

CITY COUNCIL
Alma Hernandez, Mayor
Jenalee Dawson, Mayor Pro Tem
Amit Pal, Councilmember
Parise Shepherd, Councilmember
Princess Washington, Councilmember



CITY COUNCIL MEETING

A G E N D A
SPECIAL MEETING OF THE SUISUN CITY COUNCIL
MONDAY, JUNE 29, 2026
3:30 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

CITY COUNCIL MEETINGS ARE HELD IN-PERSON
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: <https://zoom.us/join>
MEETING ID: 861 7584 9530
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 2:00 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707)
438-1720

(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)

(Next Ord. No. – 826)
(Next City Council Res. No. 2026 – 89)

CALL TO ORDER

ROLL CALL

Council Members

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

COUNCIL COMMENTS

GENERAL BUSINESS

1. Council Adoption of Resolution No. 2026-____: A Resolution of the City Council of the City of Suisun City Re-Affirming the Emergency Declaration and Authorizing the Immediate Repair and Replacement of the Police Department Building Roof and Parapets Without Competitive Bidding, and Authorizing the City Manager to Award and Execute a Public Works Construction Contract with the Most Responsive, Responsible Contractor Within the Authorized Budget. (Vue: nvue@suisun.com).

INFORMATIONAL REPORTS: (Non-Discussion only)

ADJOURNMENT

Public Access To Agenda Documents

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The city may charge photocopying charges for requested copies of such documents. To the extent feasible, the agenda packet is available for online public viewing on the City's website: <https://www.suisun.com/Government/City-Council/Agendas>

The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.

Accommodations

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or clerk@suisun.com. The City's reasonable accommodation policy is available for review on the City's website at www.suisun.com/government/city-council/, you may request an electronic copy or have a copy mailed to you. Please note that for accommodations that are not readily available, you must make your request as soon as you can prior to the time of the meeting.

Decorum

All participants are expected to conduct themselves with mutual respect. Conduct that disrupts meetings will be addressed in accordance with Section 54957.95 of the Government Code.

Ordinances

Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or

passage; provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

Certification of Posting

Agendas for regular and special meetings are posted in accordance with the Brown Act at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:

- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
- Joe Nelson Center, 611 Village Drive, Suisun City, CA;
- Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda was posted and available for review, in compliance with the Brown Act.

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AGENDA TRANSMITTAL

MEETING DATE: June 29, 2026

AGENDA ITEM: Adoption of Resolution No. 2026-____: A Resolution of the City Council of the City of Suisun City Re-Affirming the Emergency Declaration and Authorizing the Immediate Repair and Replacement of the Police Department Building Roof and Parapets Without Competitive Bidding, and Authorizing the City Manager to Award and Execute a Public Works Construction Contract with the Most Responsive, Responsible Contractor Within the Authorized Budget.

FISCAL IMPACT: No impact to the General Fund. This project is funded by State Funds (Fund 175-2428). A total of \$854,500 is available and authorized for the Police Department roof repair, inclusive of all contract costs, contingency, and change orders.

STRATEGIC PLAN: Sustainability and Stewardship.

BACKGROUND: The City Hall and Police Department campuses were both built in 1989. The roof damage over the Police Department building is extensive and must be addressed to ensure safe working conditions and to prevent further, more costly damage to a critical City asset.

On June 16, 2026, the City Council adopted Resolution No. 2026-73 by a four-fifths vote, declaring an emergency and authorizing the immediate repair and replacement of the Police Department Building roof (Roof A) and associated parapet walls without competitive bidding, pursuant to Public Contract Code Sections 22035 and 22050 and Suisun City Municipal Code Section 3.36.060(A). The emergency findings remain in effect.

STAFF REPORT: Both the City Hall and Police Department roofs have continued to experience leaks during inclement weather. Winter storms and heavy rains during May 2026 caused additional and worsening water intrusion throughout the Police Department building, including leaks along the entire hallway, the restrooms, the Sergeant's and Detectives' offices, and the IT Server Room. This has resulted in extensive dry rot to the parapet walls, broken roof tiles, and an open roof ridge, all of which are causing continuing water intrusion and accelerating damage to the facility.

A roofing contractor assessed the Police Department roof and determined that the entire roof system has failed: the underlying waterproofing membrane is no longer effective, the roof ridge is open to water intrusion, roof tiles are broken across the surface, and the parapets are heavily dry-rotted and require complete reconstruction rather than patching. The existing roofing materials contain asbestos, and continued roof failure increases the risk of disturbance of and exposure to asbestos-containing materials.

The emergency conditions identified in Resolution No. 2026-73 continue to exist. The City is proceeding with procurement of a qualified contractor to perform the emergency repair and replacement work. The City Manager is authorized under the June 16, 2026 emergency declaration to negotiate and execute a public works construction contract without competitive bidding. This resolution re-affirms the emergency and expressly authorizes the City Manager to award and execute a contract with the most responsive, responsible contractor within the authorized budget.

The contract will incorporate all applicable requirements, including prevailing wage compliance, DIR registration, bonding, insurance, asbestos abatement protocols, and the City's Project Labor Agreement.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2026-____: Re-Affirming the Emergency Declaration and Authorizing the Immediate Repair and Replacement of the Police Department Building Roof and Parapets Without Competitive Bidding, and Authorizing the City Manager to Award and Execute a Public Works Construction Contract with the Most Responsive, Responsible Contractor Within the Authorized Budget.

PREPARED BY:	Gemma Geluz, Administrative Technician
REVIEWED BY:	Nouae Vue, Public Works Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. [Resolution - Emergency Reaffirmation PD Roof.DOCX](#)
2. [2026-73 Repair and Replacement of PD Roof and Parapets without Competitive Bidding 2026 06 16.pdf](#)
3. [Contract PD Roof Repair Responsive Contractor.pdf](#)
4. [Police Department Roof Damage - Pictures.pdf](#)

RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
RE-AFFIRMING THE EMERGENCY DECLARATION AND AUTHORIZING THE
IMMEDIATE REPAIR AND REPLACEMENT OF THE POLICE DEPARTMENT BUILDING
ROOF AND PARAPETS WITHOUT COMPETITIVE BIDDING PURSUANT TO PUBLIC
CONTRACT CODE SECTIONS 22035 AND 22050 AND SUISUN CITY MUNICIPAL CODE
SECTION 3.36.060(A), AND AUTHORIZING THE CITY MANAGER TO AWARD AND
EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH THE MOST
RESPONSIVE, RESPONSIBLE CONTRACTOR WITHIN THE AUTHORIZED BUDGET**

WHEREAS, the City of Suisun City (“City”) owns and operates the Suisun City Police Department building located at 701 Civic Center Boulevard (the “PD Building”), an essential public-safety facility housing the City’s police operations, emergency dispatch and communications systems, information-technology infrastructure, evidence and records, and personnel who staff the facility on a continuous, around-the-clock basis; and

WHEREAS, the roof and parapets of the PD Building are in failing condition; a roofing contractor’s inspection determined that the waterproofing membrane has deteriorated and is no longer effective at preventing water intrusion, the roof ridge is open to water intrusion, the parapets are heavily dry-rotted and require complete reconstruction, and roof tiles are broken; and the existing roofing materials contain asbestos, such that continued roof failure and water intrusion increase the risk of disturbance of, and exposure to, asbestos-containing materials; and

WHEREAS, recent storms and heavy rains on or about the end of May 2026 caused additional and worsening roof leaks and water intrusion into occupied areas of the PD Building, including the hallway, restrooms, the Sergeant’s and Detectives’ offices, and the IT Server Room, as documented in the photographs and staff materials presented to the City Council, and additional rain is forecast and imminent, with each rain event causing continuing and worsening intrusion, damage, and hazard; and

WHEREAS, the ongoing and worsening water intrusion poses a clear and imminent danger to City property—including the PD Building, police equipment, emergency communications and information-technology systems, and evidence and records—and to the health and safety of the personnel who occupy the facility, and threatens the City’s ability to continue conducting essential police operations and services; and

WHEREAS, Public Contract Code Section 1102 defines an “emergency” as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, Public Contract Code Section 22035 provides that, in cases of emergency when repair or replacement is necessary, the governing body may proceed at once to repair or replace any public facility without adopting plans, specifications, or working details, or giving notice for bids to let contracts; Public Contract Code Section 22050 authorizes the governing body, by a four-fifths vote, to repair or replace a public facility, take any directly related and immediate action required by the emergency, and procure the necessary equipment, services, and supplies for those purposes without giving notice for bids; and Suisun City Municipal Code Section 3.36.060(A) authorizes the City Council to proceed with such emergency repair or replacement in accordance with Public Contract Code Section 22035; and

WHEREAS, on June 16, 2026, the City Council adopted Resolution No. 2026-73, by a four-fifths vote, declaring an emergency and authorizing the immediate repair and replacement of the PD Building

roof and parapets without competitive bidding; the emergency conditions identified in Resolution No. 2026-73 continue to exist and have not abated; and

WHEREAS, the City is proceeding to procure a qualified, licensed, and DIR-registered contractor to perform the emergency repair and replacement work; the final contractor selection and contract amount have not yet been finalized, and the City Council desires to re-affirm the emergency and authorize the City Manager to award and execute a public works construction contract upon identifying the most responsive, responsible contractor within the authorized budget; and

WHEREAS, on August 20, 2024, the City Council adopted Resolution No. 2024-125, approving a Project Labor Agreement (“PLA”) with the Napa-Solano Building and Construction Trades Council for City capital improvement projects exceeding \$200,000, as amended by Amendment No. 1; the contract for this Project shall require the contractor to execute the Agreement to be Bound and comply with all applicable PLA requirements; and

WHEREAS, based on the contractor’s inspection and assessment, the photographs of the roof, parapet, and interior damage, the additional and recent damage from the recent storms, and the staff report and supporting materials, there is substantial evidence that the emergency will not permit the delay that would result from a competitive solicitation for bids and that immediate repair and replacement of the PD Building roof and parapets is necessary to respond to the emergency; and

WHEREAS, the City Council finds that the public interest and necessity require the immediate repair and replacement of the PD Building roof and parapets to safeguard life, health, and property and to permit the continued conduct of essential police operations and services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City, by a four-fifths vote of all of its members, as follows:

Section 1. Recitals Incorporated. The City Council hereby finds and determines that the foregoing recitals are true and correct and are incorporated herein as findings of the City Council.

Section 2. Re-Affirmation of Emergency. The City Council re-affirms the findings and determinations set forth in Resolution No. 2026-73 and finds and determines, based on the substantial evidence set forth in the recitals, the staff report, and the supporting materials, that the emergency declared on June 16, 2026 continues to exist within the meaning of Public Contract Code Sections 1102, 22035, and 22050 and Suisun City Municipal Code Section 3.36.060(A), in that the condition of the PD Building roof and parapets and the ongoing, storm-aggravated water intrusion pose a clear and imminent danger to property, to the health and safety of personnel, and to the continued conduct of essential public-safety services.

Section 3. Determination That Competitive Bidding Cannot Be Accommodated. Pursuant to Public Contract Code Section 22050(a)(2), the City Council finds and determines, on the basis of the substantial evidence set forth in the minutes of this meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the authorized action is necessary to respond to the emergency.

Section 4. Authorization of Emergency Work Without Competitive Bidding. Pursuant to Public Contract Code Sections 22035 and 22050 and Suisun City Municipal Code Section 3.36.060(A), the City Council authorizes the immediate repair and replacement of the PD Building roof and associated parapets (Roof A), together with all directly related and immediate work, including necessary asbestos abatement, sheathing repair/replacement, waterproofing, and installation of a new roofing system, to proceed without adopting plans, specifications, or working details, and without giving notice for bids to let contracts.

Section 5. Authorization of City Manager; Contract Award; Budget. The City Manager, or designee, is authorized and directed to take any directly related and immediate action required by the emergency and to procure the necessary equipment, services, and supplies for those purposes, including to negotiate, award,

and execute, in a form approved by the City Attorney, a public works construction contract with the most responsive, responsible contractor properly licensed and registered with the Department of Industrial Relations (DIR) for the emergency repair and replacement work. The total authorized budget for this Project, inclusive of the contract amount, any change orders, and all directly related costs, shall not exceed Eight Hundred Thirty-Three Thousand Eight Hundred Seventy-Two Dollars (\$833,872), funded by State Funds (Fund 175-2428). Notwithstanding any contrary dollar threshold or approval requirement in any City administrative directive, the Municipal Code, or the City's standard contract form, the City Manager, or designee, is further authorized to review, approve, and execute change orders as reasonably necessary to respond to the emergency, within the total authorized budget.

Section 6. Project Labor Agreement. The contract shall require the contractor and all subcontractors to execute the Agreement to be Bound and comply with all applicable requirements of the City's Project Labor Agreement (Resolution No. 2024-125, as amended by Amendment No. 1). The PLA shall be incorporated into the contract as Exhibit "H."

Section 7. Bonds. The contract shall require the contractor to furnish, before commencement of work, each of the following bonds issued by an admitted surety insurer and approved by the City Attorney: a faithful performance bond (100% of the contract price); a labor and materials (payment) bond (100% of the contract price, as required by Civil Code Section 9550); and a warranty (maintenance) bond (10% of the contract price, for one year following acceptance). None of these bond requirements shall be waived.

Section 8. Prevailing Wage; DIR Registration; Asbestos. The emergency work is a public work subject to the prevailing-wage requirements of Labor Code Section 1720 et seq.; the contractor and all subcontractors shall be registered with the DIR pursuant to Labor Code Section 1725.5; and the City shall provide any notice of the emergency project required by Labor Code Section 1771.4. All asbestos abatement shall be performed by a Cal/OSHA-registered, DOSH-certified asbestos abatement contractor in compliance with all applicable Cal/OSHA, air district, and federal (NESHAP) notification and abatement requirements.

Section 9. Continued Review and Termination. In accordance with Public Contract Code Section 22050(c), the City Council shall review this emergency action at its next regularly scheduled meeting and at each regularly scheduled meeting thereafter, by a four-fifths vote, to determine whether there is a need to continue the action, until the action is terminated; and the emergency action shall be terminated at the earliest possible date that conditions warrant, so that any remainder of the work may be completed by giving notice for bids to let contracts.

Section 10. CEQA. The City Council finds that the authorized action is exempt from the California Environmental Quality Act (CEQA) as an emergency project and as the repair/replacement of an existing facility involving no expansion of use (Pub. Resources Code § 21080(b); CEQA Guidelines §§ 15269 and 15301), and directs staff to file a Notice of Exemption.

Section 11. Supersession of Resolution No. 2026-73, Section 5; Prior Award Withdrawn. Section 5 of Resolution No. 2026-73, which authorized the City Manager to negotiate and execute a public works construction contract specifically with Pro-Ex Construction, Inc. in an amount not to exceed \$687,388 plus contingency, is hereby superseded and of no further force or effect. The prior authorization to contract with Pro-Ex Construction, Inc. is withdrawn. The authorization set forth in Section 5 of this Resolution shall govern the City Manager's authority to award and execute a contract for the emergency repair and replacement work.

Section 12. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a Special Meeting of the City Council of the City of Suisun City, duty held on the 29th day of June 2026, by the following vote:

(Note: adoption requires the affirmative vote of four-fifths of the members of the City Council.)

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS, my hand and the seal of said City this 29th day of June 2026.

Mayor, City of Suisun City

ATTEST:

Anita Skinner, City Clerk

APPROVED AS TO FORM:

RICHARDS WATSON GERSHON

Patrick Enright, City Attorney

RESOLUTION NO. 2026-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY DECLARING AN EMERGENCY AND AUTHORIZING THE IMMEDIATE REPAIR AND REPLACEMENT OF THE POLICE DEPARTMENT ROOF AND PARAPETS WITHOUT COMPETITIVE BIDDING PURSUANT TO PUBLIC CONTRACT CODE SECTIONS 22035 AND 22050 AND SUISUN CITY MUNICIPAL CODE SECTION 3.36.060(A)

WHEREAS, the City of Suisun City (“City”) owns and operates the Suisun City Police Department building located at 701 Civic Center Boulevard (the “PD Building”), an essential public-safety facility housing the City’s police operations, emergency dispatch and communications systems, information-technology infrastructure, evidence and records, and personnel who staff the facility on a continuous, around-the-clock basis; and

WHEREAS, the roof and parapets of the PD Building are in failing condition; an inspection by the City’s roofing contractor determined that the waterproofing membrane has deteriorated and is no longer effective at preventing water intrusion, the roof ridge is open to water intrusion, the parapets are heavily dry-rotted, and roof tiles are broken; and the existing roofing materials contain asbestos, such that continued roof failure and water intrusion increase the risk of disturbance of, and exposure to, asbestos-containing materials; and

WHEREAS, recent storms and heavy rains on or about [DATES] caused additional and worsening roof leaks and water intrusion into occupied areas of the PD Building, including the hallway, restrooms, the Sergeant’s and Detectives’ offices, and the IT Server Room, as documented in the photographs and staff materials presented to the City Council (which distinguish recent “new” water damage from prior damage), and additional rain is forecast and imminent, with each rain event causing continuing and worsening intrusion, damage, and hazard; and

WHEREAS, the ongoing and worsening water intrusion poses a clear and imminent danger to City property—including the PD Building, police equipment, emergency communications and information-technology systems, and evidence and records—and to the health and safety of the personnel who occupy the facility, and threatens the City’s ability to continue conducting essential police operations and services; and

WHEREAS, Public Contract Code section 1102 defines an “emergency” as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, Public Contract Code section 22035 provides that, in cases of emergency when repair or replacement is necessary, the governing body may proceed at once to repair or replace any public facility without adopting plans, specifications, or working details, or giving notice for bids to let contracts; Public Contract Code section 22050 authorizes the governing body, by a four-fifths vote, to repair or replace a public facility, take any directly related and immediate action required by the emergency, and procure the necessary equipment, services, and supplies for those purposes without giving notice for bids; and Suisun City Municipal Code

section 3.36.060(A) authorizes the City Council to proceed with such emergency repair or replacement in accordance with Public Contract Code section 22035; and

WHEREAS, based on the contractor's inspection and assessment, the photographs of the roof, parapet, and interior damage, the additional and recent damage from the recent storms, and the staff report and supporting materials, there is substantial evidence that the emergency will not permit the delay that would result from a competitive solicitation for bids and that immediate repair and replacement of the PD Building roof and parapets is necessary to respond to the emergency; and

WHEREAS, the City Council finds that the public interest and necessity require the immediate repair and replacement of the PD Building roof and parapets to safeguard life, health, and property and to permit the continued conduct of essential police operations and services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City, by a four-fifths vote of all of its members, as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as findings of the City Council.
2. **Finding of Emergency.** The City Council finds and determines, based on the substantial evidence set forth in the recitals, the staff report, and the supporting materials, that an emergency exists within the meaning of Public Contract Code sections 1102, 22035, and 22050 and Suisun City Municipal Code section 3.36.060(A), in that the condition of the PD Building roof and parapets and the ongoing, storm-aggravated water intrusion pose a clear and imminent danger to property, to the health and safety of personnel, and to the continued conduct of essential public-safety services.
3. **Determination That Competitive Bidding Cannot Be Accommodated.** Pursuant to Public Contract Code section 22050(a)(2), the City Council finds and determines, on the basis of the substantial evidence set forth in the minutes of this meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the authorized action is necessary to respond to the emergency.
4. **Authorization of Emergency Work Without Competitive Bidding.** Pursuant to Public Contract Code sections 22035 and 22050 and Suisun City Municipal Code section 3.36.060(A), the City Council authorizes the immediate repair and replacement of the PD Building roof and associated parapets (Roof A), together with all directly related and immediate work, including necessary asbestos abatement, sheathing repair/replacement, waterproofing, and installation of a new roofing system, to proceed without adopting plans, specifications, or working details, and without giving notice for bids to let contracts.
5. **Authorization of City Manager; Contract; Contingency and Change Orders.** The City Manager, or designee, is authorized and directed to take any directly related and immediate action required by the emergency and to procure the necessary equipment, services, and supplies for those purposes, including to negotiate and execute, in a form approved by the City Attorney, a public works construction contract with Pro-Ex Construction, Inc., a properly licensed and Department of Industrial Relations (DIR)-registered contractor, for the emergency repair and replacement work in a contract

amount not to exceed Six Hundred Eighty-Seven Thousand Three Hundred Eighty-Eight Dollars (\$687,388). Notwithstanding any contrary dollar threshold or approval requirement in any City administrative directive, the Municipal Code, or the City's standard contract form, the City Manager, or designee, is further authorized to review, approve, and execute change orders to the contract as reasonably necessary to respond to the emergency, in a cumulative amount not to exceed a contingency of One Hundred Sixty-Seven Thousand One Hundred Twelve Dollars (\$167,112), such that the total authorized contract amount, inclusive of contingency, shall not exceed Eight Hundred Fifty-Four Thousand Five Hundred Dollars (\$854,500).

6. **Bonds.** The contract shall require the Contractor to furnish, before commencement of work, each of the following, issued by an admitted surety insurer and approved by the City Attorney: a faithful performance bond (100% of the contract price); a labor and materials (payment) bond (100% of the contract price, as required by Civil Code section 9550); and a warranty (maintenance) bond (10% of the contract price, for one year following acceptance). None of these bond requirements shall be waived.
7. **Prevailing Wage; DIR Registration; Asbestos.** The emergency work is a public work subject to the prevailing-wage requirements of Labor Code section 1720 et seq.; the Contractor and all subcontractors shall be registered with the DIR pursuant to Labor Code section 1725.5, and the City shall provide any notice of the emergency project required by Labor Code section 1771.4. All asbestos abatement shall be performed by a Cal/OSHA-registered, DOSH-certified asbestos abatement contractor in compliance with all applicable Cal/OSHA, air district, and federal (NESHAP) notification and abatement requirements.
8. **Continued Review and Termination.** In accordance with Public Contract Code section 22050(c), the City Council shall review this emergency action at its next regularly scheduled meeting and at each regularly scheduled meeting thereafter, by a four-fifths vote, to determine whether there is a need to continue the action, until the action is terminated; and the emergency action shall be terminated at the earliest possible date that conditions warrant, so that any remainder of the work may be completed by giving notice for bids to let contracts.
9. **CEQA.** The City Council finds that the authorized action is exempt from the California Environmental Quality Act (CEQA) as an emergency project and as the repair/replacement of an existing facility involving no expansion of use (Pub. Resources Code § 21080(b); CEQA Guidelines §§ 15269 and 15301), and directs staff to file a Notice of Exemption.
10. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on the 16th day of June 2026, by the following vote:

AYES:	Councilmembers:	<u>Dawson, Pal, Shepherd, Washington, Mayor Hernandez</u>
NOES:	Councilmembers:	<u>None</u>
ABSENT:	Councilmembers:	<u>None</u>
ABSTAIN:	Councilmembers:	<u>None</u>

WITNESS my hand and the seal of said City this 16th day of June 2026.

Donna Pock
Deputy City Clerk

CITY OF SUISUN CITY
PUBLIC WORKS CONSTRUCTION CONTRACT
Police Department Emergency Roof and Parapet Repair
(Resolution No. 2026-_____)

THIS PUBLIC WORKS CONSTRUCTION CONTRACT ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the CITY OF SUISUN CITY, a California municipal corporation ("City"), and **[CONTRACTOR NAME]**, a California [corporation/limited liability company] ("Contractor"), License No. _____, DIR Registration No. _____. The parties agree as follows:

ARTICLE 1 — SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall perform the work specified in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference. Such work may be referred to herein as the "Work" or the "Project." Contractor represents and warrants that it is experienced and properly licensed to perform the Work and shall follow the applicable standard of care for contractors providing similar work under similar circumstances.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid, incorporated herein by this reference. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work performed hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals required by law for performance of the Work, and shall pay all fees, assessments, and taxes imposed by law in connection therewith.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that it has thoroughly investigated and understands the scope, site conditions, and requirements of the Work. Should Contractor discover any latent or unknown conditions that will materially affect performance, Contractor shall immediately notify the City and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. Contractor shall adopt reasonable methods to continuously protect the Work and all related equipment, materials, and documents and shall be responsible for all losses or damages to persons or property until final acceptance of the Work by City, except losses or damages caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement and to act in good faith to execute all instruments and take all actions reasonably necessary to carry out the purposes of this Agreement.

1.8 Change Orders. City shall have the right to order changes, additions to, or deductions from the Work. No change may be undertaken without a written Change Order issued by the Contract Officer. The City Manager, or designee, is authorized to approve and execute Change Orders in any amount, provided the cumulative total contract amount (inclusive of all Change Orders) does not exceed Eight Hundred Thirty-Three Thousand Eight Hundred Seventy-Two Dollars (\$833,872.00), consistent with Resolution No. 2026-_____.

1.9 Special Requirements. Additional terms and conditions, if any, are set forth in Exhibit “B” (“Special Requirements”) and incorporated herein. In the event of a conflict between Exhibit “B” and any other provision of this Agreement, Exhibit “B” shall govern.

ARTICLE 2 — COMPENSATION

2.1 Contract Sum. For the Work performed pursuant to this Agreement, Contractor shall be compensated in accordance with Exhibit “C” (Schedule of Compensation), but not exceeding the maximum contract amount of [] Dollars (\$_____.00) (“Contract Sum”), except as provided in Section 1.8.

2.2 Method of Payment. Unless otherwise specified in Exhibit “C,” Contractor shall submit monthly invoices to the City’s Finance Director for work completed in the prior month. City shall pay undisputed amounts no later than the last working day of the month following receipt of a conforming invoice. Five percent (5%) retention shall be withheld from each progress payment in accordance with Public Contract Code Section 7201, and shall be released following final acceptance of the Work, satisfaction of all close-out requirements, and expiration of the lien period.

ARTICLE 3 — PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the Work upon receipt of a written Notice to Proceed and shall achieve Substantial Completion within ninety (90) calendar days thereafter, unless extended in writing by the Contract Officer. Final Completion shall occur within thirty (30) calendar days following Substantial Completion.

3.3 Force Majeure. The performance schedule shall be extended for delays caused by unforeseeable circumstances beyond Contractor’s control and without its fault or negligence, including acts of God, unusually severe weather, fires, floods, epidemics, strikes, or acts of any governmental agency, provided Contractor notifies the Contract Officer in writing within ten (10) days of the commencement of such delay. In no event shall Contractor be entitled to recover damages against City for any delay; Contractor’s sole remedy shall be a schedule extension.

3.4 Term. Unless earlier terminated, this Agreement shall continue in full force and effect until Final Completion of the Work and acceptance by City, but not exceeding one (1) year from the date hereof.

ARTICLE 4 — COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as the authorized representative of Contractor for purposes of this Agreement:

[Name]
[CONTRACTOR NAME]
[Address]
[Phone / Email]

The foregoing principal may not be replaced nor may their responsibilities be substantially reduced without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as the City Manager designates. Contractor shall keep the Contract Officer informed of the progress of the Work. The Contract Officer shall have authority to sign all documents required hereunder on behalf of City.

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not subcontract any portion of the Work or assign any interest in this Agreement without the prior written approval of City. Transfers of more than twenty-five percent (25%) of the ownership or control of Contractor, cumulatively, shall require City approval. Any unapproved transfer shall render this Agreement void.

4.4 Independent Contractor. Contractor is and shall remain at all times an independent contractor of City. City shall have no control over the manner, mode, or means by which Contractor performs the Work, except as expressly set forth herein. Contractor shall not represent that it or any of its agents or employees are agents or employees of City.

ARTICLE 5 — INSURANCE, INDEMNIFICATION, AND BONDS

5.1 Insurance. Contractor shall procure and maintain, at its sole cost, during the entire term of this Agreement the following policies of insurance, in a form satisfactory to City:

- (a) Commercial General Liability: \$5,000,000 combined single limit per occurrence, naming City as additional insured.
- (b) Workers' Compensation: Statutory limits; Employer's Liability: \$1,000,000 per occurrence.
- (c) Commercial Automobile Liability: \$1,000,000 combined single limit.
- (d) Builder's Risk / Course of Construction: Full replacement value of the Work.
- (e) Additional insurance as specified in Exhibit "B."

All policies shall name City, its officers, employees, and agents as additional insureds and shall provide thirty (30) days' written notice of cancellation. No work shall commence until Contractor has delivered conforming certificates and endorsements to City.

5.2 Indemnification. Contractor shall indemnify, defend (with counsel acceptable to City), and hold harmless City and its officers, agents, and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the negligent or wrongful acts or omissions of Contractor, its agents, employees, or subcontractors in the performance of the Work, excepting only claims arising from the sole negligence or willful misconduct of City. This indemnification is consistent with Civil Code Section 2782.

5.3 Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City a faithful performance bond in the amount of one hundred percent (100%) of the Contract Sum, issued by an admitted surety insurer rated "A" or better. The bond shall be unconditional and remain in force for the entire term of the Agreement.

5.4 Payment Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials payment bond in the amount of one hundred percent (100%) of the Contract Sum, as required by Civil Code Section 9550, issued by an admitted surety insurer rated "A" or better.

5.5 Warranty Bond. Concurrently with or prior to final acceptance of the Work, Contractor shall deliver to City a warranty (maintenance) bond in the amount of ten percent (10%) of the Contract Sum, securing Contractor's one-year warranty obligations following final acceptance.

5.6 Sufficiency of Surety. All bonds shall be issued by companies qualified to do business in California, rated "A" or better by A.M. Best, and of Financial Category Class VII or better.

ARTICLE 6 — LABOR REQUIREMENTS

6.1 Prevailing Wages. This Project is a public work within the meaning of Labor Code Section 1720 et seq. Contractor and all subcontractors shall pay not less than the general prevailing rate of per diem wages as determined by the Director of Industrial Relations for the type of work performed and the locality in which the Work is to be performed. Contractor shall post a copy of the prevailing wage rates at each job site.

6.2 DIR Registration. Contractor and all subcontractors performing work on this Project shall be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 and shall comply with all requirements of Labor Code Section 1771.1. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6.3 Certified Payroll Records. Contractor and each subcontractor shall maintain and furnish certified payroll records in accordance with Labor Code Section 1776. Contractor shall submit electronic certified payroll records to the Labor Commissioner as required by Labor Code Section 1771.4.

6.4 Apprenticeship. Contractor and all subcontractors shall comply with the apprenticeship requirements of Labor Code Section 1777.5, including the employment and training of apprentices in applicable craft classifications.

6.5 Nondiscrimination. Contractor shall not discriminate in the performance of the Work on any basis prohibited by law.

6.6 Project Labor Agreement. This Project is subject to the City's Project Labor Agreement (Resolution No. 2024-125, as amended by Amendment No. 1), attached hereto as Exhibit "H" and incorporated herein by this reference. Contractor shall, prior to commencement of any work, execute the Agreement to be Bound (Addendum A to the PLA) and shall require all subcontractors to execute the Agreement to be Bound prior to performing any work on this Project. In the event of a conflict between the Project Labor Agreement and any other provision of this Agreement, the Project Labor Agreement shall govern with respect to labor relations matters covered therein.

ARTICLE 7 — RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Work as the Contract Officer may require, including prompt notification of any facts or circumstances that may materially increase or decrease the cost of the Work.

7.2 Records. Contractor shall keep, and require subcontractors to keep, all books and records necessary to perform the Work and to enable the Contract Officer to evaluate performance. City shall have full access to such records at all times during normal business hours. Such records shall be maintained for a period of three (3) years following Final Completion.

7.3 Ownership of Documents. All drawings, specifications, reports, records, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request or upon termination of this Agreement.

ARTICLE 8 — ENFORCEMENT OF AGREEMENT

8.1 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action shall be instituted in the Superior Court of the County of Solano, State of California.

8.2 Disputes. In the event of a dispute, the injured party shall notify the injuring party in writing. The injured party shall continue performance so long as the other party commences cure within ten (10) days and completes cure within forty-five (45) days.

8.3 Retention of Funds. City is authorized to deduct from any amount payable to Contractor any amounts the payment of which may be in dispute.

8.4 Waiver. No waiver of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver of any subsequent default.

8.5 Termination for Convenience. City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice. Contractor may terminate upon sixty (60) days' written notice. Upon receipt of notice of termination, Contractor shall immediately cease all work unless specifically directed otherwise by the Contract Officer.

8.6 Termination for Default. If Contractor fails to fulfill its obligations hereunder, City may, after compliance with Section 8.2, take over the Work and complete it by contract or otherwise. Contractor shall be liable for any excess cost of completion.

8.7 Attorneys' Fees. The prevailing party in any legal action arising out of or connected with this Agreement shall be entitled to reasonable attorneys' fees, costs of investigation, and all other costs allowed by the court.

ARTICLE 9 — CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION

9.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to Contractor in the event of any default or breach by City.

9.2 Conflict of Interest. No officer or employee of City shall have any direct or indirect financial interest in this Agreement in violation of applicable state law. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant Against Discrimination. Contractor covenants that there shall be no discrimination against or segregation of any person on the basis of any characteristic protected by law in the performance of this Agreement.

ARTICLE 10 — MISCELLANEOUS PROVISIONS

10.1 Notice. All notices shall be in writing and served personally or sent by prepaid first-class mail to the City Manager at 701 Civic Center Boulevard, Suisun City, California 94585, and to Contractor at the address on the signature page. Notice shall be deemed communicated upon personal delivery or seventy-two (72) hours after mailing.

10.2 Integration; Amendment. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and understandings. This Agreement may be amended only by a written instrument signed by both parties.

10.3 Severability. If any provision of this Agreement is declared invalid, such invalidity shall not affect any remaining provisions, which shall remain in full force and effect.

10.4 Corporate Authority. Each person executing this Agreement warrants that he or she is duly authorized to do so and to bind the party on whose behalf he or she signs.

10.5 Warranty. Contractor warrants that all Work performed under this Agreement shall be free from defects in materials and workmanship for a period of one (1) year following final acceptance by City. Contractor shall promptly repair or replace any defective Work at no cost to City during the warranty period.

10.6 Asbestos Abatement. All asbestos abatement work shall be performed by a Cal/OSHA-registered, DOSH-certified asbestos abatement contractor in full compliance with all applicable Cal/OSHA, Bay Area Air Quality Management District, and federal National Emission Standards for Hazardous Air Pollutants (NESHAP) notification, work practice, and disposal requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SUISUN CITY,
a California municipal corporation

Bret Prebula, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

RICHARDS WATSON GERSHON

Patrick Enright, City Attorney

[CONTRACTOR NAME],
a California [corporation/limited liability company]

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

License No.: _____

DIR Reg. No.: _____

[Two authorized officer signatures or corporate resolution required if corporation]

EXHIBIT LIST

Exhibit A — Scope of Services

Exhibit B — Special Requirements

Exhibit C — Schedule of Compensation

Exhibit D — Schedule of Performance

Exhibit E — Public Works / Prevailing Wage Provisions (Labor Code § 1720 et seq.)

Exhibit F — Bonds (Performance, Payment, Warranty)

Exhibit G — Insurance Requirements / Certificates

Exhibit H — Project Labor Agreement [attach City of Suisun City PLA and Agreement to be Bound]

Police Department Roof Damage

Open Roof Ridge



Broken Roof Tiles



Parapet Wall Damage: Severe Dry Rot



Police Department Roof Damage
Parapet Walls Severe Dry Rot and Damaged Shingles



Interior Damage: Entire Hallway



Examples of
water damage



Police Department Roof Damage

Interior Damage: Entire Hallway



Examples of
water damage



Sergeant's office



IT Server Room

Old damage

New Damage

