment (10b):					\$0
Supplies/Materials (10c):					\$0
Incentives (10d):					\$0
Other Direct Costs (10e):					\$0
Additional Other Direct Costs (10f):					\$0
Subtotals:					\$0
TASK GRAND TOTAL (11):					\$0

Task "G" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Travel Costs:				\$0		

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Equipment Costs:				\$0		

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Supplies/Materials Costs:				\$0		

Task "G" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		

TASK "H" DETAIL ESTIMATE					
Task Name (5a):					
Task Summary (5b):					
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Staff Costs (7):					
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -					
Party 2 -					
Party 3 -					
Party 4 -					
Party 5 -					
Party 6 -					
Subtotal Agency Costs:				\$0	\$0
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -					
Party 2 -					
Party 3 -					
Subtotal Consultant Costs:				\$0	\$0
Total Staff Costs (Agency & Consultant) (7c):					\$0
Indirect Costs (8)					
Approved ICAP/ ICRP (8a)?	☐	If Approved ICAP/ ICRP box is checked, provide Rate (8b):			
Task Notes (9):					
Other Costs (10):					
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:					
					Total \$
To fill out an itemized cost for each "Other Cost", use Tab Task H "OC".					
Travel (10a):					\$0
Equipment (10b):					\$0
Supplies/Materials (10c):					\$0
Incentives (10d):					\$0
Other Direct Costs (10e):					\$0
Additional Other Direct Costs (10f):					\$0
Subtotals:					\$0
TASK GRAND TOTAL (11):					\$0

Task "H" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Travel Costs:				\$0		

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Equipment Costs:				\$0		

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Supplies/Materials Costs:				\$0		

Task "H" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		

TASK "I" DETAIL ESTIMATE					
Task Name (5a):					
Task Summary (5b):					
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Staff Costs (7):					
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -					
Party 2 -					
Party 3 -					
Party 4 -					
Party 5 -					
Party 6 -					
Subtotal Agency Costs:				\$0	\$0
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -					
Party 2 -					
Party 3 -					
Subtotal Consultant Costs:				\$0	\$0
Total Staff Costs (Agency & Consultant) (7c):					\$0
Indirect Costs (8)					
Approved ICAP/ ICRP (8a)?	☐	If Approved ICAP/ ICRP box is checked, provide Rate (8b):			
Task Notes (9):					
Other Costs (10):					
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:					
To fill out an itemized cost for each "Other Cost", use Tab Task I "OC".					Total \$
					Travel (10a):
					Equipment (10b):
					Supplies/Materials (10c):
					Incentives (10d):
					Other Direct Costs (10e):
					Additional Other Direct Costs (10f):
					Subtotals:
					TASK GRAND TOTAL (11):

Task "I" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Travel Costs:				\$0		

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Equipment Costs:				\$0		

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Supplies/Materials Costs:				\$0		

Task "I" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		

TASK "J" DETAIL ESTIMATE					
Task Name (5a):					
Task Summary (5b):					
	Start Date	End Date	Task Activities (6a):	Deliverables (6b):	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Staff Costs (7):					
Staff Time (Agency) (7a):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -					
Party 2 -					
Party 3 -					
Party 4 -					
Party 5 -					
Party 6 -					
Subtotal Agency Costs:				\$0	\$0
Staff Time (Consultant/Subcontractor) (7b):			Staff Hours	Rate Per Hour	CCLGP Total \$
Party 1 -					
Party 2 -					
Party 3 -					
Subtotal Consultant Costs:				\$0	\$0
Total Staff Costs (Agency & Consultant) (7c):					\$0
Indirect Costs (8)					
Approved ICAP/ICRP (8a)?	☐	If Approved ICAP/ICRP box is checked, provide Rate (8b):			
Task Notes (9):					
Other Costs (10):					
You will not be able to fill in the following items. The totals for each "Other Costs" category listed below will automatically calculate from information entered in the itemized other costs section:					
					Total \$
To fill out an itemized cost for each "Other Cost", use Tab Task J "OC".					
Travel (10a):					\$0
Equipment (10b):					\$0
Supplies/Materials (10c):					\$0
Incentives (10d):					\$0
Other Direct Costs (10e):					\$0
Additional Other Direct Costs (10f):					\$0
Subtotals:					\$0
TASK GRAND TOTAL (11):					\$0

Task "J" Other Costs:						
Itemized Travel Cost (10a)						
Please provide an itemized "travel" cost estimate for all travel costs applicable to each task						
Travel (10a)						
Type of Travel	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Travel Costs:				\$0		

Itemized Equipment Cost (10b)						
Please provide an itemized "equipment" cost estimate for all equipment cost applicable to each task						
Equipment (10b)						
Type of Equipment	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Equipment Costs:				\$0		

Itemized Supplies/Materials Cost (10c)						
Please provide an itemized "supplies/materials" cost estimate for all supplies/materials cost applicable to each task						
Supplies/Materials (10c)						
Type of Supplies/Materials	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Supplies/Materials Costs:				\$0		

Task "J" Other Costs:						
Itemized Incentives Cost (10d)						
Please provide an itemized "incentives" cost estimate for all incentives costs applicable to each task						
Incentives (10d)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Itemized Incentives Costs:				\$0		

Itemized Other Direct Costs (10e)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10e)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Other Direct Costs:				\$0		

If applicable, Additional Itemized Other Direct Costs (10f)						
Please provide an itemized "other" cost estimate for all other costs applicable to each task						
Other Direct Costs (10f)						
Type of Other Direct Costs	Quantity	Units	Cost \$	CCLGP Total \$	Local Cash Match \$	In-kind \$
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Subtotals:				\$0	\$0	\$0
Total Additional Itemized Other Direct Costs:				\$0		



Public Works Department

Engineering Division
555 Santa Clara Street | Vallejo | CA | 94590
707.648.4316

ADDENDUM NO. 1

Lake Dalwigk Park Improvement Project
State Project No. CCL-5030-071 & City Project No. PW9443

March 1, 2024

To Prospective Bidders:

The following are revisions to the "Plans and Specifications" for the above referenced project:

This addendum is hereby made a 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 the Lake Dalwigk Park Improvement Project, State Project No. CCL-5030-071 & City Project No. PW9443.

BID OPENING:

There are no changes to the bid opening date and time, which remains as 2:00 pm PST, Wednesday, March 13, 2024.

PLANS:

The Plans are revised as follows:

1. Replace:

Sheets CV-100, CV-101, C-204, and C-205

With:

Sheets CV-100a, CV-101a, C-204a, and C-205a (see Attachment A)

2. Insert Sheets E-1 to E-4 (see Attachment B) after Sheet LI-902:

NOTICE TO BIDDERS:

There are no revisions to the Notice to Bidders.

BID DOCUMENTS:

The Bid Documents are revised as follows:

1. Replace:

BID SHEET (pages 11 – 13)

With:

BID SHEET (pages 11a - 13a; see Attachment C)

TECHNICAL SPECIFICATIONS:

The Technical Specifications are revised as follows:

1. Replace:

Pages 310 and 311.

With:

Pages 310a and 311a (see Attachment D).

2. Replace:

SECTION D.0936 – CONCRETE (pages 400 to 409)

With:

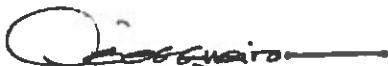
SECTION D.0936 – CONCRETE (pages 400a to 410a; see Attachment E)

3. Insert SECTION D.4000 - ELECTRICAL SYSTEMS (pages 507a and 507b; see Attachment F) after page 507.

REQUEST FOR INFORMATION

Responses to RFI's will be provided in Addendum No. 2.

Sincerely,



Daniel A. Sequeira, PE
Assistant Public Works Director / City Engineer

Acknowledgment of Receipt

-Michelle Wright 3/13/24
Bidder's Signature Date

Michelle Wright VICE PRES.
Bidder's Name (print clearly) Title

GradeTech Inc.
Name of Company

**THIS ADDENDUM NO. 1 MUST BE SIGNED
AND ATTACHED TO THE BID PROPOSAL**



ADDENDUM NO. 2

Lake Dalwigk Park Improvement Project
State Project No. CCL-5030-071 & City Project No. PW9443

March 6, 2024

To Prospective Bidders:

The following are revisions to the "Bid Documents" for the above referenced project:

This addendum is hereby made a 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 the Lake Dalwigk Park Improvement Project, State Project No. CCL-5030-071 & City Project No. PW9443.

BID OPENING:

There are no revisions to the bid opening date and time, which remains as 2:00 pm PST, Wednesday, March 13, 2024.

PLANS:

There are no revisions to the plans.

NOTICE TO BIDDERS:

There are no revisions to the Notice to Bidders.

BID DOCUMENTS:

There are no revisions to the Bid Documents.

SPECIFICATIONS:

The Specifications are revised as follows:

1. Replace:

SECTION D.3300 – SLURRY SEAL (pages 493 – 501)

With:

SECTION D.3300 – SLURRY SEAL (pages 493a – 497a; see Attachment A)

REQUEST FOR INFORMATION

Question No. 1: "Can you please advise if Plans and Specs will be available Soon?"

Response No. 1: The Plans and Specs were posted on PlanetBids on Tuesday, February 13, 2024.

Question No.2: "Is there an Engineers Estimate and Plans available? Confirming no PLA?"

Response No. 2: The Plans were posted on PlanetBids on Tuesday, February 13, 2024. There is no PLA.

Question No.3: "Upon our initial review of the Slurry Seal Spec, could the reference be changed to CalTrans 37-3, Type 2 Slurry Seal? Some of the verbiage included in D.3300 is very antiquated."

Response No. 3: See revised Section D.3300 included as Attachment A of this Addendum No. 2.

Question No.4: "On Sheet T-101, Construction Note 'DT', can you please confirm that this is not a stamping and coloring of the asphalt? The Note appears to only be a thermoplastic surfacing over the asphalt."

Response No. 4: Construction note 'DT' is a decorative thermoplastic material per ENNIS-FLINT by PPG TRAFFIC PATTERNS or approved equal. This is not a stamping and coloring of the asphalt.

Question No.5: "Just confirming the Pre-Bid meeting is mandatory for Lake Dalwigk?"

Answer: Yes, as stated on PlanetBids under Pre-Bid Meeting Information.

Question No.6: "Section 2.01 states, "The Contractor shall be responsible for the initial setup of weigh scales at the stockpile site and all necessary relocations during slurry seal operations." The cost of a scale will add a minimum of \$40,000 dollars to the cost of the project. Specifications in Cal Trans provide if the equipment has been calibrated within 6 months and show the calibration sheets is acceptable. Would that be allowed instead of the onsite scale."

Response No. 6: See revised Section D. 3300 included as Attachment A of this Addendum No. 2.

Question No.7: "May I please request a Sign in sheet from the MANDATORY pre-bid for the mentioned project?"

Response No. 7: The contractors who signed in and attended the MANDATORY pre-bid walkthrough and are eligible to bid on the LAKE DALWIGK PARK IMPROVEMENT PROJECT are:

1. Gradetech, Inc – Chris Jordan
2. JPB Designs – Ephraim Akrysh
3. Saboo Inc. – Toheed Asghar
4. Carane & Co. – Brandon carane
5. Kerex Engineering – Raguel Cignia
6. ACT 1 Construction - Jerry

Question No.8: "In addition to Slurry can Crack Seal Specs be updated also?"

Response No. 8: See revised Section D. 3300 included as Attachment A of this Addendum No. 2.

Question No.9: "Can construction fence be the plastic orange safety fence and T Posts?"

Response No. 9: Yes.

Questions No.10: "Is trail access at gate near the bridge along storm drain channel available?"

Response No. 10: This access gate is privately owned and will not be a point of access to the site.

Question No. 11: "Can you provide information on the start and end date of the "LAKE DALWIGK PARK IMPROVEMENT PROJECT"?"

Response No. 11: The Specifications provide that the time of completion of the work is 100 working days from the date of issuance of the Notice to Proceed work by the City. The start of construction is scheduled to start at end of April or beginning of May.

Sincerely,



Daniel A. Sequeira, PE
Assistant Public Works Director / City Engineer

Acknowledgment of Receipt

-Michelle Wright 3/13/24
Bidder's Signature Date

Michelle Wright vice Pres.
Bidder's Name (print clearly) Title

GradeTech Inc.
Name of Company

**THIS ADDENDUM NO. 2 MUST BE SIGNED
AND ATTACHED TO THE BID PROPOSAL**



ADDENDUM NO. 3

Lake Dalwigk Park Improvement Project
State Project No. CCL-5030-071 & City Project No. PW9443

March 9, 2024

To Prospective Bidders:

The following are revisions to the "Bid Documents" for the above referenced project:

This addendum is hereby made a 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 the Lake Dalwigk Park Improvement Project, State Project No. CCL-5030-071 & City Project No. PW9443.

BID OPENING:

There are no revisions to the bid opening date and time, which remains as 2:00 pm PST, Wednesday, March 13, 2024.

PLANS:

There are no revisions to the plans.

NOTICE TO BIDDERS:

There are no revisions to the Notice to Bidders.

BID DOCUMENTS:

There are no revisions to the Bid Documents.

SPECIFICATIONS:

The Specifications are revised as follows:

1. On page 155, replace:

"This project is funded through the Caltrans Clean California Grant Program (CCLGP) and the resulting contract will be subject to the provisions in the Restricted Grant Agreement (RGA) per section 26 for Third Party Contracts."

With:

"This project is funded through the Caltrans Clean California Grant Program (CCLGP) and the resulting contract will be subject to specific provisions referenced in the Restricted Grant Agreement (RGA) per Section 26 for Third Party Contracts.

The contractor is specifically directed to review paragraphs 15, 18, 19, 20, 22, 23, 26, 31, 32, and 33 of the RGA. Paragraph 26.c provides "Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to AGENCY's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the CALTRANS Contract Manager."

2. After page 155, insert the Restricted Grant Agreement, pages 155a to 155s (see Attachment A of this Addendum No. 3).

REQUEST FOR INFORMATION

There are no responses to RFIs; deadline to submit an RFI was 5:00 pm, 5:00 P.M. (Pacific Time) on Monday, March 4, 2024.

Sincerely,



Daniel A. Sequeira, PE
Assistant Public Works Director / City Engineer

Acknowledgment of Receipt

Michelle Wright 3/13/24
Bidder's Signature Date

Michelle Wright VICE PRES.
Bidder's Name (print clearly) Title

GradeTech Inc.
Name of Company

**THIS ADDENDUM NO. 3 MUST BE SIGNED
AND ATTACHED TO THE BID PROPOSAL**

Attachment 4 – Plans and Specifications Project Documents

Due to the large size of these project documents please follow the links below to access and download the project plans and specifications:

1. [Lake Dalwigk Improvement Project Plans](#)
2. [Lake Dalwigk Improvement Project Specifications](#)

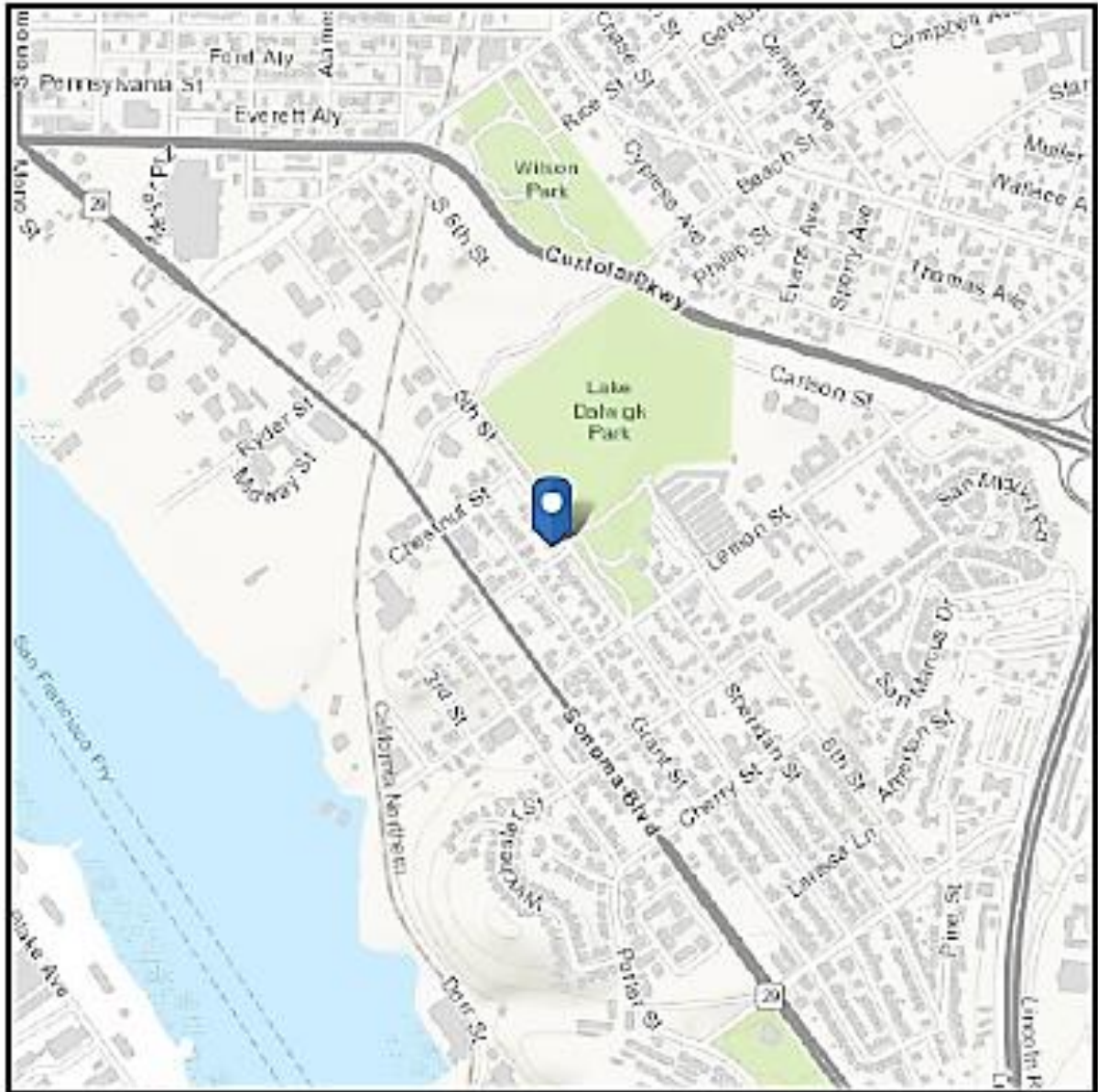
LAKE DALWIGK PARK IMPROVEMENTS PROJECT, PROJECT NO. PW9443

BID SUMMARY

CONTRACTOR	BASE BID	ALT. BID NO. 1	ALT. BID NO. 2	ALT. BID NO. 3	ALT. BID NO. 4	ALT. BID NO. 5	ALT. BID NO. 6	ALT. BID NO. 7	ALT. BID NO. 8	ALT. BID NO. 9
GRADETECH INC.	3,152,353.61	782,000.00	172,500.00	80,500.00	34,500.00	20,971.80	30,536.20	5,905.61	11,500.00	97,750.00
SABOO INC.	5,473,394.60	1,550,000.00	1,050,000.00	300,000.00	357,000.00	50,000.00	149,840.00	5,280.90	12,600.00	300,000.00
KEREX ENGINEERING	3,712,804.00	1,000,000.00	500,000.00	250,000.00	60,000.00	40,000.00	68,050.00	12,500.00	14,000.00	250,000.00

Attachment 3

Lake Dalwigk Location Map





DATE: April 1, 2024
TO: Mayor and Members of the City Council
FROM: Mike Malone, City Manager
Terrance Davis, Assistant City Manager
SUBJECT: **ADOPT A RESOLUTION APPROVING A PROJECT LABOR AGREEMENT WITH THE NAPA-SOLANO TRADES COUNCIL AND ITS AFFILIATED UNIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

RECOMMENDATION

Adopt a Resolution approving a Project Labor Agreement with the Napa Solano Building and Construction Trades Council and its affiliated local Unions and authorizing the City Manager to execute same..

REASONS FOR RECOMMENDATION

Adoption of the agreement in partnership with the Napa-Solano Trades Labor Council is intended to facilitate the delivery of projects with minimal labor-related disruptions which would adversely impact the public and/ or delay the project, and facilitate job and workforce development opportunities for local hires and apprenticeships in the trades.

BACKGROUND AND DISCUSSION

A project labor agreement (PLA) is a pre-hire collective bargaining agreement between one or more labor organizations, negotiated between the local Building Trades and Construction Council and the owner of a project(s). The PLA establishes the terms and conditions of employment on the project work. The purpose of a PLA 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. Generally, the terms of the PLA apply to all contractors and subcontractors who are awarded contracts on the project and supplement or supersede any existing collective bargaining agreements.

This proposed PLA includes provisions that prohibit workers from engaging in strikes, work stoppages, and slowdowns for the duration of the term of the agreement. In exchange for the commitment not to engage in such activities, and requires that contractors hire workers who are referred from union hiring halls. Furthermore, contractors must pay the workers a prevailing wage, contribute to union trust funds, and abide by certain dispute and grievance resolution procedures. Additional benefits of this type of pre-hire agreement include expanded apprenticeship opportunities for the trades and local hire provisions to encourage workforce development.

After receiving a presentation from the Napa-Solano Buildings and Trades Council (NSBCTC) in August 2022, the City Council directed staff to develop a "Citywide Project Labor Agreement". The parties met in a collaborative weekly process throughout most of 2023 with an eye toward moving the Citywide PLA forward. After evaluation of other regional PLAs and extensive discussions with NSBCTC, a 5-year draft agreement was developed that should benefit both the City and the NSBCTC. At the conclusion of the 5-Year term, staff would evaluate the data set associated with the PLA projects completed during the 5-year period to help determine whether the City should continue the PLA beyond the initial 5-year term. It is important to note

**Subject: ADOPT A RESOLUTION APPROVING A PROJECT LABOR AGREEMENT WITH THE
NAPA-SOLANO TRADES COUNCIL AND ITS AFFILIATED UNIONS AND
AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

that most of the City's capital projects over the threshold can be characterized as 'large capital' or 'heavy civil'.

Under the proposed terms of this Agreement, the PLA applies to future City capital projects exceeding \$750,000 in project costs. This dollar amount is roughly 7 times the minimum required formal bid requirement per Vallejo Municipal Code, and would include large construction projects that would involve multiple trades and provide maximize job creation and workforce development benefits. At present, the City's Capital Improvement Plan (CIP) currently includes 25 to 50 projects in the long range that could be covered by this PLA during its five-year term, although the number could be higher or lower depending on state or federally funded project restrictions, increasing construction costs, project scope changes, and/or the creation of new projects. The PLA would be implemented for other citywide capital projects with estimated construction contract values greater than \$750,000 at the time of the bid advertisement, if the project is advertised after the effective date of the PLA.

The PLA includes provisions to exclude certain types of projects and work, regardless of the project valuation threshold, such as the following examples (not inclusive):

- Work performed by the City's own employees as permitted by the Public Contract Code;
- The off-site maintenance of leased equipment and on-site supervision of such work;
- 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;
- Work related to the creation of any Artwork by an individual Artist as part of the City's Public Art Program;
- Work performed by public or private utilities; and
- Work funded by any federal, state, local or other public agency that prohibits the use of project labor agreements.

Finally, this PLA includes local hire and workforce development provisions 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. It is the objective of the PLA that not less than thirty percent (30%) of the combined journey-level and apprentice hours worked on the PLA projects be completed by residents of the Local Area, in the following priority areas:

- Priority 1: Residents of the City of Vallejo.
- Priority 2: Residents of Solano County outside 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.

FISCAL IMPACT

The Recommended Action will have no impact on the FY 23/ 24 Budget. Future projects subject to the terms of the PLA would be approved and funded by the City Council via separate action through the annual adoption of the City's Capital Improvement Plan or approval of other construction projects.

ENVIRONMENTAL REVIEW

**Subject: ADOPT A RESOLUTION APPROVING A PROJECT LABOR AGREEMENT WITH THE
NAPA-SOLANO TRADES COUNCIL AND ITS AFFILIATED UNIONS AND
AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

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.

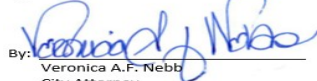
ATTACHMENTS

1.	Resolution of City Council Approving PLA CAO STAMP
2.	2024_City_of_Vallejo_PLA (FINAL)

CONTACT

Terrance Davis, Assistant City Manager (707-648-4301)
terrance.davis@cityofvallejo.net

Approved as to form:

By: 
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 2024-__ N.C.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A
PROJECT LABOR AGREEMENT WITH THE NAPA SOLANO BUILDING AND
CONSTRUCTION TRADES COUNCIL AND ITS AFFILIATED LOCAL UNIONS**

WHEREAS, a project labor agreement (PLA) is a pre-hire collective bargaining agreement between one or more labor organizations (often negotiated by the local Building Trades and Construction Council) and the owner of a project, which establishes the terms and conditions of employment on the project work; and

WHEREAS, the purpose of a PLA is to facilitate the delivery of the project with minimal labor-related disruptions which would adversely impact the public and/or delay the project; and

WHEREAS, the terms of the PLA apply to all contractors and subcontractors who are awarded contracts on the project and supplement or supersede any existing collective bargaining agreements; and

WHEREAS, the PLA includes provisions that prohibit workers from engaging in strikes, work stoppages, and slowdowns for the duration of the term of the agreement and in exchange for the commitment not to engage in such activities, the PLA requires that contractors hire workers who are referred from union hiring halls; and

WHEREAS, the PLA requires contractors pay the workers prevailing wage, contribute to union trust funds, and abide by certain dispute and grievance resolution procedures; and

WHEREAS, the PLA applies to future City capital projects exceeding the threshold is set at \$750,000; and

WHEREAS, the PLA has an initial five-year term, with the ability with the ability to renew for additional years upon mutual agreement by both parties; and

WHEREAS, the PLA ensures future projects will not be subject to strikes, sympathy strikes, work stoppages, picketing, hand-billing or otherwise advising the public that a labor dispute exists, slowdowns, refusal to work, walk-off, sit down, stand-in, wobble, boycott of any kind, for any reason, by the Unions or employees employed on a project, at the job site of a Project or any other facility of City because of a dispute on a Project; nor will there be lockouts by the contractor or employer on a project.

WHEREAS, the Unions covered by the PLA are recognized as the sole bargaining representative of all craft employees performing covered work, and all such employees must be represented by a Union for the duration of their employment on a project; and

WHEREAS, the PLA agrees to prioritize employment of Local Area residents (with City of Vallejo, then Solano County being priority) and to use resources in the Local Area in construction of the Project; and

WHEREAS, the PLA agrees to provide the City of Vallejo with quarterly reports to monitor the progress of local workforce development efforts; and

WHEREAS, the projects will employ apprentices from a California state-approved Joint Apprenticeship Training Program, with the goal of helping to develop workers in the construction industry; and

WHEREAS, labor disputes, grievances, or actions relating to discipline will be resolved through procedures established with the affiliated Unions; any grievances not settled between the parties would be subject to arbitration for resolution; and

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the Vallejo hereby approves the Project Labor Agreement with the Napa Solano Building and Construction Trades Council and its affiliated local Unions attached hereto as Exhibit A and incorporated by reference; and
2. The City Manager is authorized to execute and implement the PLA agreement in its entirety.

Adopted by the City Council of the City of Vallejo at a regular meeting held on April 1, 2024 with the following vote:

AYES:

NOES:

ABSENT: ABSTAIN:

ROBERT H. MCCONNELL, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

PROJECT LABOR AGREEMENT FOR THE CITY OF VALLEJO

INTRODUCTION/FINDINGS

This Project Labor Agreement is entered into this ____ day of _____, 20__ 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.

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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

Michael Malone, City Manager

Date: _____

Approved as to Form

Veronica A.F. Nebb, City Attorney

Date: _____

NAPA-SOLANO BUILDING AND
CONSTRUCTION TRADES COUNCIL

Danny Bernardini, Secretary-Treasurer

Date: _____

[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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