



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Agenda City Council

**THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY
AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT
NO. 1 AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR
AGENCY**

Tuesday, May 28, 2024

6:00 PM

Town Hall, 363 N. Main Street and Via Video
Conference

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

Councilmembers are reminded that pursuant to the Council policy regarding use of electronic devices during public meetings adopted on November 28, 2022, all cell phones are to be turned off and there shall be no electronic communications during the meeting. All e-communications such as texts or emails from members of the public received during a meeting are to be forwarded to the City Clerk after the meeting is adjourned.

ZOOM WEBINAR INVITATION

This meeting is being presented in a hybrid format, both in person at Town Hall and via Zoom.

You are invited to a Zoom webinar.

When: May 28, 2024 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89971786462>

*Or Telephone: 1 669 444 9171 US (*6 mute/unmute, *9 raise hand)*

Webinar ID: 899 7178 6462

International numbers available: <https://us06web.zoom.us/j/kcSUwIxZOh>

To speak during public comment portions of the agenda via zoom, please join the meeting and use the raise hand feature when the Mayor or Acting Mayor calls for public comment on the item you wish to address.

CLOSED SESSION REPORT

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [24-693](#) LGBTQI+ Pride Month Proclamation

Attachments: [12- LGBTQI+ Pride](#)

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

MANNER OF ADDRESSING THE CITY COUNCIL: All remarks and questions shall be addressed to the City Council; no discussion or action will be taken pursuant to the Brown Act. No person shall speak without being recognized by the Mayor or Acting Mayor. Public comments are restricted to three (3) minutes per speaker.

TIME ALLOTMENT FOR PUBLIC COMMENT ON NON-AGENDA ITEMS: Thirty (30) minutes shall be allotted to receiving public comments. If necessary, the Mayor or Acting Mayor may allot an additional 30 minutes to public comments after Conduct of Business to allow those who have not yet spoken to do so. Any citizen, after being recognized by the Mayor or Acting Mayor, may speak on any topic that may be a proper subject for discussion before the City Council for such period of time as the Mayor or Acting Mayor may determine is appropriate under the circumstances of the particular meeting, including number of persons wishing to speak or the complexity of a particular topic. Time limitations shall be set without regard to a speaker's point of view or the content of the speech, as long as the speaker's comments are not disruptive of the meeting.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or discussion on items not on the agenda (subject to narrow exceptions). This will limit the Council's response to questions and requests made during this comment period.

WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin Street, Fort Bragg, during normal business hours. All comments will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software application. Public comments may be submitted to City Clerk Diana Sanchez, dsanchez@fortbragg.com

3. STAFF COMMENTS**4. MATTERS FROM COUNCILMEMBERS****5. CONSENT CALENDAR**

All items under the Consent Calendar will be acted upon in one motion unless a Councilmember requests that an individual item be taken up under Conduct of Business.

5A. [24-754](#) Accept Bathroom and Locker Room Flooring Project as Complete and Direct City Clerk to File Notice of Completion

Attachments: [Notice of Completion-Latoof](#)

5B. [24-759](#) Adopt Resolution of the Fort Bragg City Council Authorizing the Application for the Permanent Local Housing Allocation Program Non-Entitlement Local Government Competitive Component

Attachments: [05282024 RESO CPLHA Application](#)
[FW Comment re item 5B, 24-759 Application for...](#)

- 5C. [24-761](#) Readopt Master Traffic Resolution
- Attachments:** [RESO 1271-2024A Traffic Committee](#)
[Att 1 - RESO 1271-2024A Traffic Committee Redline](#)
- 5D. [24-775](#) Approve Scope of Work for a Request for Proposals for Professional Services to Provide Strategic and Creative Marketing Services for Visit Fort Bragg
- Attachments:** [RFP For Strategic and Creative Marketing](#)
[Contract 4 - Standard PSA](#)
- 5E. [24-771](#) Approve Minutes of Special City Council - Mid Year Budget Workshop of March 20, 2024
- Attachments:** [CC2024-03-20 Mid Year Budget Review](#)
- 5F. [24-764](#) Approve Minutes of May 13, 2024
- Attachments:** [CC2024-05-13 City Council](#)
- 5G. [24-777](#) Receive and File Minutes for the Public Works and Facilities Committee Meeting for February 08, 2024
- Attachments:** [02082024 PWF Minutes](#)
- 5H. [24-780](#) Receive and File Minutes of the Public Works and Facilities Committee Meeting for March 21, 2024
- Attachments:** [03212024 PWF Minutes](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

When a Public Hearing has been underway for a period of 60 minutes, the Council must vote on whether to continue with the hearing or to continue the hearing to another meeting.

8. CONDUCT OF BUSINESS

- 8A. [24-768](#) Receive Public Works and Facilities Recommendation on Pavilion Design and Location, and Approve Conceptual Designs of Melton Design Group for Bainbridge Park Enhancement Project, PWP-00096, and Authorize Consultant to Proceed with Construction Documents
- Attachments:** [052824 Conceptual Design Enhancements Report](#)
[Att 1 - Design Development Package V.2](#)

- 8B.** [24-733](#) Receive Report and Adopt City Council Resolutions
- 1) Adopt City Council Resolution Approving Contract Change Order #7 with Argonaut Constructors for the 2022 Streets Rehabilitation Project, Increasing the Amount to \$3,902,639.42, Categorical Exemption 15301; and
 - 2) Adopt City Council Resolution Approving Amendment #3 with SHN for the Construction Management Services on the 2022 Streets Rehabilitation Project, Increasing the Amount to \$231,900, Categorical Exemption 15301; and; Authorizing City Manager to Execute Same

Attachments: [05282024 2022 Street Rehab CCO's](#)

[Att 1 - RESO Argonaut Cons CCO#7](#)

[Att 2 - Exhibit A Argonaut CCO#7](#)

[Att 3 - RESO SHN Amendment #3](#)

[Att 4 - SHN Third Amendment](#)

- 8C.** [24-770](#) Receive Report and Consider Adoption of City Council Resolution Approving the Contract with Redwood Roofers for the City Hall Roof Replacement Project PWP-00139; Authorizing City Manager to Execute Contract (Amount Not to Exceed \$101,174.00); and Finding the Project Exempt from CEQA under 14 CCR 15301

Attachments: [052824 City Hall Contract Award](#)

[Att 1 - RESO City Hall Roof Replacement](#)

[Att 2 - Redwood Roofers Quote](#)

[Att 3 - Redwood Roofers Contract](#)

- 8D.** [24-772](#) Receive Report and Consider Adoption of City Council Resolution Approving Professional Service Agreement with Palni, Inc. for Broadband Engineering and Design Services, Assistance with Associated Project Management, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$24,052.00; Account No. 329-6134-0630)

Attachments: [05282024 Palni, Inc. Contract Amendment](#)

[Att 1 - Resolution 4684-2023](#)

[Att 2 - Resolution _____-2024](#)

[Att 3 - Professional Service Agreement](#)

[Att 4 - Exhibit A](#)

9. CLOSED SESSION

- 9A.** [24-773](#) CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Isaac Whippy, City Manager; Employee Organizations: Fort Bragg Police Association

ADJOURNMENT

The adjournment time for all Council meetings is no later than 10:00 p.m. If the Council is still in session at 10:00 p.m., the Council may continue the meeting upon majority vote.

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, JUNE 10, 2024**

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on MAY 23, 2024.

Diana Sanchez
City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

- *Materials related to an item on this Agenda submitted to the Council/District/Agency after distribution of the agenda packet are available for public inspection upon making reasonable arrangements with the City Clerk for viewing same during normal business hours.*
- *Such documents are also available on the City of Fort Bragg's website at <https://city.fortbragg.com> subject to staff's ability to post the documents before the meeting.*

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

It is the policy of the City of Fort Bragg to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities.

If you need assistance to ensure your full participation, please contact the City Clerk at (707) 961-2823. Notification 48 hours in advance of any need for assistance will enable the City to make reasonable arrangements to ensure accessibility.

This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).



City of Fort Bragg

416 N Franklin Street
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Phone: (707) 961-2823
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Text File

File Number: 24-693

Agenda Date: 5/28/2024

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Proclamation

Agenda Number: 1A.

LGBTQI+ Pride Month Proclamation

PROCLAMATION

LGBTQI+ PRIDE MONTH JUNE 2024



WHEREAS, the month of June is officially celebrated as Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) Pride month celebrating the many contributions and accomplishments of LGBTQI+ individuals; and

WHEREAS, Fort Bragg is committed to being inclusive and welcoming of all regardless of their sexual orientation and recognizes that we are a diverse community and enriched by this diversity; and

WHEREAS, Fort Bragg supports the rights of every citizen to experience equality and freedom from discrimination; and

WHEREAS, this month we reconfirm our commitment to do more to support LGBTQI+ rights; and

WHEREAS, Pride Month also reminds us that acceptance of LGBTQI+ individuals is different than tolerance of LGBTQI+ individuals; and

WHEREAS, today the rights of LGBTQI+ Americans are under relentless attack. Members of the LGBTQI+ community – especially people of color and trans people – continue to face discrimination and cruel, persistent efforts to undermine their human rights. Dangerous anti-LGBTQI+ legislation has been introduced and passed in States across the country, targeting transgender children and their parents and interfering with their access to health care. These unconscionable attacks have left countless LGBTQI+ families in fear and pain; and

WHEREAS, the Fort Bragg City Council invites everyone to consider how we can live and work together with a commitment to mutual respect for, understanding, and acceptance of all members of our community; and

NOW, THEREFORE, I, Bernie Norvell, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim the month of June 2024 as LGBTQI+ Pride Month.

SIGNED this 28th day of May 2024.

BERNIE NORVELL,
Mayor

ATTEST:

Diana Sanchez, City Clerk





City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 24-754

Agenda Date: 5/28/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Staff Report

Agenda Number: 5A.

Accept Bathroom and Locker Room Flooring Project as Complete and Direct City Clerk to File Notice of Completion

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

City of Fort Bragg
416 North Franklin Street
Fort Bragg, California 95437
Attention: Diana Sanchez, City Clerk

The City is exempt from recordation fees per Government Code §27383.

NOTICE OF COMPLETION

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.
2. The full name of the owner is City of Fort Bragg, a municipal corporation.
3. The nature of the interest of the owner is a [fee interest, a right-of-way, an easement, etc.].
4. This project was constructed in accordance with the Construction Agreement entitled Locker Room and Bathroom Flooring, CVS 23-24 dated March 4, 2024.
5. The name of the contractor of the improvement work is Latoof Painting, Inc., P.O. Box 1699, Mendocino, California 95460. The contract was awarded to this firm on January 22, 2024, pursuant to Resolution 4757-2024 by the Fort Bragg City Council.
6. The address of the owner is City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.
7. On May 13, 2024, Moneque Wooden, C.V. Starr Manager, performed a final inspection and recommends Council accept work as complete.

State of California)
County of Mendocino)

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval

CITY OF FORT BRAGG

05/28/2024
(Date)

By: _____
Diana Sanchez
City Clerk

PROOF OF SERVICE BY MAIL
(Code of Civil Procedure Sections 1013a, 2015.5)

I am over the age of 18 years, employed in the County of Mendocino, and not a party to the within action; my business address is Fort Bragg City Hall, 416 North Franklin Street, Fort Bragg, California 95437.

On May 29, 2024, I served the attached document by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, via Certified Mail, Return Receipt Requested, in the United States mail at Fort Bragg, California addressed as follows:

Executed on May 29, 2024, at Fort Bragg, Mendocino County, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

ATTEST:

Diana Sanchez
City Clerk



City of Fort Bragg

416 N Franklin Street
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Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 24-759

Agenda Date: 5/28/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5B.

Adopt Resolution of the Fort Bragg City Council Authorizing the Application for the Permanent Local Housing Allocation Program Non-Entitlement Local Government Competitive Component

RESOLUTION NO. _____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT

WHEREAS, the Department is authorized to provide up to \$12.5 million under the SB 2 Permanent Local Housing Allocation Program Competitive Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.(Chapter 364, Statutes of 2017 (SB 2); and

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 3/6/2024 under the Permanent Local Housing Allocation (PLHA) Program Competitive Component; and

WHEREAS, the City of Fort Bragg is an eligible non-entitlement Local government who has applied for program funds to administer an eligible activity; for a Rental Assistance Program and the amount of CPLHA funds not to exceed One Million Dollars (\$1,000,000); and

WHEREAS, the Department may award, subject to selection criteria set forth in PLHA guidelines section 403, funding allocations for applicants recommended for funding, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA competitive grant recipients; and

NOW, THEREFORE, BE IT RESOLVED that, if Applicant is awarded a grant of PLHA funds from the Department pursuant to the above referenced PLHA Competitive Component NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

BE IT FURTHER RESOLVED that Applicant hereby agrees to use the PLHA funds for the eligible activity for which the Applicant has submitted an application, as set forth in Section 401 of the Guidelines, and as awarded and approved by the Department in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

BE IT FURTHER RESOLVED that, pursuant to Applicant’s certification in this resolution, the PLHA funds will be expended only for the eligible Activity for which the Applicant has submitted an application, and consistent with all program requirements.

BE IT FURTHER RESOLVED that, Applicant certifies that, if funds are awarded for the development of new multifamily housing at or below 60 AMI or substantial rehabilitation of multifamily rental housing at or below 60 percent of AMI, Applicant shall comply with Uniform Multifamily Regulations Subchapter 19, Title 25, Division 1, Chapter 7, commencing with Section 8300 and the Multifamily Housing Program Guidelines commencing with Section 7300.

BE IT FURTHER RESOLVED that, Applicant certifies that, if funds are awarded for the

development of an Affordable Rental Housing Development, the Local Government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the Project for a term of at least 55 years.

BE IT FURTHER RESOLVED that Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

BE IT FURTHER RESOLVED that, the City Manager is authorized to execute the PLHA Competitive Component Program Application, the PLHA Competitive Component Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA Competitive Component grant awarded to Applicant, as the Department may deem appropriate.

The above and foregoing Resolution was introduced by _____ seconded by _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 28th day of May, 2024, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN**
- RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

Diana Sanchez
City Clerk

From: Peters, Sarah
To: [Flynn, Maria](#); [Sanchez, Diana](#)
Subject: FW: Comment re: item 5B, 24-759 Application for Permanent Local Housing Allocation Program
Date: Tuesday, May 28, 2024 10:01:05 AM

It doesn't look like either of you were copied on this comment.

Thank you,

Sarah Peters

Assistant Planner

City of Fort Bragg | Community Development Department

416 North Franklin Street

Fort Bragg, CA 95437

Phone: 707-961-2827 ext. 114

Email: speters@fortbragg.com

Website: <http://city.fortbragg.com>



****City Hall is open for business 9:00 am – 5:00 pm Mon, Tue, Thu, and Fri; closed Wed and closed for lunch daily between 12:30-1:30 pm. I will respond to your email at my earliest convenience. Thank you for your patience.****

From: Shelley Mae Green <mtn.morn@gmail.com>

Sent: Monday, May 27, 2024 11:29 AM

To: Norvell, Bernie <bnorvell2@fortbragg.com>; Godeke, Jason <JGodeke@fortbragg.com>

Cc: Albin-Smith, Tess <talbinsmith@fortbragg.com>; lpeters@fortbragg.com; Rafanan, Marcia <mrafanan@fortbragg.com>; McCormick, Sarah <smccormick@fortbragg.com>; Peters, Sarah <speters@fortbragg.com>

Subject: Comment re: item 5B, 24-759 Application for Permanent Local Housing Allocation Program

Dear Fort Bragg City Council members,

I am writing to suggest that the Council **remove the word "an"** in the sentence at the bottom of page 1, continuing on page 2, in the **Application for Permanent Local Housing Allocation Program** funds. The funds can certainly be used as rent payment assistance, but this wording change will make it possible to also use (some of) the funds as low-interest, short term loans to remodel garages into "Community Cottages." **"An"** defines the project/developer as singular. **Removing the**

word "An" allows for either a single, or multiple entities to utilize the loan monies.

It would read as follows:

"BE IT FURTHER RESOLVED that, Applicant certifies that, if funds are awarded for the development of Affordable Rental Housing Development, the Local Government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the Project for a term of at least 55 years."

CA Code section 65852 says, "ADUs are an essential component of California's housing supply."

According to the California Department of Housing and Community Development, "Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) are an innovative and effective option for adding much needed housing in California." ADUs can be "Converted Existing Space: (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary residence that is converted into an independent living unit."

So, Community Cottages (aka "garage conversions") are considered ADUs. ADUs are one of the allowable uses for the California Permanent Local Housing Allocation/ 2023 PLHA, as quoted below.* Section 7300 also supports this kind of housing, as quoted below.**

Thank you for your consideration.

Sincerely,
Shelley Green

* As quoted from the California Permanent Local Housing Allocation/ 2023 PLHA--

The principal goal of this program is to make funding available to eligible Local Governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

B. Eligible Activities

2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

6. Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing... and the new construction, rehabilitation, and preservation of permanent and transitional housing.

** As quoted from the California Multifamily Housing Program Guidelines Section 7300--

Section 7304. Eligible Uses of Funds--

(b) (4) construction and Rehabilitation work;

(6) on-site improvements related to the Rental

Section 7307. Maximum Loan Amounts (pg10)

(b) (2) The initial base amount shall be \$30,000 per Restricted Unit...

Section 7308. Interest Rate and Loan Repayments (pg 11)

(a) Loans shall bear simple interest of 3% per annum on the

unpaid principal balance.

Section 7329. Eligibility for RWD Loans (pg 35)

(a) (2) include the new construction or Rehabilitation of a Rental Housing Development, or conversion of a nonresidential structure to a Rental Housing Development

(t) "Substantial Rehabilitation" means a Rehabilitation Project where the contract for Rehabilitation work equals or exceeds \$25,000 per Unit.

In California, a multifamily dwelling or use means "any Structure with more than one Dwelling Unit or Guest Room, and used for long-term dwelling."



City of Fort Bragg

416 N Franklin Street
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Phone: (707) 961-2823
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Text File

File Number: 24-761

Agenda Date: 5/28/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Readopt Master Traffic Resolution

The City Council considers changes to the Master Traffic Resolution a few times each year, as necessary. The last changes were made on September 11, 2023. Since that time, the Traffic Committee has considered five (5) Traffic Modification Requests filed with the City Clerk's Office by members of the community. Five (5) changes are included in this version of the Master Traffic Resolution:

1. Delete three (3) Blue Curbs:
 - One (1) at 200 E Oak St.
 - One (1) at 336 N Whipple St.
 - One (1) at 400 block of N Main St. adjacent to former North Coast Brewing Company Shop
2. Add one (1) Blue Curb at 142 N McPherson St.
3. Extend one (1) existing Loading Zone (16 feet) to cover the 39 feet between the new red curb marking and the next curb cut, located at 455 N Main St., on eastbound Pine St. near the intersection with N Main St.

RESOLUTION 1271-2024/A

MASTER TRAFFIC RESOLUTION

WHEREAS, Chapter 10.04 of the Fort Bragg Municipal Code establishes membership of the Traffic Committee to consist of the Chief of Police and Director of Public Works; and

WHEREAS, Chapter 10.08 of the Fort Bragg Municipal Code empowers the City Council, by resolution, to cause to be placed and maintained official traffic control devices; and

WHEREAS, Chapter 10.10 of the Fort Bragg Municipal Code provides that the City Council has authority to determine the placement of restricted turn signs; and

WHEREAS, Chapter 10.12 of the Fort Bragg Municipal Code provides for the City Council to designate by resolution one-way streets and alleys; and

WHEREAS, Chapter 10.14 of the Fort Bragg Municipal Code provides that the City Council may by resolution designate any street or portion thereof as through streets, any intersection or any highway (street) railway grade crossing at which vehicles are required to stop; and

WHEREAS, Section 10.20.030 of the Fort Bragg Municipal Code provides for the establishment of "no parking areas" by resolution of the City Council and indication of such area by sign or red curb; and

WHEREAS, Section 10.20.035 of the Fort Bragg Municipal Code provides for specified private properties to be subject to public traffic regulations; and

WHEREAS, certain properties have previously been designated by resolution as being subject to such public traffic regulations as provided by the Fort Bragg Municipal Code at such time as they are properly posted; and

WHEREAS, Section 22507 of the State of California Vehicle Code and Sections 10.20.190–215 of the Fort Bragg Municipal Code provide for the limitation of parking; and

WHEREAS, Chapter 10.21 of the Fort Bragg Municipal Code establishes the provisions for parking for disabled persons; and

WHEREAS, Chapter 10.22 of the Fort Bragg Municipal Code authorizes the City Council to determine the location of loading zones and passenger loading zones; and

WHEREAS, Chapter 10.28 of the Fort Bragg Municipal Code establishes prima facie speed limits of 25 mph and identifies the methodology for City Council to lower the speed limits by resolution; and

WHEREAS, Chapter 10.30 of the Fort Bragg Municipal Code provides that intersections may be declared to be yield right-of-way intersections; and

RESOLUTION 1271-2024/A (05-28-2024)
MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG

NOW, THEREFORE, BE IT RESOLVED that Resolution 1271-2023/B is hereby repealed and replaced in full by Resolution 1271-2024/A.

BE IT FURTHER RESOLVED that the following traffic and parking regulations and control shall be adopted and enforced pursuant to provisions and penalties of Title 10 of the Fort Bragg Municipal Code.

A. RIGHT TURN ONLY INTERSECTIONS

1. From North Noyo Point Road onto South Main Street (1-11-1999)
2. From the private roadway located at the north end of the South Main Street west frontage road onto South Main Street. (11-09-92; moved from Section P; 9-25-2000)

B. NO LEFT TURNS

Left turn movements at the following locations are declared to be prohibited:

1. 324 S. Lincoln Street, Redwood Elementary School parking lot. (11-22-2010)
2. 501 N. Main Street, The Brewery Shop at NCBC parking lot.

C. NO U TURN INTERSECTIONS

1. The north and eastbound quadrants of the intersection of Harold and Fir Streets.
2. All quadrants of the intersection of Harold and Laurel Streets.
3. All quadrants of the intersection of Harold and Pine Streets.

D. ONE-WAY STREETS

1. Alder Street one-way eastbound between Franklin and Main Streets. (1-27-1992; Amended: 11-26-2007)
2. Alley east of Franklin Street, one-way in a northerly direction between Cypress and Walnut Streets. (11-9-1998)
3. Alley between Harold and Corry Streets, one-way in a northerly direction between Pine and Fir Streets.
4. Alley between Main and Franklin Streets one-way in a southerly direction between Laurel and Oak Streets.
5. Alley between McPherson and Franklin Streets, one-way in a southerly direction between Pine and Laurel Streets.
6. Harold Street one-way in a northerly direction between Chestnut and Maple Streets.
7. Laurel Street one-way eastbound between Main and McPherson Streets.
8. North Lincoln Street one-way in a southerly direction between Cedar and Oak Streets. (4-26-1999)
9. South Lincoln Street one-way in a northerly direction between Willow and Oak Streets.
10. Park Street one-way in a southerly direction between Maple and Oak Streets.

E. THROUGH STREETS

The following are through streets subject to the provisions of Section 10.14.020 of the Fort Bragg Municipal Code and other provisions of this resolution.

1. Boatyard Street from Highway 20 north to Main Street. (3-22-1993)

RESOLUTION 1271-2024/A (05-28-2024)
MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG

2. Cedar Street from Harold Street to the east city limits.
3. Harold Street from Fir Street to Maple Street.
4. Harrison Street from Winifred Street to Chestnut Street.
5. Main Street from the north city limits to the south city limits.
6. Maple Street from Franklin Street to Lincoln Street.
7. Oak Street from Harold Street to the east city limits.
8. Pine Street from Franklin Street to Harold Street.
9. Redwood Avenue from Main Street to Harold Street.
10. South Street from Franklin Street to the east city limits.

F. STOP INTERSECTIONS

On all streets at their intersection with through streets listed above provided that where northbound and southbound through streets cross eastbound and westbound through streets, eastbound and westbound shall have the through traffic and northbound and southbound shall stop, unless it is designated otherwise herein.

1. Alder Street at Franklin Street, four-way stop for all traffic. (11-26-2007)
2. Alder Street at Harold Street for east and westbound traffic.
3. Alder Street at Harrison Street for east and westbound traffic.
4. Alder Street at Main Street for eastbound traffic. (9-25-2000; Amended 11-26-2007)
5. Alley east of Franklin Street at Walnut Street for northbound traffic. (9-25-2000)
6. Azalea Circle at Sanderson Way for eastbound traffic.
7. Boatyard Street at Highway 20 for southbound traffic.
8. Brandon Way at Fir Street for southbound traffic. (4-8-1991)
9. Bush Street at Franklin Street for east and westbound traffic.
10. Bush Street at Harrison Street for east and westbound traffic.
11. Bush Street at Main Street for east and westbound traffic. (9-25-2000)
12. Bush Street at West Street for east and westbound traffic. (1-12-2009)
13. Casa del Noyo Drive at North Harbor Drive for northbound traffic. (7-11-1988)
14. Cedar Street at Harold Street for westbound traffic.
15. Cedar Street at Sanderson Way, four-way stop for all traffic. (4-12-1999)
16. Chestnut Street at Corry and Grove intersection, four-way stop for all traffic.
17. Chestnut Street at Dana Street for westbound traffic. (03-09-2020)
18. Chestnut Street at Harrison Street, four-way stop for all traffic. (4-26-1993)
19. Chestnut Street at Lincoln Street, four-way stop for all traffic.
20. Chestnut Street at Sanderson Way, four-way stop for all traffic.
21. Chief Celeri Drive at Alder Street for north and southbound traffic. (4-8-1991)
22. Chief Celeri Drive at Oak Street for southbound traffic. (3-8-1993)
23. Corry Street at Alder Street for north and southbound traffic.
24. Corry Street at Fir Street for northbound traffic. (4-8-1991)
25. Corry Street at Laurel Street for north and southbound traffic.
26. Corry Street at Madrone Street for north and southbound traffic.
27. Corry Street at Maple Street for north and southbound traffic.
28. Corry Street at Oak Street for north and southbound traffic.
29. Corry Street at Pine Street for north and southbound traffic.

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30. Corry Street at Redwood Avenue for north and southbound traffic.
31. Cypress Street at Noyo Headlands Park exit for eastbound traffic.
32. Dana Street at Chestnut Street for southbound traffic.
33. Dana Street at the entrance to Fort Bragg High School student parking lot, three way stop for all traffic. (7-22-2002)
34. Dennison Lane at Cedar Street for north and southbound traffic. (9-23-1996)
35. Ebbing Way at Chestnut Street for northbound traffic.
36. Elm Street at Franklin Street for eastbound traffic.
37. Espey Way at Walnut Street for northbound traffic. (9-25-2000)
38. Fir Street at Franklin Street for east and westbound traffic. (9-25-2000)
39. Fir Street at Harrison Street for east and westbound traffic. (08-12-2019)
40. Fir Street at Main Street for east and westbound traffic. (9-25-2000)
41. Fir Street at Stewart Street for east and westbound traffic.
42. Fir Street at West Street for east and westbound traffic.
43. Florence Street at Oak Street for northbound traffic.
44. Florence Street at Willow Street for southbound traffic.
45. Franklin Street at Chestnut Street, four-way stop for all traffic.
46. Franklin Street at Cypress Street, four-way stop for all traffic. (Amended: 9-25-2000).
47. Franklin Street at Laurel Street, three-way stop for all traffic. (4-27-2015)
48. Franklin Street at North Harbor Drive, three-way stop; Franklin Street at two locations for southbound traffic.
49. Franklin Street at Oak Street, four-way stop for all traffic.
50. Franklin Street at Pine Street, four-way stop for all traffic.
51. Franklin Street at Redwood Avenue, four-way stop for all traffic. (9-25-2000)
52. Franklin Street at South Street for north and southbound traffic.
53. Franklin Street at Walnut Street, four-way stop for all traffic. (4-27-2015)
54. Georgia Pacific Logging Road at Cypress Street for southbound traffic. (Amended: 9-25-2000)
55. Glass Beach Drive at Stewart Street, three way stop for all traffic (11-13-2001)
56. Glass Beach Drive at West Elm Street, three way stop for all traffic (11-23-2015)
57. Harold Street at Chestnut Street for northbound traffic.
58. Harold Street at Fir Street for southbound traffic
59. Harrison Street at Maple Street for north and southbound traffic.
60. Harrison Street at Oak Street for north and southbound traffic.
61. Harrison Street at Pine Street for north and southbound traffic
62. Harrison Street at Redwood Avenue for north and southbound traffic.
63. Harrison Street at Walnut Street for southbound traffic. (1-25-1993)
64. Hazel Street at Franklin Street for east and westbound traffic. (9-25-2000)
65. Hazel Street at Harrison Street for eastbound traffic.
66. Hazel Street at Main Street for westbound traffic. (9-25-2000)
67. Hazel Street at McPherson Street for east and westbound traffic.
68. Hazelwood Street at South Street for northbound traffic. (4-9-1990)
69. Hocker Lane at Oak Street for northbound traffic. (9-25-2000)

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70. Holmes Lane at Glass Beach Drive for westbound traffic (1-24-1994; amended: 9-25-2000)
71. Holmes Lane at Stewart Street for eastbound traffic (1-24-1994)
72. Howland Court at Oak Street for southbound traffic. (9-25-2000)
73. Jewett Street at Oak Street for northbound traffic. (9-25-2000)
74. John Cimolino Way at Stewart Street for westbound traffic. (9-25-2000)
75. Laurel Street at Harold Street for east and westbound traffic.
76. Laurel Street at Harrison Street for east and westbound traffic.
77. Laurel Street at McPherson Street for east and westbound traffic.
78. Laurel Street at Whipple Street, four-way stop for all traffic.
79. Lincoln Street at Alder Street for southbound traffic (6-12-1995; amended: 9-25-2000)
80. Lincoln Street at Oak Street for north and southbound traffic.
81. Lincoln Street at Willow Street for northbound traffic.
82. Livingston at Oak Street for northbound traffic.
83. Livingston Street at Willow Street for southbound traffic. (10-28-1996)
84. Lonne Way at Sanderson Way for westbound traffic. (2-24-1997)
85. Madrone Street at Franklin Street for east and westbound traffic. (9-25-2000)
86. Madrone Street at Harold Street for eastbound traffic.
87. Madrone Street at Harrison Street for east and westbound traffic.
88. Madrone Street at Main Street for westbound traffic. (9-25-2000)
89. Manzanita Street at Main Street for westbound traffic. (9-25-2000)
90. Maple Street at Franklin Street for east and westbound traffic.
91. Maple Street at Lincoln Street for eastbound traffic.
92. Maple Street at Main Street for westbound traffic. (9-25-2000)
93. Maple Street at South Harold Street, four way stop for all traffic. (03-09-2020)
94. McKinley Street at Alder Street for northbound traffic (6-12-1995) McKinley Street at Oak Street for southbound traffic.
95. McPherson Street at Alder Street for north and southbound traffic.
96. McPherson Street at Chestnut Street for southbound traffic.
97. McPherson Street at Fir Street for north and southbound traffic.
98. McPherson Street at Madrone Street for north and southbound traffic.
99. McPherson Street at Maple Street for north and southbound traffic.
100. McPherson Street at Oak Street for north and southbound traffic.
101. McPherson Street at Pine Street for north and southbound traffic.
102. McPherson Street at Redwood Avenue for north and southbound traffic.
103. Minnesota Avenue at Chestnut Street for northbound traffic.
104. Morrow Street at Alder Street for north and southbound traffic. (2-13-1989; 6-12-1995)
105. Morrow Street at Cedar Street for north and southbound traffic.
106. Morrow Street at Laurel Street for northbound traffic.
107. Morrow Street at Oak Street for southbound traffic.
108. Myrtle Street at North Harbor Drive for southbound traffic. (1-27-1997)
109. Myrtle Street at South Street for northbound traffic. (1-27-1997)

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110. North Harbor Drive at Main Street for westbound traffic. (9-25-2000)
111. North Noyo Point Road at Main Street for eastbound traffic. (9-25-2000)
112. Noyo Heights Drive at Sanderson Way for eastbound traffic. (2-24-1997)
113. Oak Street at Dana Street, four-way stop for all traffic. (7-22-2002)
114. Oak Street at Harold Street, four-way stop for all traffic.
115. Oak Street at Sanderson Way, four-way stop for all traffic.
116. Oak Terrace Court at Oak Street for southbound traffic.
117. Olsen Lane at Chestnut Street for northbound traffic.
118. Park Street at Maple Street for north and southbound traffic.
119. Park Street at Willow Street for southbound traffic.
120. Penitenti Way at Sanderson Way for eastbound traffic.
121. Perkins Way at Bush Street for north and southbound traffic. (4-8-1991)
122. Perkins Way at Fir Street for southbound traffic. (4-8-1991)
123. Pine Street at Harold Street for eastbound traffic.
124. Pine Street at Main Street for east and westbound traffic. (9-25-2000)
125. Redwood Avenue at Harold Street for east and westbound traffic.
126. River Drive at Cypress Street; two locations.
127. River Drive at Kemppe Way for southbound traffic; two signed locations. (6-10-1996)
128. River Drive at South Street for southbound traffic.
129. Sequoia Circle at South Street for southbound traffic.
130. South Main Street west frontage road at Ocean View Drive for southbound traffic. (11-9-1992)
131. South Main Street west frontage road at private roadway for northbound traffic. (11-9-1992)
132. South Main Street west frontage road at South Main Street for eastbound traffic.
133. South Street at Main Street for westbound traffic. (9-25-2000)
134. Spring Street at Chestnut Street for northbound traffic.
135. Spruce Street at Franklin Street for east and westbound traffic.
136. Spruce Street at Main Street for east and westbound traffic. (9-25-2000)
137. Stewart Street at Bush Street for north and southbound traffic.
138. Stewart Street at Elm Street for north and southbound traffic (1-24-1994)
139. Stewart Street at Pine Street for southbound traffic.
140. Stewart Street at Spruce Street for north and southbound traffic.
141. Susie Court at Chestnut Street for southbound traffic. (4-27-1992)
142. Taubold Court at Dana Street for westbound traffic.
143. Wall Street at Chestnut Street for southbound traffic.
144. Wall Street at Oak Street for northbound traffic.
145. Wall Street at Willow Street, four-way stop for all traffic (7-11-1988; amended: 9-25-2000)
146. Walnut Street at Main Street for westbound traffic. (9-25-2000)
147. West Street at Pine Street for north and southbound traffic. (1-12-2009)
148. Whipple Street at Alder Street for north and southbound traffic.

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- 149. Whipple Street at Chestnut for north and southbound traffic.
- 150. Whipple Street at Fir Street for northbound traffic. (4-8-1991)
- 151. Whipple Street at Madrone Street for north and southbound traffic.
- 152. Whipple Street at Maple Street for north and southbound traffic.
- 153. Whipple Street at Oak Street for north and southbound traffic.
- 154. Whipple Street at Pine Street for north and southbound traffic.
- 155. Whipple Street at Redwood Avenue for north and southbound traffic.
- 156. Whipple Street at Walnut Street for southbound traffic (12-13-1993)
- 157. Willow Street at Harold Street for westbound traffic.
- 158. Willow Street at Sanderson Way for eastbound traffic.
- 159. Woodland Drive at Chestnut Street for northbound traffic.
- 160. Woodward Street at North Harbor Drive for southbound traffic. (1-27-1997)
- 161. Woodward Street at South Street for northbound traffic. (1-27-1997)

G. NO PARKING ZONES

No Parking Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

H. RESTRICTED PARKING ON PRIVATE PROPERTY

Pursuant to Vehicle Code, Section 21107.8 and Fort Bragg Municipal Code, Section 10.20.035, the following privately owned and maintained off-street parking facilities are subject to the provisions and penalties of Title 10 of the Fort Bragg Municipal Code, Sections 22350, 23109 and the provision of Division 16.5, commencing with Section 38000 of the Vehicle Code.

BUSINESS TYPE	NUMBER	DIRECTION	LOCATION	DATE
Boatyard Shopping Center	100		Boatyard Drive	11-14-1988 Amended
Coast Christian Center	1004		Chestnut Street	11-22-2004
Calvary Baptist Church	1144		Chestnut Street	3-8-1999
Fort Bragg High School	300		Dana Street	10-09-1990
Mendocino Lithographers; parking on alley	100	N	Franklin Street	
Community First Credit Union; parking lot across street	147	N	Franklin Street	
Purity Store	242	N	Franklin Street	
Well House West	311	N	Franklin Street	
Business/Apartments - The Showcase; parking on alley	333	N	Franklin Street	6-22-1992
Northwest Insurance Agency; parking on alley	522	N	Franklin Street	9-25-1989
Sew-n-Sew	890	N	Franklin Street	2-26-2018

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Franklin St. Center	410-422	S	Franklin Street	1-30-2019
Mendocino Railway	100	W	Laurel Street	
Bank of America	228	N	Main Street	
CBD Business Complex-Redwood Center	247	N	Main Street	12-14-1998
CBD Business Complex	250	N	Main Street	10-25-1993; Amended: 2-14-2000
Coast Hardware & Radio Shack Dealer	300	N	Main Street	7-22-2002
CBD Business Complex; parking on alley	322	N	Main Street	7-10-1989
CBD Business Complex; parking on alley	338	N	Main Street	
CBD Business Complex; parking on alley	342	N	Main Street	3-24-1997
Fort Bragg Depot	401	N	Main Street	8-12-1996
North Coast Brewing Company-Tap room	444	N	Main Street	
Auto & Tow Shop	734	N	Main Street	
Business (Real Estate/Legal)	809	N	Main Street	4-23-1990
Nello's Market	860	N	Main Street	
North O'Town Industrial	1260	N	Main Street	
Gas Station	105	S	Main Street	
Business Complex	112	S	Main Street	6-8-1998
Evelyn Tregoning Buildings	120	S	Main Street	2-13-1989
CVS	150	S	Main Street	
Auto/Second Hand	350	S	Main Street	9-26-1988
Rite Aid	490	S	Main Street	
Safeway Stores	660	S	Main Street	
Business/News	684 /690	S	Main Street	12-12-1988
Insurance	720	S	Main Street	
Restaurant	740	S	Main Street	
Harbor Trailer Park	1021	S	Main Street	8-8-1988; Amended 6- 8-1998
McDonald's of Fort Bragg	1190	S	Main Street	4-8-1996
Auto Shop	110		Manzanita Street	
Colombi's Laundromat	647		Oak Street	6-26-1989
Medical/Business Complex	221		Pine Street	1-9-1989
Insurance	124	E	Pine Street	9-12-1994
Lyme Redwood	90	W	Redwood Avenue	
Mendocino Coast District Hospital	700		River Drive	4-14-2003

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Medical	890		River Drive	4-27-1998
First Presbyterian Church	367	S	Sanderson Way	4-14-2003

I. TIME OR DAY LIMITED NO PARKING ZONES

No Parking - Time or Day Limited Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

J. SHORT TERM PARKING (GREEN) ZONES

Short Term Parking Zones will be designated, signed or marked as Short Term Parking Zones as provided in Chapter 10.20.

K. ONE HOUR PARKING ZONES

None at present.

L. TWO HOUR PARKING ZONES

The following listed areas are declared to be two hour parking zones between the hours of 9:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

1. Public right-of-way areas:

- a. Alder Street, both sides, from the alley between Main and Franklin Streets to the alley between Franklin and McPherson Streets. (1-9-1995; Amended 11-26-2007)
- b. Alder Street, both sides, west of Main Street. (1-9-1995)
- c. Franklin Street, both sides, between Pine and Oak Streets.
- d. Laurel Street, both sides, from the west end of Laurel Street to McPherson Street.
- e. Main Street, both sides, between Pine and Alder Streets. (9-27-1993)
- f. McPherson Street, 200 block for a distance of 158 feet from Redwood Avenue on east side, and 107 feet from Redwood Avenue on west side.
- g. Oak Street, both sides, between Main and Franklin Streets, and south side of Oak Street between Franklin and alley west of McPherson.
- h. Pine Street, south side, between Franklin and Main Streets.
- i. Redwood Avenue, both sides from the west end of Redwood Avenue to Harrison Street.

M. TIMED PARKING FOR ELECTRIC VEHICLE CHARGING STATIONS

Parking time limits for Electric Vehicle (EV) Charging Stations will be designated by accompanying signage and enforceable between the hours of 9:00 a.m. and 10:00 p.m. seven (7) days a week, as provided in Chapter 10.20. The following areas shall be regulated by EV provisions.

1. City Hall parking lot, 416 N Franklin Street (2 spaces, effective date 2-21-2018)
2. Laurel Street public parking lot, 230 E Laurel Street (2 spaces, effective date 2-21-2018)

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MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

N. BLUE CURB HANDICAP ZONE APPROVALS

		STREET ADDRESS	OWNER/LOCATION	DATE
100 block of	E	Alder Street	U.S. Post Office	
248	E	Alder Street (on west side of McPherson Street)	Gwen Matson	7-24-2006
100 block of	W	Bush Street (Northwest corner at Main Street)	Rosenthal Construction Building	4-13-1992
250	E	Cypress Street	Fort Bragg Police Department- 2 spaces	
654	W	Cypress Street	Noyo Headlands Park-South Trail-2 spaces	
335	N	Corry Street	Ofelia Ybarra	11-28-2022
360	N	Corry Street	First Methodist Church	
200 block	N	Corry Street at Redwood Avenue	Trinity Lutheran Church- 2 spaces	2-11-2019
470	S	Corry Street	V. Teausant	08-12-2019
155	E	Cypress St	Donna Worster; space at Franklin St intersection	2-26-2018
300	W	Elm Street	Noyo Headlands Park-North Trail - 4 spaces	
201	E	Fir Street	St Michaels Episcopal Church; curb on Franklin Street	
200 block of	N	Franklin Street	U.S. Post Office; third parking space north of Alder Street, as restricted use only. Signs posted will indicate space is neither van accessible, nor wheelchair accessible.	10-23-2000
333	N	Franklin Street	Art Explorers	04-11-2022
416	N	Franklin Street	City Hall Parking Lot	
500 block	N	Franklin Street	First Baptist Church	1-9-1995
201	S	Franklin Street	Mabel Bozzoli	9-28-1998
1000 block		Glass Beach Drive	End of Glass Beach Drive at Pudding Creek Tress bridge - 2 spaces	
490	N	Harold Street	Senior Center/Middle School – two spaces	
500	N	Harold Street	Fort Bragg Middle School - one space	07-24-2023
545	N	Harold Street	Ali & Rick Van Zee	08-12-2019
255	S	Harold Street	Our Lady of Good Counsel	12-14-1998
127	N	Harrison Street	Lorraine Reid	1-23-2017
140	N	Harrison Street	Phil Acosta	1-23-2017
300	N	Harrison Street	Rick Sapinski	1-23-2017

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		STREET ADDRESS	OWNER/LOCATION	DATE
124	E	Laurel Street	Cucina Verona	03/09/2020
200	E	Laurel Street	Southwest Corner of Laurel & Franklin	11-26-2012
400 block	E	Laurel Street, south side— one space west of the driveway	Veteran's Memorial Building	6-28-1999
499	E	Laurel Street	FB Branch/Mendo Co. Library	
800 block	E	Laurel Street	Otis Johnson Park entrance on Laurel Street – one space	
125	S	Lincoln Street	Dick Finch	7-08-2013
300	S	Lincoln Street	CV Starr Center- five spaces	
324	S	Lincoln Street	Redwood Elementary School- two spaces	4-26-1999
355	S	Lincoln Street	LDS Church	12-14-1998
141	N	Main Street Parking Lot	City of Fort Bragg Fire Department	
363	N	Main Street	Town Hall	3-8-1993
802	N	Main Street	California Department of Forestry; space is located on Spruce Street	10-9-2001
600	E	Maple Street	Our Lady of Good Counsel – two spaces	
151	S	McPherson Street	Angelina Moura – two spaces, one on McPherson one on Madrone	04-11-2022
142	N	McPherson Street	Theresa Brazil	5/28/2024
242	N	McPherson Street	Barry Cusick	7-23-2007
320	N	McPherson Street	Dawn Ferreira	11-28-2022
137	E	Oak Street	Hospitality Center (Oak Street side)	
224	E	Oak Street	Dora Baroni TTE	7-25-2016
315	E	Oak Street	Scott Taubold	7-25-2005
127	E	Pine Street	First Baptist Church	1-27-1992
203	E	Pine Street	Dental/Medical Complex	05-29-2018
230	E	Pine Street	William Yeomans	7-12-2010
309	E	Redwood Avenue	Curves	11-26-2007
430	E	Redwood Avenue	Fort Bragg Lions Club	8-24-1992
620	E	Redwood Avenue	Trinity Lutheran Church- 2 spaces	2/11/2019
648		Stewart Street	Alan McClintock	7-24-2023
930		Stewart Street	Glass Beach Preschool; space is located on John Cimolino Way, north side	7-26-1999; amended: 9-25-2000
310	N	Whipple Street	Sergio Sanchez	4-14-2003
446	N	Whipple Street (curb on Whipple Street just south of Red Zone at stop on Pine)	Seventh Day Adventist Church	07-11-2011
540	N	Whipple Street	Martine Baltierra	09-11-2023
465	S	Whipple Street	Katherine Thompson	11-23-1992

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O. PASSENGER LOADING (WHITE LIMITED PARKING) ZONES

The following areas shall be limited to the loading and unloading of passengers between the hours of 7:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

1. Fir Street, at Fort Bragg Middle School, east end at Harold Street starting 11' from corner for a distance of 22'. (9-25-2000)
2. 135 S. Franklin Street, at Coast Cinemas, to replace current green zone. (4-27-2015)
3. Laurel Street, at Fort Bragg Library, from a point 61 feet west of Whipple Street for a distance of 30 feet. (7-23-2007)
4. Stewart Street at John Cimolino Way in front of 930 Stewart Street; starting from the curb ramp and going west for 22'. (9-25-2000)

P. LOADING (YELLOW LIMITED PARKING) ZONES

Loading Zones will be designated, signed or marked as Loading Zones as provided in Chapter 10.22.

Q. 15 MPH ZONE

1. 100 block of S. Lincoln Street. (04-09-1990)
2. 200 block of Park Street. (1-11-2010)
3. West Cypress Street. Noyo Headlands Park Entrance (03-09-2020)

R. YIELD RIGHT OF WAY

None at present.

S. SCHOOL ZONE SPEED

The following streets are hereby declared as school zones. The speed limit in said zones as described below shall be 15 miles per hour when children are present.

1. Chestnut Street, between Lincoln and eastern city limits.
2. Dana Street between Chestnut and the extension of Willow Street.
3. East Fir Street between North Whipple and North Harold.
4. Harold Street between Cedar and Fir Streets. (9-25-2000)
5. Lincoln Street, between Chestnut and Willow Streets.
6. Ocean View Drive, near Leonard Holmes Street/Harbor Avenue. (11-23-2015)
7. Sanderson Way, between Chestnut and Willow Streets.

T. MOTORIZED VEHICLES PROHIBITED

1. Extension of N Dana between Oak Street and Cedar Street. (5-9-88)
2. Extension of Willow Street between Sanderson Way and Dana Street.

U. EMERGENCY VEHICLES ONLY

1. Boatyard Shopping Center at northwest corner of parking lot. As authorized by property owner in accordance with FBMC Title 10 and California Vehicle Code Section 38000 et seq. (6-10-1991)

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of

RESOLUTION 1271-2024/A (05-28-2024)
MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG

the City Council of the City of Fort Bragg held on the 28th day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Diana Sanchez
City Clerk

RESOLUTION 1271-2023/B

MASTER TRAFFIC RESOLUTION

WHEREAS, Chapter 10.04 of the Fort Bragg Municipal Code establishes membership of the Traffic Committee to consist of the Chief of Police and Director of Public Works; and

WHEREAS, Chapter 10.08 of the Fort Bragg Municipal Code empowers the City Council, by resolution, to cause to be placed and maintained official traffic control devices; and

WHEREAS, Chapter 10.10 of the Fort Bragg Municipal Code provides that the City Council has authority to determine the placement of restricted turn signs; and

WHEREAS, Chapter 10.12 of the Fort Bragg Municipal Code provides for the City Council to designate by resolution one-way streets and alleys; and

WHEREAS, Chapter 10.14 of the Fort Bragg Municipal Code provides that the City Council may by resolution designate any street or portion thereof as through streets, any intersection or any highway (street) railway grade crossing at which vehicles are required to stop; and

WHEREAS, Section 10.20.030 of the Fort Bragg Municipal Code provides for the establishment of "no parking areas" by resolution of the City Council and indication of such area by sign or red curb; and

WHEREAS, Section 10.20.035 of the Fort Bragg Municipal Code provides for specified private properties to be subject to public traffic regulations; and

WHEREAS, certain properties have previously been designated by resolution as being subject to such public traffic regulations as provided by the Fort Bragg Municipal Code at such time as they are properly posted; and

WHEREAS, Section 22507 of the State of California Vehicle Code and Sections 10.20.190–215 of the Fort Bragg Municipal Code provide for the limitation of parking; and

WHEREAS, Chapter 10.21 of the Fort Bragg Municipal Code establishes the provisions for parking for disabled persons; and

WHEREAS, Chapter 10.22 of the Fort Bragg Municipal Code authorizes the City Council to determine the location of loading zones and passenger loading zones; and

WHEREAS, Chapter 10.28 of the Fort Bragg Municipal Code establishes prima facie speed limits of 25 mph and identifies the methodology for City Council to lower the speed limits by resolution; and

WHEREAS, Chapter 10.30 of the Fort Bragg Municipal Code provides that intersections may be declared to be yield right-of-way intersections; and

RESOLUTION 1271-2023/B (09-11-2023)
MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG

NOW, THEREFORE, BE IT RESOLVED that Resolution 1271-2023/A is hereby repealed and replaced in full by Resolution 1271-2023/B.

BE IT FURTHER RESOLVED that the following traffic and parking regulations and control shall be adopted and enforced pursuant to provisions and penalties of Title 10 of the Fort Bragg Municipal Code.

A. RIGHT TURN ONLY INTERSECTIONS

1. From North Noyo Point Road onto South Main Street (1-11-1999)
2. From the private roadway located at the north end of the South Main Street west frontage road onto South Main Street. (11-09-92; moved from Section P; 9-25-2000)

B. NO LEFT TURNS

Left turn movements at the following locations are declared to be prohibited:

1. 324 S. Lincoln Street, Redwood Elementary School parking lot. (11-22-2010)
2. 501 N. Main Street, The Brewery Shop at NCBC parking lot.

C. NO U TURN INTERSECTIONS

1. The north and eastbound quadrants of the intersection of Harold and Fir Streets.
2. All quadrants of the intersection of Harold and Laurel Streets.
3. All quadrants of the intersection of Harold and Pine Streets.

D. ONE-WAY STREETS

1. Alder Street one-way eastbound between Franklin and Main Streets. (1-27-1992; Amended: 11-26-2007)
2. Alley east of Franklin Street, one-way in a northerly direction between Cypress and Walnut Streets. (11-9-1998)
3. Alley between Harold and Corry Streets, one-way in a northerly direction between Pine and Fir Streets.
4. Alley between Main and Franklin Streets one-way in a southerly direction between Laurel and Oak Streets.
5. Alley between McPherson and Franklin Streets, one-way in a southerly direction between Pine and Laurel Streets.
6. Harold Street one-way in a northerly direction between Chestnut and Maple Streets.
7. Laurel Street one-way eastbound between Main and McPherson Streets.
8. North Lincoln Street one-way in a southerly direction between Cedar and Oak Streets. (4-26-1999)
9. South Lincoln Street one-way in a northerly direction between Willow and Oak Streets.
10. Park Street one-way in a southerly direction between Maple and Oak Streets.

E. THROUGH STREETS

The following are through streets subject to the provisions of Section 10.14.020 of the Fort Bragg Municipal Code and other provisions of this resolution.

1. Boatyard Street from Highway 20 north to Main Street. (3-22-1993)

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2. Cedar Street from Harold Street to the east city limits.
3. Harold Street from Fir Street to Maple Street.
4. Harrison Street from Winifred Street to Chestnut Street.
5. Main Street from the north city limits to the south city limits.
6. Maple Street from Franklin Street to Lincoln Street.
7. Oak Street from Harold Street to the east city limits.
8. Pine Street from Franklin Street to Harold Street.
9. Redwood Avenue from Main Street to Harold Street.
10. South Street from Franklin Street to the east city limits.

F. STOP INTERSECTIONS

On all streets at their intersection with through streets listed above provided that where northbound and southbound through streets cross eastbound and westbound through streets, eastbound and westbound shall have the through traffic and northbound and southbound shall stop, unless it is designated otherwise herein.

1. Alder Street at Franklin Street, four-way stop for all traffic. (11-26-2007)
2. Alder Street at Harold Street for east and westbound traffic.
3. Alder Street at Harrison Street for east and westbound traffic.
4. Alder Street at Main Street for eastbound traffic. (9-25-2000; Amended 11-26-2007)
5. Alley east of Franklin Street at Walnut Street for northbound traffic. (9-25-2000)
6. Azalea Circle at Sanderson Way for eastbound traffic.
7. Boatyard Street at Highway 20 for southbound traffic.
8. Brandon Way at Fir Street for southbound traffic. (4-8-1991)
9. Bush Street at Franklin Street for east and westbound traffic.
10. Bush Street at Harrison Street for east and westbound traffic.
11. Bush Street at Main Street for east and westbound traffic. (9-25-2000)
12. Bush Street at West Street for east and westbound traffic. (1-12-2009)
13. Casa del Noyo Drive at North Harbor Drive for northbound traffic. (7-11-1988)
14. Cedar Street at Harold Street for westbound traffic.
15. Cedar Street at Sanderson Way, four-way stop for all traffic. (4-12-1999)
16. Chestnut Street at Corry and Grove intersection, four-way stop for all traffic.
17. Chestnut Street at Dana Street for westbound traffic. (03-09-2020)
18. Chestnut Street at Harrison Street, four-way stop for all traffic. (4-26-1993)
19. Chestnut Street at Lincoln Street, four-way stop for all traffic.
20. Chestnut Street at Sanderson Way, four-way stop for all traffic.
21. Chief Celeri Drive at Alder Street for north and southbound traffic. (4-8-1991)
22. Chief Celeri Drive at Oak Street for southbound traffic. (3-8-1993)
23. Corry Street at Alder Street for north and southbound traffic.
24. Corry Street at Fir Street for northbound traffic. (4-8-1991)
25. Corry Street at Laurel Street for north and southbound traffic.
26. Corry Street at Madrone Street for north and southbound traffic.
27. Corry Street at Maple Street for north and southbound traffic.
28. Corry Street at Oak Street for north and southbound traffic.
29. Corry Street at Pine Street for north and southbound traffic.

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30. Corry Street at Redwood Avenue for north and southbound traffic.
31. Cypress Street at Noyo Headlands Park exit for eastbound traffic.
32. Dana Street at Chestnut Street for southbound traffic.
33. Dana Street at the entrance to Fort Bragg High School student parking lot, three way stop for all traffic. (7-22-2002)
34. Dennison Lane at Cedar Street for north and southbound traffic. (9-23-1996)
35. Ebbing Way at Chestnut Street for northbound traffic.
36. Elm Street at Franklin Street for eastbound traffic.
37. Espey Way at Walnut Street for northbound traffic. (9-25-2000)
38. Fir Street at Franklin Street for east and westbound traffic. (9-25-2000)
39. Fir Street at Harrison Street for east and westbound traffic. (08-12-2019)
40. Fir Street at Main Street for east and westbound traffic. (9-25-2000)
41. Fir Street at Stewart Street for east and westbound traffic.
42. Fir Street at West Street for east and westbound traffic.
43. Florence Street at Oak Street for northbound traffic.
44. Florence Street at Willow Street for southbound traffic.
45. Franklin Street at Chestnut Street, four-way stop for all traffic.
46. Franklin Street at Cypress Street, four-way stop for all traffic. (Amended: 9-25-2000).
47. Franklin Street at Laurel Street, three-way stop for all traffic. (4-27-2015)
48. Franklin Street at North Harbor Drive, three-way stop; Franklin Street at two locations for southbound traffic.
49. Franklin Street at Oak Street, four-way stop for all traffic.
50. Franklin Street at Pine Street, four-way stop for all traffic.
51. Franklin Street at Redwood Avenue, four-way stop for all traffic. (9-25-2000)
52. Franklin Street at South Street for north and southbound traffic.
53. Franklin Street at Walnut Street, four-way stop for all traffic. (4-27-2015)
54. Georgia Pacific Logging Road at Cypress Street for southbound traffic. (Amended: 9-25-2000)
55. Glass Beach Drive at Stewart Street, three way stop for all traffic (11-13-2001)
56. Glass Beach Drive at West Elm Street, three way stop for all traffic (11-23-2015)
57. Harold Street at Chestnut Street for northbound traffic.
58. Harold Street at Fir Street for southbound traffic
59. Harrison Street at Maple Street for north and southbound traffic.
60. Harrison Street at Oak Street for north and southbound traffic.
61. Harrison Street at Pine Street for north and southbound traffic
62. Harrison Street at Redwood Avenue for north and southbound traffic.
63. Harrison Street at Walnut Street for southbound traffic. (1-25-1993)
64. Hazel Street at Franklin Street for east and westbound traffic. (9-25-2000)
65. Hazel Street at Harrison Street for eastbound traffic.
66. Hazel Street at Main Street for westbound traffic. (9-25-2000)
67. Hazel Street at McPherson Street for east and westbound traffic.
68. Hazelwood Street at South Street for northbound traffic. (4-9-1990)
69. Hocker Lane at Oak Street for northbound traffic. (9-25-2000)

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70. Holmes Lane at Glass Beach Drive for westbound traffic (1-24-1994; amended: 9-25-2000)
71. Holmes Lane at Stewart Street for eastbound traffic (1-24-1994)
72. Howland Court at Oak Street for southbound traffic. (9-25-2000)
73. Jewett Street at Oak Street for northbound traffic. (9-25-2000)
74. John Cimolino Way at Stewart Street for westbound traffic. (9-25-2000)
75. Laurel Street at Harold Street for east and westbound traffic.
76. Laurel Street at Harrison Street for east and westbound traffic.
77. Laurel Street at McPherson Street for east and westbound traffic.
78. Laurel Street at Whipple Street, four-way stop for all traffic.
79. Lincoln Street at Alder Street for southbound traffic (6-12-1995; amended: 9-25-2000)
80. Lincoln Street at Oak Street for north and southbound traffic.
81. Lincoln Street at Willow Street for northbound traffic.
82. Livingston at Oak Street for northbound traffic.
83. Livingston Street at Willow Street for southbound traffic. (10-28-1996)
84. Lonne Way at Sanderson Way for westbound traffic. (2-24-1997)
85. Madrone Street at Franklin Street for east and westbound traffic. (9-25-2000)
86. Madrone Street at Harold Street for eastbound traffic.
87. Madrone Street at Harrison Street for east and westbound traffic.
88. Madrone Street at Main Street for westbound traffic. (9-25-2000)
89. Manzanita Street at Main Street for westbound traffic. (9-25-2000)
90. Maple Street at Franklin Street for east and westbound traffic.
91. Maple Street at Lincoln Street for eastbound traffic.
92. Maple Street at Main Street for westbound traffic. (9-25-2000)
93. Maple Street at South Harold Street, four way stop for all traffic. (03-09-2020)
94. McKinley Street at Alder Street for northbound traffic (6-12-1995) McKinley Street at Oak Street for southbound traffic.
95. McPherson Street at Alder Street for north and southbound traffic.
96. McPherson Street at Chestnut Street for southbound traffic.
97. McPherson Street at Fir Street for north and southbound traffic.
98. McPherson Street at Madrone Street for north and southbound traffic.
99. McPherson Street at Maple Street for north and southbound traffic.
100. McPherson Street at Oak Street for north and southbound traffic.
101. McPherson Street at Pine Street for north and southbound traffic.
102. McPherson Street at Redwood Avenue for north and southbound traffic.
103. Minnesota Avenue at Chestnut Street for northbound traffic.
104. Morrow Street at Alder Street for north and southbound traffic. (2-13-1989; 6-12-1995)
105. Morrow Street at Cedar Street for north and southbound traffic.
106. Morrow Street at Laurel Street for northbound traffic.
107. Morrow Street at Oak Street for southbound traffic.
108. Myrtle Street at North Harbor Drive for southbound traffic. (1-27-1997)
109. Myrtle Street at South Street for northbound traffic. (1-27-1997)

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110. North Harbor Drive at Main Street for westbound traffic. (9-25-2000)
111. North Noyo Point Road at Main Street for eastbound traffic. (9-25-2000)
112. Noyo Heights Drive at Sanderson Way for eastbound traffic. (2-24-1997)
113. Oak Street at Dana Street, four-way stop for all traffic. (7-22-2002)
114. Oak Street at Harold Street, four-way stop for all traffic.
115. Oak Street at Sanderson Way, four-way stop for all traffic.
116. Oak Terrace Court at Oak Street for southbound traffic.
117. Olsen Lane at Chestnut Street for northbound traffic.
118. Park Street at Maple Street for north and southbound traffic.
119. Park Street at Willow Street for southbound traffic.
120. Penitenti Way at Sanderson Way for eastbound traffic.
121. Perkins Way at Bush Street for north and southbound traffic. (4-8-1991)
122. Perkins Way at Fir Street for southbound traffic. (4-8-1991)
123. Pine Street at Harold Street for eastbound traffic.
124. Pine Street at Main Street for east and westbound traffic. (9-25-2000)
125. Redwood Avenue at Harold Street for east and westbound traffic.
126. River Drive at Cypress Street; two locations.
127. River Drive at Kemppe Way for southbound traffic; two signed locations. (6-10-1996)
128. River Drive at South Street for southbound traffic.
129. Sequoia Circle at South Street for southbound traffic.
130. South Main Street west frontage road at Ocean View Drive for southbound traffic. (11-9-1992)
131. South Main Street west frontage road at private roadway for northbound traffic. (11-9-1992)
132. South Main Street west frontage road at South Main Street for eastbound traffic.
133. South Street at Main Street for westbound traffic. (9-25-2000)
134. Spring Street at Chestnut Street for northbound traffic.
135. Spruce Street at Franklin Street for east and westbound traffic.
136. Spruce Street at Main Street for east and westbound traffic. (9-25-2000)
137. Stewart Street at Bush Street for north and southbound traffic.
138. Stewart Street at Elm Street for north and southbound traffic (1-24-1994)
139. Stewart Street at Pine Street for southbound traffic.
140. Stewart Street at Spruce Street for north and southbound traffic.
141. Susie Court at Chestnut Street for southbound traffic. (4-27-1992)
142. Taubold Court at Dana Street for westbound traffic.
143. Wall Street at Chestnut Street for southbound traffic.
144. Wall Street at Oak Street for northbound traffic.
145. Wall Street at Willow Street, four-way stop for all traffic (7-11-1988; amended: 9-25-2000)
146. Walnut Street at Main Street for westbound traffic. (9-25-2000)
147. West Street at Pine Street for north and southbound traffic. (1-12-2009)
148. Whipple Street at Alder Street for north and southbound traffic.

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- 149. Whipple Street at Chestnut for north and southbound traffic.
- 150. Whipple Street at Fir Street for northbound traffic. (4-8-1991)
- 151. Whipple Street at Madrone Street for north and southbound traffic.
- 152. Whipple Street at Maple Street for north and southbound traffic.
- 153. Whipple Street at Oak Street for north and southbound traffic.
- 154. Whipple Street at Pine Street for north and southbound traffic.
- 155. Whipple Street at Redwood Avenue for north and southbound traffic.
- 156. Whipple Street at Walnut Street for southbound traffic (12-13-1993)
- 157. Willow Street at Harold Street for westbound traffic.
- 158. Willow Street at Sanderson Way for eastbound traffic.
- 159. Woodland Drive at Chestnut Street for northbound traffic.
- 160. Woodward Street at North Harbor Drive for southbound traffic. (1-27-1997)
- 161. Woodward Street at South Street for northbound traffic. (1-27-1997)

G. NO PARKING ZONES

No Parking Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

H. RESTRICTED PARKING ON PRIVATE PROPERTY

Pursuant to Vehicle Code, Section 21107.8 and Fort Bragg Municipal Code, Section 10.20.035, the following privately owned and maintained off-street parking facilities are subject to the provisions and penalties of Title 10 of the Fort Bragg Municipal Code, Sections 22350, 23109 and the provision of Division 16.5, commencing with Section 38000 of the Vehicle Code.

BUSINESS TYPE	NUMBER	DIRECTION	LOCATION	DATE
Boatyard Shopping Center	100		Boatyard Drive	11-14-1988 Amended
Coast Christian Center	1004		Chestnut Street	11-22-2004
Calvary Baptist Church	1144		Chestnut Street	3-8-1999
Fort Bragg High School	300		Dana Street	10-09-1990
Mendocino Lithographers; parking on alley	100	N	Franklin Street	
Community First Credit Union; parking lot across street	147	N	Franklin Street	
Purity Store	242	N	Franklin Street	
Well House West	311	N	Franklin Street	
Business/Apartments - The Showcase; parking on alley	333	N	Franklin Street	6-22-1992
Northwest Insurance Agency; parking on alley	522	N	Franklin Street	9-25-1989
Sew-n-Sew	890	N	Franklin Street	2-26-2018

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Franklin St. Center	410-422	S	Franklin Street	1-30-2019
Mendocino Railway	100	W	Laurel Street	
Bank of America	228	N	Main Street	
CBD Business Complex-Redwood Center	247	N	Main Street	12-14-1998
CBD Business Complex	250	N	Main Street	10-25-1993; Amended: 2-14-2000
Coast Hardware & Radio Shack Dealer	300	N	Main Street	7-22-2002
CBD Business Complex; parking on alley	322	N	Main Street	7-10-1989
CBD Business Complex; parking on alley	338	N	Main Street	
CBD Business Complex; parking on alley	342	N	Main Street	3-24-1997
Fort Bragg Depot	401	N	Main Street	8-12-1996
North Coast Brewing Company-Tap room	444	N	Main Street	
Auto & Tow Shop	734	N	Main Street	
Business (Real Estate/Legal)	809	N	Main Street	4-23-1990
Nello's Market	860	N	Main Street	
North O'Town Industrial	1260	N	Main Street	
Gas Station	105	S	Main Street	
Business Complex	112	S	Main Street	6-8-1998
Evelyn Tregoning Buildings	120	S	Main Street	2-13-1989
CVS	150	S	Main Street	
Auto/Second Hand	350	S	Main Street	9-26-1988
Rite Aid	490	S	Main Street	
Safeway Stores	660	S	Main Street	
Business/News	684 /690	S	Main Street	12-12-1988
Insurance	720	S	Main Street	
Restaurant	740	S	Main Street	
Harbor Trailer Park	1021	S	Main Street	8-8-1988; Amended 6-8-1998
McDonald's of Fort Bragg	1190	S	Main Street	4-8-1996
Auto Shop	110		Manzanita Street	
Colombi's Laundromat	647		Oak Street	6-26-1989
Medical/Business Complex	221		Pine Street	1-9-1989
Insurance	124	E	Pine Street	9-12-1994
Lyme Redwood	90	W	Redwood Avenue	
Mendocino Coast District Hospital	700		River Drive	4-14-2003

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Medical	890		River Drive	4-27-1998
First Presbyterian Church	367	S	Sanderson Way	4-14-2003

I. TIME OR DAY LIMITED NO PARKING ZONES

No Parking - Time or Day Limited Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

J. SHORT TERM PARKING (GREEN) ZONES

Short Term Parking Zones will be designated, signed or marked as Short Term Parking Zones as provided in Chapter 10.20.

K. ONE HOUR PARKING ZONES

None at present.

L. TWO HOUR PARKING ZONES

The following listed areas are declared to be two hour parking zones between the hours of 9:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

1. Public right-of-way areas:

- a. Alder Street, both sides, from the alley between Main and Franklin Streets to the alley between Franklin and McPherson Streets. (1-9-1995; Amended 11-26-2007)
- b. Alder Street, both sides, west of Main Street. (1-9-1995)
- c. Franklin Street, both sides, between Pine and Oak Streets.
- d. Laurel Street, both sides, from the west end of Laurel Street to McPherson Street.
- e. Main Street, both sides, between Pine and Alder Streets. (9-27-1993)
- f. McPherson Street, 200 block for a distance of 158 feet from Redwood Avenue on east side, and 107 feet from Redwood Avenue on west side.
- g. Oak Street, both sides, between Main and Franklin Streets, and south side of Oak Street between Franklin and alley west of McPherson.
- h. Pine Street, south side, between Franklin and Main Streets.
- i. Redwood Avenue, both sides from the west end of Redwood Avenue to Harrison Street.

M. TIMED PARKING FOR ELECTRIC VEHICLE CHARGING STATIONS

Parking time limits for Electric Vehicle (EV) Charging Stations will be designated by accompanying signage and enforceable between the hours of 9:00 a.m. and 10:00 p.m. seven (7) days a week, as provided in Chapter 10.20. The following areas shall be regulated by EV provisions.

1. City Hall parking lot, 416 N Franklin Street (2 spaces, effective date 2-21-2018)
2. Laurel Street public parking lot, 230 E Laurel Street (2 spaces, effective date 2-21-2018)

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N. BLUE CURB HANDICAP ZONE APPROVALS

		STREET ADDRESS	OWNER/LOCATION	DATE
100 block of	E	Alder Street	U.S. Post Office	
248	E	Alder Street (on west side of McPherson Street)	Gwen Matson	7-24-2006
100 block of	W	Bush Street (Northwest corner at Main Street)	Rosenthal Construction Building	4-13-1992
250	E	Cypress Street	Fort Bragg Police Department- 2 spaces	
654	W	Cypress Street	Noyo Headlands Park-South Trail-2 spaces	
335	N	Corry Street	Ofelia Ybarra	11-28-2022
360	N	Corry Street	First Methodist Church	
200 block	N	Corry Street at Redwood Avenue	Trinity Lutheran Church- 2 spaces	2-11-2019
470	S	Corry Street	V. Teausant	08-12-2019
155	E	Cypress St	Donna Worster; space at Franklin St intersection	2-26-2018
300	W	Elm Street	Noyo Headlands Park-North Trail - 4 spaces	
201	E	Fir Street	St Michaels Episcopal Church; curb on Franklin Street	
200 block of	N	Franklin Street	U.S. Post Office; third parking space north of Alder Street, as restricted use only. Signs posted will indicate space is neither van accessible, nor wheelchair accessible.	10-23-2000
333	N	Franklin Street	Art Explorers	04-11-2022
416	N	Franklin Street	City Hall Parking Lot	
500 block	N	Franklin Street	First Baptist Church	1-9-1995
201	S	Franklin Street	Mabel Bozzoli	9-28-1998
1000 block		Glass Beach Drive	End of Glass Beach Drive at Pudding Creek Tress bridge - 2 spaces	
490	N	Harold Street	Senior Center/Middle School – two spaces	
500	N	Harold Street	Fort Bragg Middle School - one space	07-24-2023
545	N	Harold Street	Ali & Rick Van Zee	08-12-2019
255	S	Harold Street	Our Lady of Good Counsel	12-14-1998
127	N	Harrison Street	Lorraine Reid	1-23-2017
140	N	Harrison Street	Phil Acosta	1-23-2017
300	N	Harrison Street	Rick Sapinski	1-23-2017

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		STREET ADDRESS	OWNER/LOCATION	DATE
124	E	Laurel Street	Cucina Verona	03/09/2020
200	E	Laurel Street	Southwest Corner of Laurel & Franklin	11-26-2012
400 block	E	Laurel Street, south side— one space west of the driveway	Veteran's Memorial Building	6-28-1999
499	E	Laurel Street	FB Branch/Mendo Co. Library	
800 block	E	Laurel Street	Otis Johnson Park entrance on Laurel Street – one space	
125	S	Lincoln Street	Dick Finch	7-08-2013
300	S	Lincoln Street	CV Starr Center- five spaces	
324	S	Lincoln Street	Redwood Elementary School- two spaces	4-26-1999
355	S	Lincoln Street	LDS Church	12-14-1998
141	N	Main Street Parking Lot	City of Fort Bragg Fire Department	
363	N	Main Street	Town Hall	3-8-1993
400 block	N	Main Street Parking Lot	Public Parking lot by NCBC	
802	N	Main Street	California Department of Forestry; space is located on Spruce Street	10-9-2001
600	E	Maple Street	Our Lady of Good Counsel – two spaces	
151	S	McPherson Street	Angelina Moura – two spaces, one on McPherson one on Madrone	04-11-2022
<u>142</u>	<u>N</u>	<u>McPherson Street</u>	<u>Theresa Brazil</u>	<u>5/28/2024</u>
242	N	McPherson Street	Barry Cusick	7-23-2007
320	N	McPherson Street	Dawn Ferreira	11-28-2022
137	E	Oak Street	Hospitality Center (Oak Street side)	
200	E	Oak Street	Charles Peavey	11-28-2022
224	E	Oak Street	Dora Baroni TTE	7-25-2016
315	E	Oak Street	Scott Taubold	7-25-2005
127	E	Pine Street	First Baptist Church	1-27-1992
203	E	Pine Street	Dental/Medical Complex	05-29-2018
230	E	Pine Street	William Yeomans	7-12-2010
309	E	Redwood Avenue	Curves	11-26-2007
430	E	Redwood Avenue	Fort Bragg Lions Club	8-24-1992
620	E	Redwood Avenue	Trinity Lutheran Church- 2 spaces	2/11/2019
648		Stewart Street	Alan McClintock	7-24-2023
930		Stewart Street	Glass Beach Preschool; space is located on John Cimolino Way, north side	7-26-1999; amended: 9-25-2000
310	N	Whipple Street	Sergio Sanchez	4-14-2003
336	N	Whipple Street	Nathan Dunn	7-24-2023

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		STREET ADDRESS	OWNER/LOCATION	DATE
446	N	Whipple Street (curb on Whipple Street just south of Red Zone at stop on Pine)	Seventh Day Adventist Church	07-11-2011
540	N	Whipple Street	Martine Baltierra	09-11-2023
465	S	Whipple Street	Katherine Thompson	11-23-1992

O. PASSENGER LOADING (WHITE LIMITED PARKING) ZONES

The following areas shall be limited to the loading and unloading of passengers between the hours of 7:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

1. Fir Street, at Fort Bragg Middle School, east end at Harold Street starting 11' from corner for a distance of 22'. (9-25-2000)
2. 135 S. Franklin Street, at Coast Cinemas, to replace current green zone. (4-27-2015)
3. Laurel Street, at Fort Bragg Library, from a point 61 feet west of Whipple Street for a distance of 30 feet. (7-23-2007)
4. Stewart Street at John Cimolino Way in front of 930 Stewart Street; starting from the curb ramp and going west for 22'. (9-25-2000)

P. LOADING (YELLOW LIMITED PARKING) ZONES

Loading Zones will be designated, signed or marked as Loading Zones as provided in Chapter 10.22.

Q. 15 MPH ZONE

1. 100 block of S. Lincoln Street. (04-09-1990)
2. 200 block of Park Street. (1-11-2010)
3. West Cypress Street. Noyo Headlands Park Entrance (03-09-2020)

R. YIELD RIGHT OF WAY

None at present.

S. SCHOOL ZONE SPEED

The following streets are hereby declared as school zones. The speed limit in said zones as described below shall be 15 miles per hour when children are present.

1. Chestnut Street, between Lincoln and eastern city limits.
2. Dana Street between Chestnut and the extension of Willow Street.
3. East Fir Street between North Whipple and North Harold.
4. Harold Street between Cedar and Fir Streets. (9-25-2000)
5. Lincoln Street, between Chestnut and Willow Streets.
6. Ocean View Drive, near Leonard Holmes Street/Harbor Avenue. (11-23-2015)
7. Sanderson Way, between Chestnut and Willow Streets.

T. MOTORIZED VEHICLES PROHIBITED

1. Extension of N Dana between Oak Street and Cedar Street. (5-9-88)
2. Extension of Willow Street between Sanderson Way and Dana Street.

U. EMERGENCY VEHICLES ONLY

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1. Boatyard Shopping Center at northwest corner of parking lot. As authorized by property owner in accordance with FBMC Title 10 and California Vehicle Code Section 38000 et seq. (6-10-1991)

The above and foregoing Resolution was introduced by Councilmember Albin-Smith, seconded by Councilmember Godeke, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of September 2023, by the following vote:

AYES: Councilmembers Albin-Smith, Godeke, Peters, Rafanan, and Mayor Norvell.
NOES: None.
ABSENT: None.
ABSTAIN: None.
RECUSED: None.

BERNIE NORVELL
Mayor

ATTEST:

Cristal Munoz
Acting City Clerk



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
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Text File

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Agenda Number: 5D.

Approve Scope of Work for a Request for Proposals for Professional Services to Provide Strategic and Creative Marketing Services for Visit Fort Bragg



CITY OF FORT BRAGG
REQUEST FOR PROPOSALS
To Provide Strategic and Creative Marketing
Services for Visit Fort Bragg

The City of Fort Bragg issues this Request for Proposals to seek and retain a qualified firm to promote the Visit Fort Bragg brand and position Fort Bragg as a premier destination on California's North Coast. The results of these efforts will benefit Fort Bragg's lodging, retail, restaurants, and other businesses, residents, and visitors to the city.

Background & Project Understanding

The City of Fort Bragg has been transitioning from a lumber town to a tourism destination for the past 23 years. This community of 7,000 residents is perched on the bluff tops overlooking the ocean in Mendocino County. The community offers many visitor-serving activities and facilities including:

- Beachcombing, bicycling, walking, hiking, fishing, horseback riding, ocean and river kayaking, small-town events and festivals, towering redwood forests and, of course, pristine accessible coastline;
- Visitor attractions include the world-renowned Glass Beach, Skunk Train, Coastal Trail & Noyo Headlands Park, MacKerricher State Park, Noyo Harbor, the Mendocino Coast Botanical Gardens, highly rated restaurants and breweries and dozens of soft outdoor adventure opportunities;
- A quaint downtown with a variety of specialty shops located in historic buildings;
- Countless opportunities to unplug and enjoy the unspoiled landscape with family and friends or on your own without the crowds; and hotels, motels, and bed and breakfasts for visitors with a variety of price points.

Year-round tourism is part of Fort Bragg's economy; however, tourism peaks from June through September with many visitors from California's Central Valley and San Francisco Bay Area.

The City of Fort Bragg passed a Transient Occupancy Tax increase in 2016. A portion of the funds has been dedicated to marketing and promotions. Over the last couple of years, this increase has given Visit Fort Bragg a great opportunity to enhance, grow, and improve its destination marketing efforts. The chosen firm will have a unique opportunity to continue to help conceptualize and maintain the Visit Fort Bragg identity as a premier tourism destination. The promotional efforts for the last several years have established a destination-marketing program that has included increased advertising, a new public relations program, a new leisure

sales program, an enhanced website, and improved infrastructure and management to support a highly successful effort.

Since 2019, the City Manager's office has been overseeing the project management in collaboration with the Administrative Analyst. Together, they work with the Visit Fort Bragg Committee (VFBC) to advance these plans. The City Manager's office collaborates with the VFBC, which serves in an advisory capacity. Staff will manage the components of this RFP on a day-to-day basis.

Goals

Ultimately, the goal is to increase local sales and transient tax revenues, and the overall success of our visitor-serving businesses, retailers, and restaurants.

1. Increase overall visitation to Fort Bragg, specifically the shoulder seasons of Winter and Spring
2. Increase length of stay per visit
3. Increase visitor spending per day

The Scope of Work attached will outline individual goals and objectives.

Objectives

The branding and story of Fort Bragg were initially based on an informational survey from 2017. These ongoing efforts are aimed at raising awareness of the destination and attracting more visitors, particularly during off-peak seasons.

These efforts are also intended to support the initiatives of Visit Mendocino (Mendocino County Tourism Commission) and Visit California.

Key Metrics for success will be measured by:

1. Increased tourism spending
2. Increased gross lodging tax revenues
3. Increased gross sales tax revenues
4. Increased volume of first-time visitors
5. Growth of off-season visitation
6. Increased website and social traffic
7. Increased overall visitor engagement throughout all outreach channels
8. Increased stakeholder engagement throughout the Visit Fort Bragg program

Format for Responses

Respondents will present a single proposal that includes the full scope of work expressed in Visit Fort Bragg RFP.

The ideal consulting firm will have expertise in the field of destination marketing and a successful record of accomplishment with the complexities of multiple public and private stakeholders. Additionally, ideal firms will have the energy, creativity and overall desire to work

with the City Manager’s office to create a comprehensive, unified, highly engaging and successful destination-marketing program.

The scope of services will include the tasks described, as well as additional elements or modifications, which are recommended by the consultant to develop a promotional plan for Visit Fort Bragg.

RFP Schedule

RFP Release	May 29, 2024
Deadline for Written Questions	June 7, 2024
Proposals Due	June 26, 2024
Interviews	July 9 and 10, 2024
Selection	Mid-July 2024

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send two (2) hard copies and one electronic copy of the completed proposals and cost bid so that it is received by the City no later than 2:00 p.m. on June 26, 2024, to:

City of Fort Bragg
Attention: Diana Sanchez, City Clerk
416 North Franklin Street
Fort Bragg, CA 95437

2. Contents: Proposal shall contain the following information:
 - A. Firm Description
Provide a description of your firm and list relevant information about capabilities, size rate of services, and length of time in existence.
 - B. Relevant Experience
Describe relevant experience working with other rural destinations in building and maintaining successful relevant promotional programs with proven results (i.e. return on investment). Also, include any relevant experience working with other firms/partners resulting in a unified destination marketing effort.
 - C. Key Personnel Qualifications
Identify key personnel who would work on the project, as assigned their respective roles, and a synopsis of relevant experience and what specific attributes they will bring to the overall program.
 - D. References
List of destinations or clients for whom similar work has been performed, with the name, title, and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.
 - E. Scope of Work
Provide an explanation of tasks associated with the project, including how you propose to complete each task and how you propose to evaluate results (i.e. return on investment).
 - F. Budget and Schedule of Charges
Provide a “Not to Exceed” amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and Job Descriptions for Personnel.

Please provide examples of invoices and other relevant reports in relation to overall costs.

G. Work Schedule

Provide a time schedule for completion of work.

H. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 13 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for a reduction in the insurance amount shall be included in the proposal. **The cost of such insurance shall be included in the consultant's proposal.**

I. Consultant Agreement

The City's standard consultant services agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- Qualifications and experience of past destination marketing programs with a focus on partnership and establishment of successful program(s).
- Schedule for completion of work.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for the award of the contract will be presented to the VFBC and/or the Fort Bragg City Council.

OTHER CONSIDERATIONS

The City of Fort Bragg reserves the right to reject any proposals. This Request for Proposals does not commit the City to award contracts, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations and submit such price, technical, or other revisions of the proposal that may result from negotiations.

QUESTIONS

Questions should be directed to:

Cristal Munoz
Administrative Analyst
416 North Franklin Street
Fort Bragg, CA 95437

(707) 964-2823 ext. 103
E-mail:cmunoz@fortbragg.com

ATTACHMENTS

Scopes of Work – Marketing and Advertising Services; Design/Creative Services; Public Relations; Social Media Content Creation and Website Design, Development and Deployment for FortBragg.com

Exhibit A – City’s Standard Professional Services Agreement

SCOPE OF WORK & PROJECT DESCRIPTION

Provide Strategic and Creative Marketing Services for Visit Fort Bragg

Scope of Work

The scope of services shall include tasks described below, as well as additional elements or modifications, which are recommended by the consultant to promote Fort Bragg.

Plan, develop, execute and track results for Visit Fort Bragg's brand advertising program.

- **Marketing and Advertising Planning:** Develop recommendations for a marketing and ad plan that includes strategic direction, development and execution of the media plan as well as appropriate methods to measure the return on investment of the advertising and marketing program.
- **Media Buy:** Draft and execute the media plan including placement and optimization of placements including "add-ons" and other bonus placements through successful negotiation of the ad buys.

Advertising Objectives

Advertising should significantly increase awareness of the Fort Bragg brand to our target markets and drive increased traffic to the website to encourage and inspire visitors to Fort Bragg.

- Utilizing past research, further define appropriate target markets
- Drive increased traffic to the website to inspire visitation to Fort Bragg
- Encourage visitation year-round, but specifically in shoulder seasons
- Inspire people to extend their length of stay in Fort Bragg
- Collaborate with Visit Mendocino, North Coast Tourism Council, Visit California and others to maximize marketing opportunities including cooperative opportunities
- Determine efficient and effective media mix, recommending appropriate media
- Implementation of ROI programs to track progress and measure the effectiveness of the marketing program

Advertising Goals: Media Planning and Buying

- Leverage ad buys and increase exposure for Fort Bragg with publications featuring Fort Bragg
- Increase Fort Bragg's voice in travel pieces among its direct competitive destinations
- Strategic research based integrated marketing, media planning and buying recommendations
- Evaluate new media opportunities
- Monthly reporting, analysis and optimization recommendations including return on investment matrix

Competitive Benchmarking

- Define parameters for and provide reports on how Visit Fort Bragg compares to its competitors (such as Monterey, Santa Cruz, etc.)

Creative Services Objectives

Advertising should significantly increase awareness of the Fort Bragg brand to our target markets and drive increased traffic to the website to encourage and inspire visitors to Fort Bragg.

- Provide creative assistance with audio and video scripts
- Maintain electronic records of all pieces produced
- Provide creative assistance on attaining strategic goals
- Drive increased traffic to the website to inspire visitation to Fort Bragg
- Encourage visitation year-round, but specifically in shoulder seasons
- Inspire people to extend their length of stay in Fort Bragg
- Determine efficient and effective media mix, recommending appropriate media

Creative Services Goals

Develop and execute a multi-media advertising plan with a focus on the wider Fort Bragg area, representing all area attractions and activities.

- Develop and implement a media plan for specific markets
- Negotiate plan and execute creative/conception/production of ads
- Develop marketing campaigns (concept, information architecture, creative design, graphic design)
- Develop creative briefs as needed
- Define the overarching marketing communications strategy

Public Relations Objectives

- Inspire people to visit and spend their time in Fort Bragg by promoting it as a premier destination on the coast of California
- Develop partnerships and co-marketing opportunities that drive a positive perception of Fort Bragg
- Help to increase Fort Bragg's overall voice in the tourism community
- Promote Fort Bragg as a year-round destination
- Build the overall Fort Bragg message in key target publics including:
 - Media (includes editors and producers in print, broadcast and online)
 - VIP travel opinion leaders
 - Out of county marketing partners to reach a broader audience including international markets when possible

Public Relations Goals

- Execute targeted public relations campaigns to generate feature articles, event listings and related publicity
- Leverage earned media
- Write and distribute press releases
- Create and execute special events designed for public outreach and media relations
- Monitor, collect, catalog, and report media results
- Create an official press kit and support materials

- Develop media familiarization tours
 - Facilitate and execute media familiarization trips. Provide advance press kits and follow up information to journalists. Document all media visitation for follow-up, reporting, and future outreach. Provide public relations training for local stakeholders as requested. Create and maintain an internal database of visiting press in a digital format accessible by both agency and staff.
- Assist in the development of the annual marketing plan and year-end report
- Create a comprehensive editorial calendar
- Use media relations, public relations, and marketing tactics to recruit consumers to book rooms and attend Fort Bragg activities
- Build partnerships and alliances to achieve these goals
- Assist in the development of marketing promotions and in-market stunts in support of overall marketing calendar and key messaging and goals
- Extend the social media strategy by supporting communications messages through outreach to key influencers in the online sphere
- Create and maintain strong relationships with Visit Mendocino County and Visit California's public relations firms and efforts
- Establish and cultivate Visit Fort Bragg's image library for use with media

Social Media Objectives

Visit Fort Bragg currently has a Facebook page, Instagram account, and YouTube.

Currently, there are 69,000 followers on Facebook and 23,000 on Instagram, 128 subscribers on YouTube.

The ultimate goal of our social media accounts is to inspire people to visit and engage with Fort Bragg. This can be accomplished by:

- Continuing optimization of social media accounts through brand-building
- Continuing to develop Facebook, Instagram, and YouTube followers (or other tools, as appropriate)
- Inspiring people to visit and spend their precious time and money in Fort Bragg
- Encouraging people to engage with Fort Bragg through promotions and posts
- Inspiring people to extend their length of stay in Fort Bragg
- Inspiring and assisting visitors to reach out to friends and family to share their Fort Bragg experience

Content development should focus on the wider Fort Bragg area and represent all area attractions and activities. Content creation will consist of photography, short videos and written content to tell the story of Fort Bragg to the traveling public.

Specific content to be developed includes, but is not limited to, the following activities and locations: Glass Beach, the redwoods, downtown, recreation (land and water), cycle touring, beer tasting, the range of dining, farm to table dining, interesting people, arts and culture, area history, local events, etc.

Content may be used for website, collateral materials, press kits, ads, etc. and thus should be transferable to these different media with sufficient resolution.

Social Media Goals

- Use social media accounts to build VFB mailing list
- Increase social media outreach – conversion rates, audience engagement, etc.
- Increase Fort Bragg brand awareness and engagement with the brand as well as other Visit Fort Bragg initiatives
- Identify and engage with social media influencers who will enhance our brand and deliver our message to a broader audience
- Drive increasing traffic to the website including longer length of time on site and increased unique visitors
- Ongoing development of key emerging platforms – analysis of new and upcoming platforms, and keeping ahead of trends as necessary
- Suggest alternative or additional platforms to keep Visit Fort Bragg relevant in today's environment
- Create and maintain a central database of content
- Engage with other social media efforts that will help Visit Fort Bragg meet its goals and accomplish its mission.

Website Functionalities

The City would like to continue the following functionalities on our website.

- Dynamic blog feeds throughout the website
- Interactive map of City
- Advanced SEO work
- Interactive or static trip itineraries
- A calendar of City events
- We would like advice on whether to list lodging partners and/or a shopping and dining directory
- We would like recommendations on how to approach booking lodging.

Meetings and Presentations to Key Stakeholders

- Provide in-person updates and monthly reports. Meetings are intended to serve as opportunities to receive updates on social media efforts, seek client feedback on ways to improve efforts and meet goals, and to engage with key stakeholders.
- Will be expected to work directly with the City Manager's office.
- May be expected to meet with staff and attend stakeholder meetings.

Budget Details

The budget for this project is \$180,000.00

All proposals that fall within 20% +/- of this range will be considered and weighed based on their merits. Proposals that offer flexibility in billing for non-required elements that can be added to the website after initial launch will also be considered.

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, ___ [date, date & year] (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and _____, a [state] [type of corporation] [address] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and **[Delete if not design professional and renumber paragraphs]**

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on _____, [date] by Resolution No. _____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

[Delete whichever Paragraph E doesn’t apply]

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$25,000.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect

Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this

Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant's total compensation shall not exceed _____ Dollars (\$ _____ .00).

[Delete whichever paragraph 2.1 does not apply.]

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed _____ Dollars (\$ _____ .00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient

times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by _____, 20____. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on _____, 20____, [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and

property damage.

- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates [REDACTED] as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Tel: [REDACTED]
Fax: [REDACTED]

IF TO CITY:

City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade

secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties

and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____

Isaac Whippy

Its: City Manager

By: _____

Its: _____

ATTEST:

By: _____
Diana Sanchez
City Clerk

APPROVED AS TO FORM:

By: _____
Baron Bettenhausen
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL
(Scope of Work, Fee Schedule and Time Table)

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 24-771

Agenda Date: 5/28/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5E.

Approve Minutes of Special City Council - Mid Year Budget Workshop of March 20, 2024



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Special City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY
AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT
NO. 1 AND THE FORT BRAGG REDEVELOPMENT
SUCCESSOR AGENCY*

Wednesday, March 20, 2024

2:00 PM Town Hall, 363 N Main Street and Via Video Conference

Mid Year Budget Workshop

CALL TO ORDER

Mayor Norvell called the meeting to order at 2:04 PM.

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jason Godeke, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

1. CONDUCT OF BUSINESS

1A. [24-661](#) Conduct FY 2023/24 Mid-Year Budget Review - City Council Work Session

1. INTRODUCTION & OVERVIEW

City Manager Isaac Whippy provided an introduction and overview, emphasizing the FY 2023/2024 Budget Policy Changes. These changes include strengthening the city reserves, allocating additional funding to Section 115 Trust, making investments in our community, implementing COLA adjustments, and ensuring personnel funding for all city departments to be fully staffed.

2. PUBLIC COMMENT: None.

3. CAPITAL IMPROVEMENT PROGRAM (CIP) UPDATES

Assistant City Engineer Chantell O'Neal provided an overview of this year's projects, highlighting a total of 36 projects designated for expenditure. Currently, only 7 projects have yet to commence. During the overview, she detailed the various projects and the respective stages of progress for each one. Public Works Director John Smith provided an update on the Capital Improvement Program (CIP) Projects, covering areas such as Street Maintenance & Traffic Safety, CV Starr, Water Enterprise, and Storm Water.

Public Comment: None.

4. EMERGENCY PLANNING

Police Captain Thomas O'Neal presented an overview of Fort Bragg's Emergency Management Program, emphasizing notable achievements such as the update of the Emergency Operations Plan (EOP), implementation of Veoci software, and upcoming management exercises. He also provided recommendations for future funding.

Public Comment: None.

5. BRIEF PROJECT/ DEPARTMENT PROGRESS REPORTS

a) City Manager & Administrative Services

The City Manager provided an update on his vision for the future of the City, which encompasses

several key initiatives:

- One-on-One Meetings: Conducting individual meetings with City employees to foster communication and address concerns.
- Core Employee Values: Developing core values to guide employee behavior and decision-making.
- Redefining Mission Statement: Updating the mission statement to reflect the City's current goals and priorities.
- Community Survey: Conducting a survey to gather feedback from residents and stakeholders on important issues and priorities.
- Strategic Vision Planning: Collaborating with the City Council, residents, business owners, and employees to develop a strategic vision for the future of the City.
- Fiscal Stability: Ensuring the City's financial health and stability through sound budgeting and financial management practices.

Human Resources Manager Juli Mortensen delivered an Administrative Services Update, covering several areas:

- Staffing Changes: Provided information about recent staffing changes within the administrative services department.
- City Clerk Achievements: Highlighted achievements and milestones reached by the City Clerk's office during the reporting period.
- Human Resources Achievements: Shared accomplishments and advancements made by the Human Resources department in supporting the city's workforce.

b) Visit Fort Bragg

Administrative Analyst Cristal Munoz presented on the goals of the Visit Fort Bragg's Committee, which focus on increasing events during the shoulder season (October through May) and promoting local downtown shopping among residents. She provided a brief summary of each event organized by the committee.

c) Finance

City Manager Isaac Whippy provided an update on the accomplishments of Finance Operations and Utility Billing and Operations, highlighting key achievements. Additionally, he outlined the goals for Finance Operations moving forward.

d) Information Technology (IT)

Systems Analyst-Lead Deb Smith provided an update on IT's accomplishments and goals, focusing on:

- Cybersecurity measures and enhancements
- Implementation of new systems and technologies across various departments.

e) Police

Police Chief Neil Cervenka provided an update on the department's achievements, highlighting several key initiatives:

- Electric Vehicle (EV) Implementation
- Social Services Program, including the Care Response Unit and Project Right Now
- Enhanced Training for officers
- Recruitment of new staff members
- A commitment to achieving 30% women recruits by 2030
- Community support efforts, such as asset forfeiture use, support for the Special Olympics, and participation in community events.

f) Community Development

Assistant Planner Sarah Peters presented an update on behalf of the Community Development

Department, covering the following points:

- Staffing changes within the department
- Utilization of consultants on an as-needed basis
- Summary of permits the department has been processing
- Highlights of any changes made to the municipal code
- Provided housing activities summary and update

g) Grants

Grants Coordinator Lacy Peterson provided an update on various Community Development Block Grant (CDBG) initiatives across different fiscal years:

- Past Fiscal Year (FY): Overview of completed CDBG projects
- Present FY: Current status and progress of ongoing projects
- Future FY: Plans and allocations for upcoming projects

Additionally, she shared information about the Business Assistance Loan Program and the Microenterprise Financial Assistance Program, detailing the remaining funds available and announcing a workshop for interested businesses.

Specific grant-funded projects mentioned include:

- CDBG-Water Meter Replacement Project
- CDBG Fire Station Planning
- Code Enforcement Program
- Other CDD Grant Opportunities, such as Affordable Housing and Pomo Education & Visibility

h) Special Projects

Special Projects Manager Sarah McCormick discussed several initiatives aimed at increasing housing opportunities:

- Grants to Increase Housing Opportunities, specifically the SB-2 Local/Regional Early Action Planning (LEAP/REAP) & Permanent Local Housing Allocation (PHL) Programs.
- California Coastal Commission Local Coastal Program Grant Funding.
- Regional Blue Economy Initiatives.

These efforts are focused on addressing housing challenges, securing funding for coastal program development, and promoting regional economic growth through blue economy initiatives.

i) CV Starr

The CV Starr Manager Moneque Wooden provided an update on upcoming events and initiatives at the facility, including:

- Pumpkin Splash event
- Membership updates
- Recognition of May as Water Safety Month, with plans for the Council to present a proclamation for the occasion.

j) Public Works

Public Works Director John Smith gave an update on current projects

Public Comment: None.

6. FY 2024 MID-YEAR PERFORMANCE REPORT

City Manager Isaac Whippy presented the Mid-Term Budget Requests, highlighting the significance of salary savings resulting from vacant positions. He delivered a detailed presentation outlining the budget requests for each department.

Public Comment: Jay Rosenquist

7. FY BUDGET GOALS & LONG-TERM FINANCIAL PLANNING

City Manager Isaac Whippy provided a report on the Long-Term Financial Plan, addressing

various uncertainties and considerations:

- Inflation
- Economic downturn or recession
- Pension unfunded liability
- Future police association contract costs
- Future SEIU contract costs
- Service Changes/Council Priorities: Housing, Infrastructure, Broadband Jobs Industry, Economic Development

He presented a chart depicting General Fund Expenditure categories and the General Fund Five-Year Forecast. Additionally, he discussed potential new revenue sources.

The City Council provided direction on the preferred revenue sources to pursue, which include raising the Transient Occupancy Tax (TOT) to 2% and implementing a 3/8 cent general sales tax increase.

Public Comment: None.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 5:23 PM.

BERNIE NORVELL, MAYOR

Diana Sanchez, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 24-764

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Approve Minutes of May 13, 2024



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY
AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT
NO. 1 AND THE FORT BRAGG REDEVELOPMENT
SUCCESSOR AGENCY*

Monday, May 13, 2024

6:00 PM Town Hall, 363 N. Main Street and Via Video Conference

CALL TO ORDER

Mayor Norvell called the meeting to order at 6:00 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jason Godeke, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

CLOSED SESSION REPORT

None.

AGENDA REVIEW

None.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [24-742](#) Proclamation National Police Week and Peace Officer's Memorial Day

Mayor Norvell read the Proclamation recognizing the week of May 12 - 18, 2024 as National Police Week and May 15, 2024 as Peace Officers' Memorial Day. Police Sergeant Jonathan McLaughlin received the Proclamation and expressed gratitude to his fellow officers and their families for their unwavering support and sacrifices.

1B. [24-736](#) Proclamation Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Vice Mayor Godeke read the Proclamation recognizing May 2024 as Asian American, Native Hawaiian, and Pacific Islander Heritage Month. City Manager Isaac Whippy and community member Ui Wesley accepted the Proclamation, expressing their gratitude to the City Council, staff, and the community for their acceptance and unwavering support.

1C. [24-691](#) Water Safety Month Proclamation

Councilmember Peters read the Proclamation declaring May 24 as Water Safety Month. C.V. Starr Manager Moneque Wooden and Kimberly Ramey accepted the Proclamation on behalf of the community, expressing sincere gratitude to the councilmembers for their support.

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR

- (1) Gabriel Quinn Maroney, Jacob Patterson, Jay.
- (2) Shelley Green.

3. STAFF COMMENTS

Assistant Engineering Director Chantell O'Neal announced that they will be hosting an in-person Local Road Safety Action Plan public input workshop in collaboration with Mendocino Council of Governments (MCOG), led by TJKM Consultants. The workshop is scheduled for May 20, 2024, at Town Hall from 5:30 PM to 7 PM.

City Attorney Baron Bettenhausen provided responses and clarifications on two items:
Lindsay Receivership: He addressed concerns or queries relating to the Lindsay receivership.
Status of the Grocery Outlet: He provided an update on the current status of the Grocery Outlet. The draft has been completed by the Coastal Commission. Once all comments have been received, the commission will sign off and certify it. At that point, the parties will be ready to prepare and file their answers to the petition.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Peters mentioned that there is a Timberwolf Playoff Baseball Game scheduled for Wednesday, May 15, 2024, at 3:30 PM.

Councilmember Albin-Smith reported that she attended the Redwood Rise Session two weeks ago, which involved representatives from four counties. She participated in economy workshops during the session. Additionally, she mentioned that there will be a concert at the Caspar Community Center this weekend, scheduled from 3:30 PM to 5:30 PM.

Vice Mayor Godeke mentioned that a meeting was held with the Mendocino Solid Waste Authority. Additionally, he informed about an upcoming Hazardous Waste Event scheduled for Thursday, June 6, and Friday, June 7, at the Caspar Transfer Station. Further details will be provided soon.

5. CONSENT CALENDAR

Councilmember Albin-Smith requested that Item 5G be removed from the Consent Calendar for discussion.

A motion was made by Councilmember Peters, seconded by Councilmember Godeke that the Consent Calendar be approved with the exception of Item 5G. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

5A. [24-698](#) (1) Adopt by Title Only, and Waive Further Reading of Ordinance 994-2024

Repealing and Replacing Chapter 15.04 (Construction Codes - Adopted By Reference) and Chapter 15.05 (California Fire Code) of Title 15 (Buildings And Construction) of The Fort Bragg Municipal Code; Adopting and Incorporating The 2022 California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, California Green Building Standards Code, California Referenced Standards Code and California Fire Code; Adopting Local Findings; and Making Other Technical And Administrative Revisions To Title 15; Common Sense Exemption; and (2) Adopt by Title Only, and Waive Further Reading of Ordinance 990-2024 Amending Chapter 15.06 of the Fort Bragg Municipal Code to Require Sprinkler Installation in Buildings with Building Permits with a Cumulative Valuation of \$120,000 or More, Over a Three-Year Period; Common Sense Exemption.

These Ordinances were read by Councilmember Peters.

A motion was made by Councilmember Peters, seconded by Vice Mayor Godeke, that the Ordinances be adopted. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

- 5B.** [24-699](#) Adopt by Title Only, and Waive Further Reading of Ordinance 988-2024 Amending Chapter 18.42.165 - Restaurants of Division 18 of the Fort Bragg Municipal Code to Establish Regulations and Standards for Outdoor Dining.

This Ordinance was read by Councilmember Peters.

A motion was made by Councilmember Peters, seconded by Vice Mayor Godeke, that the Ordinance be adopted. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

- 5C.** [24-700](#) Adopt by Title Only, and Waive Further Reading of, Ordinance 989-2024 Amending Chapter 18.71.090 - Planned Development Permit of Division 18 of the Fort Bragg Municipal Code to Allow Planned Unit Development Permits on Parcels of One Acre or More, Subject to Previously Approved Mitigated Negative Declaration.

This Ordinance was read by Councilmember Peters.

A motion was made by Councilmember Peters, seconded by Vice Mayor Godeke, that the Ordinance be adopted. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

- 5D.** [24-701](#) Adopt by Title Only, and Waive Further Reading of Ordinance 991-2024, Amending Division 18 of the Fort Bragg Municipal Code and Parking Standards Established for the Central Business District- Categorically Exempt from CEQA.

This Ordinance was read by Councilmember Peters.

A motion was made by Councilmember Peters, seconded by Vice Mayor Godeke, that the Ordinance be adopted. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

5E. [24-722](#) Adopt City Council Resolution Identifying Priority Projects for Funding by SB 1 Road Maintenance and Rehabilitation Account for the 2024-2025 Fiscal Year

This Resolution was adopted on the Consent Calendar.

5F. [24-724](#) Approve Purchase Order for Gym Equipment and Free Weights for the CV Starr Center from Opti-Fit Fitness Solutions

This Purchase Order was approved on the Consent Calendar.

5H. [24-723](#) Adopt City Council Resolution to Oppose Initiative No. 21-0042A1, The Taxpayer Protection and Government Accountability Act

This Resolution was adopted on the Consent Calendar.

5I. [24-725](#) Receive and File Minutes of the January 30, 2024 Community Development Committee Meeting

These Committee Minutes were received and filed on the Consent Calendar.

5J. [24-726](#) Receive and File Minutes of the March 26, 2024 Community Development Committee Meeting

These Committee Minutes were received and filed on the Consent Calendar.

5K. [24-734](#) Approve Minutes of April 22, 2024

These Minutes were approved on the Consent Calendar.

5L. [24-735](#) Approve Minutes of Special Closed Session of April 29, 2024

These Minutes were approved on the Consent Calendar.

ITEM REMOVED FROM CONSENT CALENDAR

5G. [24-739](#) Adopt City Council Resolution Amending the Water Capacity Fees; Categorical Exemption

Councilmember Albin-Smith requested clarification regarding the reduction of Water Capacity Fees. City Manager Whippy explained that this decision was based on the findings of the Nexus Fee Study. It was determined that the Capital Improvements for the Water Treatment Plant and the Raw Water Line are grant funded. As a result, these fees were removed, leading to the reduction in fees.

Public Comment: None.

Discussion: None.

This Resolution was adopted on the Consent Calendar.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

- 7A. [24-702](#)** Conduct Public Hearing and (1) Introduce, by Title Only, and Waive Further Reading of Ordinance xxx-2024 Amending Chapter 18.42.175 - "Tiny Homes", of Division 18 of the Fort Bragg Municipal Code to Modify Regulations and Standards for Tiny Homes; Subject to Previously Approved MND; and (2) Adopt a Resolution xxx-2024 approving a Local Coastal Plan Amendment Application (LCP 4-23) to the Coastal Commission to Amend Chapter 17.42.175 - "Tiny Homes", of Division 17 of the Fort Bragg Municipal Code, to Modify Regulations and Standards for Tiny Homes; Categorical Exemption.

Marie Jones of Marie Jones Consulting presented this item.

Mayor Norvell opened the public hearing at 7:03 PM.

Public Comment: Shelley Green.

Mayor Norvell closed the public hearing at 7:06 PM.

Discussion: The revisions were verified by the consultant and accepted by the council.

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that the Ordinance be introduced. The motion carried by the following vote:

A motion was made by Councilmember Peters, seconded by Councilmember Godeke that the Resolution be adopted. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

- 7B. [24-704](#)** Conduct Public Hearing and (1) Introduce, by Title Only, and Waive Further Reading of Ordinance xxx-2024 Amending Chapter 18.42.110 "Mobile Home Parks" of Division 18 of the Fort Bragg Municipal Code and Replace it with Chapter 18.42.110 "Tiny Home & Manufactured Home Communities" to Establish Standards for Tiny Home Communities; and (2) Adopt Resolution xxx-2024 approving a Local Coastal Plan Amendment Application (LCP 5-23) to the Coastal Commission to Amend Chapter 17.42.110 "Mobile Home Parks" of Division 17 of the Fort Bragg Municipal Code and Replace it with Chapter 17.42.110 "Tiny Home & Manufactured Home Communities" to Establish Standards for Tiny Home Communities

Marie Jones of Marie Jones Consulting presented this item.

Mayor Norvell opened the public hearing at 7:40 PM.

Public Comment: Jay.

Mayor Norvell closed the public hearing at 7:43 PM.

Discussion: Councilmember Peters agrees with the changes being made, thinking about future development. The City Council concurred that there be no minimum lot size. Amendment to

exclude 5th wheel. The revisions were verified by the consultant and accepted by the council.

A motion was made by Councilmember Peters, seconded by Vice Mayor Godeke, that the Ordinance be introduced. The motion carried by the following vote:

A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Godeke that the Resolution be adopted. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

- 7C. [24-730](#)** Receive Report and Conduct Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-12043

The mayor recessed the meeting at 7:56 PM.

The mayor reconvened the meeting at 8:07 PM.

Grants Coordinator Lacy Peterson presented this item.

Mayor Norvell opened the public hearing at 8:16 PM.

Public Comment: Jacob Patterson, Jay.

Mayor Norvell closed the public hearing at 8:22 PM.

Discussion: The council received and accepted the report.

8. CONDUCT OF BUSINESS

- 8A. [24-731](#)** Receive Report and Provide Direction Regarding Potential Application for Funding from Permanent Local Housing Allocation (PLHA) Program 2023 Non-Entitlement Local Government Competitive Notice of Funding Availability (NOFA)

Grants Coordinator Lacy Peterson presented this item.

Public Comment: Jacob Patterson, Shelley Green.

Discussion: The two program applications are for rental assistance or street outreach to support homeless and at-risk homeless individuals. Mayor Norvell discussed with Chief Cervenka, and they both agreed that CRU needs permanent funding rather than grant funding. The Council recommended that the grants coordinator apply for the rental assistance program.

9. CLOSED SESSION

None.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 8:47 PM.

BERNIE NORVELL, MAYOR

Diana Sanchez, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 24-777

Agenda Date: 5/28/2024

Version: 2

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5G.

Receive and File Minutes for the Public Works and Facilities Committee Meeting for February 08, 2024



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Public Works and Facilities Committee

Thursday, February 8, 2024

3:00 PM Town Hall, 363 N. Main Street and Via Video Conference

MEETING CALLED TO ORDER

Committee Member Lindy Peters called meeting to order at 3:00 PM

ROLL CALL

Committee Members Tess Albin-Smith and Lindy Peters present. City Staff; Public Works Director John Smith and Administrative Assistant Emily Reno present.

1. APPROVAL OF MINUTES

- A. [23-431](#) Approve Minutes of November 9, 2023
Committee members Peters and Albin-Smith approved minutes as presented
- B. [23-463](#) Approve Minutes of December 7, 2023
Committee members Peters and Albin-Smith approved minutes as presented
- C. [24-530](#) Approve Minutes of January 11, 2024
Committee members Peters and Albin-Smith approved minutes as presented

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

- A. [24-532](#) Director Oral Report on Departmental Activities and Project Updates

Director John Smith provided updates on the following projects and items of interest:

- Broadband Project - Design 95% complete. Working on funding applications.
- Rooftop Solar Project- Working on funding for six projects in total.
- EV Charging Stations- Waiting for final plans and equipment. Equipment expected to arrive in September 2024.
- Bainbridge Park- 60% design plans.
- Wiggly Giggly Playground- Grand opening of playground on Saturday at 10am.
- Pickle ball access gate at Bainbridge Park- Will be installed this week.
- Fleet update- 5th truck for Police Department has arrived.

- Projects for Facilities-Town Hall bathrooms, Police Department, Fire Station at 60% for design.
- 2022 Streets Project- Sidewalk improvements on Oak & Harold St, Boatyard Dr., and Franklin St. all delayed due to bad weather.
- C.V Starr HVAC System- RFP out for design.
- Oneka Desal Buoy Project- Moving forward.
- Water Treatment Plant Rehabilitation Project- Awarding project February 26th for construction and construction management.
- Raw Water Line Project- Awarding project February 12th for construction and construction management.
- Reservoirs Project- RFP out in a couple of months.
- Distribution System Rehabilitation Project.
- Collection System Assessment.
- Wastewater Treatment Plant Projects- Sodium hypochlorite generators, dryer building rehab, and bio solids storage building.
- Stormwater Trash Capture Devices- Applying for grant funding.
- CleanCal Art & Recycle Project- Grant funding for 50 trash cans with local art provided by Fort Bragg middle and high school students.

Public Comment was received from Paul Clark.

Discussion: Committee Member Peters inquired about recent storm damage
Committee Member Albin-Smith inquired about tennis court nets and CV Starr Solar.
Director Smith elaborated on projects with more details.

4. MATTERS FROM COMMITTEE / STAFF

None.

ADJOURNMENT

Committee Member Lindy Peters adjourned the meeting at 3:26 PM.



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 24-780

Agenda Date: 5/28/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5H.

Receive and File Minutes of the Public Works and Facilities Committee Meeting for March 21, 2024



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Public Works and Facilities Committee

Thursday, March 21, 2024

3:00 PM

Town Hall, 363 N. Main Street

SPECIAL MEETING

MEETING CALLED TO ORDER

Committee Member Lindy Peters called meeting to order at 3:00 PM

ROLL CALL

Committee Members Lindy Peters present. City Staff; Public Works Director John Smith and Administrative Assistant Emily Reno present.

1. APPROVAL OF MINUTES

- A. [24-609](#) Approve Minutes of February 08, 2024

Minutes were not approved, as Committee Member Tess Albin-Smith was not present

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public Comment was received by Jacob Patterson

3. CONDUCT OF BUSINESS

- A. [24-608](#) Discuss Placement of "The Last Whistle" Sculpture

Committee Member Peters gave a brief overview of how the discussion of the sculpture placement made it to the Committee. Artist Ken Newman gave an update about funding and placement. Committee Member Peters describes conceptual site plan by the Guest House lawn.

Public Comment was received from David Mackie, Jay McMartin Rosenquist, Jacob Patterson, and Teresa Roberts.

Discussion: Committee Member Peters elaborated on the pros and cons of placement on the Coastal Trail or on the Guest House lawn and the next steps for placement approval. Director John Smith expressed his concerns about vandalism for placement on the Coastal Trail and touched on how the placement on the lawn could improve the draw to the Guest House. Director Smith also spoke about the need for a coastal development permit and the process if this becomes a public works project or if the community puts the project together. Committee Member Peters invited the public and staff to take a walk to the proposed sculpture location on the lawn after the meeting was adjourned.

B. [24-598](#) Director Oral Report on Departmental Activities and Project Updates

Director John Smith provided updates on the following projects and items of interest:

- Capital Improvement Program- Currently 144 million and expects an increase of 10-12 million next fiscal year.
- Rooftop Solar Project- Contractor preformed a site visit for the six project locations.
- Wiggly Giggly Playground.
- Pickle ball access gate at Bainbridge Park- Is operational.
- Fleet update- 6th Electric vehicle added for the Police Department.
- Projects for Facilities-Town Hall bathrooms.
- 2022 Streets Project.
- Reservoirs Project- Looking for \$400,000 grant for design.
- Recycled Water Feasibility Study- Application placed for \$500,000 grant.

No Public Comment was received on this item.

Discussion: Committee Member Peters inquired about a tree at the Wiggly Giggly Playground. Director Smith indicated he would look into it.

4. MATTERS FROM COMMITTEE / STAFF

None.

ADJOURNMENT

Committee Member Lindy Peters adjourned the meeting at 3:40 PM.



City of Fort Bragg

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Text File

File Number: 24-768

Agenda Date: 5/28/2024

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8A.

Receive Public Works and Facilities Recommendation on Pavilion Design and Location, and Approve Conceptual Designs of Melton Design Group for Bainbridge Park Enhancement Project, PWP-00096, and Authorize Consultant to Proceed with Construction Documents



AGENCY: City Council
 MEETING DATE: May 28, 2024
 DEPARTMENT: Public Works
 PRESENTED BY: C. O'Neal
 EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Public Works and Facilities Recommendation on Pavilion Design and Location, and Approve Conceptual Designs of Melton Design Group for Bainbridge Park Enhancement Project, PWP-00096, and Authorize Consultant to Proceed with Construction Documents

ISSUE:

A first version of the [visual mark-ups](#) for the project were presented to Council on April 22, 2024. Council provided direction for the consultant to revise the picnic shelters and to replace them with a single pavilion. Staff and the consultant took revised schematics to Public Works and Facilities Committee (PWFC) on May 20, 2028 and pursuant to their direction, revised conceptual design options are included for the full Council review and approval. This review and approval by Council is critical for the conceptual designs to move into the construction document phase. Construction documents must be completed prior to letting a project to bid and construct.

ANALYSIS:

See staff report of April 22, 2024:

<https://cityfortbragg.legistar.com/View.ashx?M=F&ID=12860120&GUID=179A7F62-6DAF-47C2-B996-2A9ECAD37596>. At the Public Works and Facilities Meeting, the Committee did not reach a consensus. Based on preferences from each of the two (2) members, three (3) new options are being presented in the slide deck (attachment 1).

Staff and the consultant are requesting the following items be reviewed for majority consensus:

1. Proposed placement of picnic benches (shown in aerial site plan)
2. Addition of pavilion with stage (select preferred option)
 - a. Option 1A: 48' x 24' rectangle Spanish style pavilion located south of Veterans Hall in the central area of the park.
 - b. Option 1B: 36' x 18' rectangle Spanish style pavilion with perimeter seat walls, same location as 1A.
 - c. Option 2: 36' x 18' rectangle Spanish style pavilion, located on the northern perimeter of the grassy field, parallel to Laurel Street.
 - d. Option 3: Round Redwood Style (new), located centralized in the grassy area.
3. Stage Height (select preferred option)
 - a. Current stage options are shown at 18" or two full steps. This height does not require a railing on either stairs or ramp. The ramp length for this height is 30' as required to meet ADA slope.
 - b. One Committee member requested the stage be raised further. As an example, raising the stage to 36" would require 60' of ramp to meet ADA slope conditions. Additionally railing is needed as well as more grading, fill, and concrete both of which result in additional costs.

4. Stage Features (select preferred option(s))
 - a. Backdrop of fencing, shown in Option 1A and Option 2
 - b. Edge treatment with seat walls, shown in Option 1B
 - c. Long plaza like steps, shown in Option 2

RECOMMENDED ACTION:

Review design development package, provide feedback to staff and consultant, accept conceptual designs, and authorize MDG to move to the construction document phase.

ALTERNATIVE ACTION(S):

Provide feedback and request MDG bring back conceptual plans to a future meeting.

FISCAL IMPACT:

This project is funded by the State Parks Program Prop 68 grant the city received for \$2,063,100. Preliminary Engineer's Estimates include all features required by the grant and projected costs are on target to construct within budget.

ENVIRONMENTAL ANALYSIS:

There will be no increase in greenhouse gases during the design phase of this project. The construction of this project is exempt under the California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations ("CEQA Guidelines"), Sections 15301(d), 15303, 15304, and 15332.

CONSISTENCY:

The proposed improvements to Bainbridge Park carry out and build upon the vision of the 2016 Bainbridge Park Master Plan. Additionally, these proposed park improvements are consistent with the following General Plan policies:

- **Policy OS-9.3:** Recreational Facilities: Provide recreational facilities to meet the needs of all Fort Bragg citizens, especially children and teenagers.
- **Program OS-9.3.1:** Consider teen recreation needs when planning new or redesigned parks.
- **Goal OS-10:** Develop park and recreation facilities with the coordination of other agencies and the public.
- **Policy OS-10.4:** Public Participation: Actively solicit public participation in the selection, design, and facilities planning for existing and future park sites.

IMPLEMENTATION/TIMEFRAMES:

Design Development/Construction Documents – February – July 2024

Construct Park Improvements – Late Summer/Early Fall 2024

Grand Opening – Spring 2025

ATTACHMENTS:

1. Design Development Package V.2

NOTIFICATION:

1. Bainbridge Park Notifications Listserve



BAINBRIDGE PARK PAVILION LOCATION OPTIONS

DESIGN DEVELOPMENT

PREPARED FOR THE CITY OF FORT BRAGG

MAY 2024





BAINBRIDGE PARK

PAVILION STYLES AND SIZE OPTIONS

REVIEWED BY THE PUBLIC WORKS AND FACILITIES COMMITTEE AND OBTAINED FROM THE AGENDA ITEM SUMMARY REPORT FROM THE CITY COUNCIL MEETING ON MARCH 27, 2017

Redwood Joinery Pavilion	<p>Redwood Joinery (18' x 18')</p>	<p>Redwood Joinery (36'X18')</p>
	<p>Kit: \$18,000 Pad \$4,000 Labor: \$2,250 Total: \$24,250</p>	<p>Kit: \$30,000 Pad: \$6,500 Labor: \$4,000 Total: \$40,500</p>
Spanish Style Pavilion	<p>Spanish Style (36' x 18')</p>	<p>Spanish Style (48' x 24')</p>
	<p>Design & Engineering \$35,000 Construction \$115,000 Construction Management \$20,000 Total \$170,000</p> <p>Construction costs extrapolated from engineer's estimate</p>	<p>Design & Engineering \$35,000 Construction \$192,000 Construction Management \$20,000 Total \$247,000</p> <p>Construction costs based on engineer's estimate</p>

AGENCY:	City Council
MEETING DATE:	March 27, 2017
DEPARTMENT:	Community Dev.
REPORT BY:	Scott Perkins
PRESENTED BY:	Marie Jones

PAVILION OPTION 1A | SIZE: 48 x 24

BAINBRIDGE PARK



N.T.S



BAINBRIDGE PARK

PAVILION OPTION 1A | SIZE: 48 x 24



PAVILION OPTION 1A | SIZE: 48 x 24

BAINBRIDGE PARK





BAINBRIDGE PARK

PAVILION OPTION 1B | SIZE: 36 x 18



N.T.S

PAVILION OPTION 1B | SIZE: 36 x 18

BAINBRIDGE PARK





BAINBRIDGE PARK

PAVILION OPTION 1B | SIZE: 36 x 18



PAVILION OPTION 2 | SIZE: 36 x 18

BAINBRIDGE PARK



N.T.S



BAINBRIDGE PARK

PAVILION OPTION 2 | SIZE: 36 x 18



PAVILION OPTION 2 | SIZE: 36 x 18

BAINBRIDGE PARK





BAINBRIDGE PARK

PAVILION OPTION 3 | SIZE: 25 DIAMETER



N.T.S

PAVILION OPTION 3 | SIZE: 25 DIAMETER

BAINBRIDGE PARK





BAINBRIDGE PARK

PAVILION OPTION 3 | SIZE: 25 DIAMETER





City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
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Text File

File Number: 24-733

Agenda Date: 5/28/2024

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8B.

Receive Report and Adopt City Council Resolutions

- 1) Adopt City Council Resolution Approving Contract Change Order #7 with Argonaut Constructors for the 2022 Streets Rehabilitation Project, Increasing the Amount to \$3,902,639.42, Categorical Exemption 15301; and
- 2) Adopt City Council Resolution Approving Amendment #3 with SHN for the Construction Management Services on the 2022 Streets Rehabilitation Project, Increasing the Amount to \$231,900, Categorical Exemption 15301; and; Authorizing City Manager to Execute Same



AGENCY: City Council
MEETING DATE: May 28, 2024
DEPARTMENT: Public Works
PRESENTED BY: C. O'Neal
EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolutions:

- 1) Adopt City Council Resolution Approving Contract change order #7 with Argonaut Constructors for the 2022 Streets Rehabilitation Project, Increasing the Amount to \$3,902,639.42, Categorical Exemption 15301; and**
- 2) Adopt City Council Resolution Approving Amendment #3 with SHN for the Construction Management Services on the 2022 Streets Rehabilitation Project, Increasing the Amount to \$231,900, Categorical Exemption 15301 and; Authorizing City Manager to Execute Same**

ISSUE:

Change orders over 10% of the original contract amount and/or contract change orders that cumulatively exceed 10% of the original contract amount require approval by the City Council per the Purchasing Policies and Procedures in the Municipal Code (§3.20.050 & §3.20.060).

Bids and Proposals for the 2022/23 Street Rehabilitation Project were opened in June of 2023. The construction contract was awarded to Argonaut Constructors for a total contract amount of \$3,611,831.45. The construction management (CM) contract was awarded to SHN for a total amount of \$196,900. Each of these contracts has had a few change orders (Table 1 &2) and now a single change order for construction and a cumulative change order for CM has exceeded the 10% thresholds, requiring Council's review and approval.

ANALYSIS:

The design of the construction project began in 2021. In early 2022, geotechnical samples were taken throughout the project areas and this information was used as the basis of design for determining project digout area quantities. The winters of 2022 and 2023 produced high quantities of rain, which had severe impacts on the condition of the roadways subscribed for this project, which were already in failing condition. The weather impacts to roadway conditions was the most detrimental along South Franklin Street where large potholes and severe alligator cracking had spread from small isolated areas to entire widths of traveled lanes. Strategically, the dig-outs for this project began on South Franklin Street as the contract team identified early on that this was the location with the greatest need for repair and the highest likelihood for changed conditions, which might result in changes to costs. The assumption was correct and both the quantity and extent of digouts needed to produce a quality project were in excess of the amount specified in the design. These early quantity increases, allowed the contract team to evaluate and identify other potential areas where costs savings could be achieved in order to ensure we could complete as much paving as possible within budget.

Contract team was able to field fit the size and location of digouts to ensure that the roadway cuts only removed failed sections of asphalt to the extent that the digout meets up with existing healthy pavement sections. This approach results in a patchwork appearance, that once covered with a slurry creates a contiguous surface. Removing healthy sections of asphalt (i.e. repairing the whole roadway) is irresponsible for both the environment and the budget. The asphalt that is placed after a digout is intentionally raised above the existing surface for two reasons. First, asphalt has a natural tendency to settle over time so the raised areas allow for settling without creating craters where water can pool. Second, the raised surface prevent ponding of water by sloping flow away from the crevices between the new patch and the existing pavement. Water is the biggest detriment to the pavement, so the sloped surface ensures that water falls away from the patches (instead of soaking into them and causing new damage). The addition of slurry is not just to correct the aesthetic patchwork created by the digouts, the slurry functions as a barrier that seals the surface to prevent saturation in the cracks to increase pavement longevity. Due to historic temperature data, the contractor and slurry subcontractor have tentatively scheduled the slurry for the week of June 10.

As described above changes in the scope and extent of work, meant that the contract team needed to go back to the drawing board to identify areas of cost savings and determine what work could be completed within budget. Additionally, since this winter was particularly wet, several contract change orders were needed just to increase the number of working days for contract completion. Extending the contract working days also resulted in a need for extension to the CM team's contract, to cover the cost of more time/staff hours as necessary to bring the project to completion. Tables 1&2, depicted in the Fiscal Impact section provides specific details about change orders to date, including running totals and percent change.

FISCAL IMPACT:

The total project budget available this fiscal year, which includes construction, and engineering is \$4,272,038.60. The major funding sources for this project is the City's special street sales tax, State Road Maintenance and Rehabilitation (RMRA) Local Partnership Program (LPP), Highway Safety Improvement Program (HSIP), and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funding. Each of these fund sources are dedicated to the improvement and rehabilitation of the City streets, alleys, and safety projects.

The original Construction contract was awarded for \$ 3,611,831.45 to Argonaut. The Construction Management Contract was awarded for \$196,900 for a total anticipated cost of \$3,808,731.45. The project started with a budgeted 12% contingency at the time of award. With the inclusion of both change orders the new project total cost is \$4,134,539.42 leaving 3% contingency available (\$137,499.19). The tables below list out change orders to date, including brief descriptions about each. The change orders for consideration under this agenda item are included as Attachment 2 & 4 to the report.

CONSTRUCTION CONTRACT WITH ARGONAUT					
			Original Contract	\$ 3,611,831.45	
Date	Change Orders	Description	Change in Cost	Running Totals	Change
10/10/2023	Change Order #1	Addition of concrete sidewalk, curb and gutter on Alder Street and curb and gutter on SW corner of W. Fir and Stewart Street.	\$ 10,504.00	\$ 3,622,335.45	0.29%
10/10/2023	Change Order #2	Add two manholes on W. Fir and Reduce project scope by not adding new storm drain.	\$ (203,620.00)	\$ 3,418,715.45	-5.49%
1/6/2024	Change Order #3	Increased extents of pavement at intersection of Oak and Harold and an increase of 40 working days.	\$ 58,528.00	\$ 3,477,243.45	-3.80%
2/5/2024	Change Order #4	Credit for reduced striping, pavement marking, and pavement paint on Oak Street.	\$ (70,254.00)	\$ 3,406,989.45	-5.84%
2/16/2024	Change Order #5	Extra 4" and 6" digouts on Franklin Street	\$ 80,109.11	\$ 3,487,098.56	-3.51%
4/22/2024	Change Order #6	Increase Contract time by 25 days working days .	\$ -	\$ 3,487,098.56	-3.51%
5/28/2024	Change Order #7	Extra work on Fir Street, Oak Street, Alder Street, Boatyard Drive, and Franklin Street.	\$ 415,540.86	\$ 3,902,639.42	7.74%

CONSTRUCTION MANAGEMENT WITH SHN					
			Original Contract	\$ 196,900.00	
Date	Change Orders	Description	Change in Cost	Running Totals	Change
1/16/2024	Change Order #1	Design Services, Curb Ramps and Bulb Outs. Design Services, Construction Management, Oak St. and Harold St.	\$ 18,500.00	\$ 215,400.00	9%
4/22/2024	Change Order #2	Increase Contract time to July 31, 2024	\$ -	\$ 215,400.00	9%
5/2/2024	Change Order #3	Design Services and Construction Management, Franklin St. and Traffic Control Assistance, Boatyard Dr.	\$16,500	\$ 231,900.00	16%

ENVIRONMENTAL IMPACT:

There will be a short-lived increase of greenhouse gas emissions during the construction phase due to the asphalt processes and equipment necessary for the performance of the work. Increases in greenhouse gases will only occur during actual construction. All Air Quality Management District best management practices for minimizing greenhouse gas emissions during construction, like reducing idling vehicles will be incorporated into the daily activities of this project. Additionally, projects like this that support the maintenance and long-term utility of existing streets, roads, and highways are consistent with the Preferred Growth Scenario of VisionMendocino2030, which was developed as a local version of the California Air Resources Board Sustainable Communities Strategy Blue Print Plan.

The Project is exempt by CEQA Section 15301 (C) which allows for repair, maintenance, and/or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety); and

CONSISTENCY:

The primary funding source for this project is Special Street Sales Tax. This special purpose transaction and use tax was passed by the voters in 2004 and extended again in 2014 and 2023. This City's Special Street Sales Tax makes us a "Self-Help" City under RMRA, which entitles us to the additional LPP state funds described above. The use of Special Street Sales tax and RMRA funds for repairing, maintaining, and reconstructing City streets is a consistent use of their purpose.

RECOMMENDED ACTION:

- 1) Approving Contract change order #7 with Argonaut Constructors, for the 2022 Streets Rehabilitation Project, Increasing the Amount to \$3,902,639.42; and
- 2) Adopt City Council Resolution Approving Amendment #3 of Contract with SHN for the Construction Management Services on the 2022 Streets Rehabilitation Project, Increasing the Amount to \$231,900 and

IMPLEMENTATION/TIMEFRAMES:

Awarded Contracts – July 2023
Started Construction – September 21, 2023
Complete Construction – June 2024

ATTACHMENTS:

1. Reso Argonaut Change Order
2. Exhibit A - Argonaut Change Order #7
3. Reso SHN Change Order
4. Exhibit A - SHN Change Order #3

NOTIFICATION:

1. Argonaut Constructors
2. SHN Engineers & Geologist, Inc.

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING CONTRACT CHANGE ORDER NUMBER SEVEN WITH ARGONAUT CONSTRUCTORS FOR THE 2022 STREETS PROJECT, CITY PROJECT NO. PWP-00120 AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$3,902,639.42)

WHEREAS, the City entered into a Contract with Argonaut Constructors on July 31, 2023, to construct improvements for the 2022 Streets Rehabilitation Project for a total contract amount Not to Exceed \$3,611,831.45; and

WHEREAS, Change Orders One through Six are listed in a table in the staff report and were processed administratively as they did not exceed the 10% threshold; and

WHEREAS, the total amount of Change Order Seven (Exhibit A) is \$415,540.86, while this does not bring the total contract amount over the 10% threshold due to several change order credits, the dollar amount exceeds 10% of the contract amount; and

WHEREAS, the cost of these additional services is a result of extra work items and quantities of work primarily charged at the per unit prices for materials and labor associated with the project; and

WHEREAS, there are still sufficient funds budgeted in the 23/24 Fiscal Year Capital Improvement Program to cover these additional activities; and

WHEREAS, per Fort Bragg Municipal Code Section 3.20.050, the City Manager's signing authority for change orders may not exceed 10% of the approved contract cost; and

WHEREAS, this Project is exempt from CEQA, 14 CCR Section 15301(c) which allows for repair, maintenance, and/or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for public safety); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the contract change order seven with Argonaut Constructors, Project PWP-00120, and authorize the City Manager to execute same (Amount Not to Exceed \$3,902,639.42).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 28th day of May 2024, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:**

**BERNIE NORVELL
Mayor**

ATTEST:

**Diana Sanchez
City Clerk**

CHANGE ORDER

Change Order 7

Date of Issuance: <u>May 2, 2024</u>	Effective Date: <u>5/2/24</u>
Owner: <u>City of Fort Bragg</u>	Owner's Contract No.: <u>PWP-00120</u>
Contractor: <u>Argonaut Constructors</u>	Contractor's Project No.: _____
Engineer: <u>R.E.Y.</u>	Engineer's Project No.: _____
Project: <u>2022 Street Rehab Project</u>	Contract Name: <u>PWP-00120</u>

The Contract is modified as follows upon execution of this Change Order:

Description: **Project Bid Item credits as shown in the attachment. Extra work on Fir St., Oak St., Alder St., Boatyard Dr., and Franklin St. as shown in the attachment.**

Attachments: *[List documents supporting change]* **CO#7 Budget Overview and Argonaut PCO#7 Workbook.**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,611,831.45</u>	Original Contract Times: <u>109 days</u> Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$ <u>(124,732.90)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : <u>65 days</u> Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>3,487,098.56</u>	Contract Times prior to this Change Order: <u>174 days</u> Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>415,540.86</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>3,902,639.41</u>	Contract Times with all approved Change Orders: <u>174</u> Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED: By: <u>Jason Island</u> Engineer (if required) Title: <u>R.E.</u> Date: <u>5/2/24</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Title: _____ Date: _____
--	---	--

Approved by Funding Agency (if applicable)

By: N/A Date: _____

Title: _____

Change Order #7 Subtotals:			
Rem Base & Surfacing			\$ (2,304.00)
Cold Plane			\$ (10.50)
Unsuitable Material Excv & BF			\$ (22,000.00)
Slurry Seal (Incl. Crack Seal)			\$ (27,500.00)
Reset Traffic Loops			\$ (9,990.00)
Adjust Utility			\$ (3,000.00)
Relocate Fence			\$ (5,000.00)
Alder			\$ 13,230.00
Boatyard Digouts (overrun)			\$ 42,965.00
HMA (overrun)			\$ 119,068.95
Class 2 AB (overrun)			\$ 4,118.75
Asbestos Pipe Removal - 10/5/23			\$ 3,559.87
Additional Pedestrian Control Work - 1/30/24			\$ 1,061.06
Unmarked Storm Drain - 12/11/23			\$ 1,893.28
Unmarked Storm Drain - 3/13/24			\$ 981.18
Leaking Water Valve Support - 4/1/24 & 4/2/24			\$ 1,955.45
Traffic Loop			\$ 7,872.92
Adjust Utility (overrun)			\$ 24,000.00
4" Dig Out - Additional Digouts On Franklin (4/11 & 4/15)			\$ 132,750.00
HMA - Additional Digouts On Franklin (4/11 & 4/15)			\$ 123,865.50
Additional Stamped HMA & Red Pavement Paint (overrun)			\$ 8,023.40
CO#7 Total			\$ 415,540.86
Original Contract TOTAL			\$ 3,611,831.45
Previous COs			\$ (124,732.90)
Contract TOTAL w/CO			\$ 3,902,639.41

Change Order #1												
701.01	CO#1 - Remove Base & Surfacing	0.00	472.00	\$	472.00	LS	\$	-	\$	472.00	100%	
701.02	CO#1 - Item #017 Concrete Curb & Gutter	0.00	3,150.00	\$	3,150.00	LS	\$	-	\$	3,150.00	100%	\$ 472.00
701.03	CO#1 - Item #018 Concrete Sidewalk (Ramps)	0.00	6,882.00	\$	6,882.00	LS	\$	-	\$	6,882.00	100%	\$ 3,150.00
Change		10,504.00	10,504.00	100.00%	\$	-						\$ 6,882.00
Change Order #2												
702.01	CO#2 - Item #02 SWPPP	0.00	-3,000.00	\$	(3,000.00)	LS	\$	-	\$	(3,000.00)	100%	\$ 10,504.00
702.02	CO#2 - Item #21 Nyloplast Basins	0.00	-56,000.00	\$	(56,000.00)	LS	\$	-	\$	(56,000.00)	100%	\$ (3,000.00)
702.03	CO#2 - Item #22 - 12" HDPE/PVC	0.00	-3,500.00	\$	(3,500.00)	LS	\$	-	\$	(3,500.00)	100%	\$ (56,000.00)
702.04	CO#2 - Item #23 - 24" Plastic Pipe	0.00	-198,240.00	\$	(198,240.00)	LS	\$	-	\$	(198,240.00)	100%	\$ (3,500.00)
702.05	CO#2 - 60" Concrete SD CIP Manhole	0.00	48,120.00	\$	48,120.00	LS	\$	-	\$	48,120.00	100%	\$ (198,240.00)
702.06	CO#2 -12" HDPE/PVC	0.00	9,000.00	\$	9,000.00	LS	\$	-	\$	9,000.00	100%	\$ 48,120.00
Change		-203,620.00	-203,620.00	100.00%	\$	-						\$ 9,000.00
Change Order #3												
703.01	CO#3 - BI#A4 - Rem Base & Surfacing Oak/Herold Intersection	0.00	-1,520.00	\$	(1,520.00)	LS	\$	-	\$	(1,520.00)	0%	\$ (1,520.00)
703.02	CO#3 BI#A5 Class 2 AB - Oak/Herold Intersection	0.00	-375.00	\$	(375.00)	LS	\$	-	\$	(375.00)	100%	\$ (1,520.00)
703.03	CO#3 BI#A6 HMA Type A - Oak/Herold Intersection	0.00	-1,300.00	\$	(1,300.00)	LS	\$	-	\$	(1,300.00)	0%	\$ (375.00)
703.04	CO#3 BI#A14 Adjust Utility - Oak/Herold Intersection	0.00	-3,000.00	\$	(3,000.00)	LS	\$	-	\$	(3,000.00)	0%	\$ (1,300.00)
703.05	CO#3 BI#A17 Concrete Curb & Gutter - Oak/Herold Intersection	0.00	-1,980.00	\$	(1,980.00)	LS	\$	-	\$	(1,980.00)	100%	\$ (3,000.00)
703.06	CO#3 BI#A18 Concrete Sidewalk Ramps- Oak/Herold Intersection	0.00	-6,837.00	\$	(6,837.00)	LS	\$	-	\$	(6,837.00)	100%	\$ (1,980.00)
703.07	CO#3 BI#A4 Rem Base & Surfacing - Oak/Herold Intersection	0.00	25,290.00	\$	25,290.00	LS	\$	-	\$	25,290.00	100%	\$ (6,837.00)
703.08	CO#3 BI#A5 Class 2 AB - Oak/Herold Intersection	0.00	6,000.00	\$	6,000.00	LS	\$	-	\$	6,000.00	0%	\$ 25,290.00
703.09	CO#3 BI#A6 HMA Type A - Oak/Herold Intersection	0.00	42,250.00	\$	42,250.00	LS	\$	-	\$	42,250.00	0%	\$ 6,000.00
Change		58,528.00	-9,192.00	-15.71%	\$	67,720.00						\$ 42,250.00
Change Order #4												
704.01	CO#4 BI#31 - Traffic Stripe	0.00	-23,242.50	\$	(23,242.50)	LS	\$	-	\$	(23,242.50)	0%	\$ (23,242.50)
704.02	CO#4 - Item BI#31 - Traffic Stripe	0.00	-20,304.00	\$	(20,304.00)	LS	\$	-	\$	(20,304.00)	0%	\$ (20,304.00)
704.03	CO#4 - Item BI#33 - Remove Traffic Stripe	0.00	-10,226.70	\$	(10,226.70)	LS	\$	-	\$	(10,226.70)	0%	\$ (10,226.70)
704.04	CO#4 - Item BI#34 - Remove Pavement Marker	0.00	-13,536.00	\$	(13,536.00)	LS	\$	-	\$	(13,536.00)	0%	\$ (13,536.00)
704.05	CO#4 - Item BI#A31 - Traffic Stripe	0.00	-2,045.00	\$	(2,045.00)	LS	\$	-	\$	(2,045.00)	0%	\$ (2,045.00)
704.06	CO#4 - Item BI#A33 - Remove Traffic Stripe	0.00	-899.80	\$	(899.80)	LS	\$	-	\$	(899.80)	0%	\$ (899.80)
Change		-70,254.00	0.00	0.00%	\$	(70,254.00)						\$ (70,254.00)
Change order #5												
705.01	CO#5 - Extra Work On Franklin Street	0.00	397.32			SF	\$	4.50	\$	1,787.94	0%	\$ 1,787.94
705.02	CO#5 - Extra Work On Franklin Street	0.00	12,049.41			SF	\$	6.50	\$	78,321.17	0%	\$ 78,321.17
Change		80,109.11	0.00	0.00%								\$ 80,109.11
Change order #7												
	Alder		1.00			LS	\$		\$	13,230.00	0%	\$ -
	Boatyard Digouts (overrun)		6,610.00			SF	\$	6.50	\$	42,965.00	0%	\$ 13,230.00
	HMA (overrun)		721.63			TN	\$	165.00	\$	119,068.95	0%	\$ 42,965.00
	Class 2 AB (overrun)		32.95			CY	\$	125.00	\$	4,118.75	0%	\$ 119,068.95
	Asbestos Pipe Removal - 10/5/23		1.00			LS	\$		\$	3,559.87	0%	\$ 4,118.75
	Additional Pedestrian Control Work - 1/30/24		1.00			LS	\$		\$	1,061.06	0%	\$ 3,559.87
	Unmarked Storm Drain - 12/11/23		1.00			LS	\$		\$	1,893.28	0%	\$ 1,061.06
	Unmarked Storm Drain - 3/13/24		1.00			LS	\$		\$	981.18	0%	\$ 1,893.28
	Leaking Water Valve Support - 4/1/24 & 4/2/24		1.00			LS	\$		\$	1,955.45	0%	\$ 981.18
	Traffic Loop		1.00			LS	\$		\$	7,872.92	0%	\$ 1,955.45
	Adjust Utility (overrun)		16.00			EA	\$	1,500.00	\$	24,000.00	0%	\$ 7,872.92
	4" Dig Out - Additional Digouts On Franklin (4/11 & 4/15)		29,500.00			SF	\$	4.50	\$	132,750.00	0%	\$ 24,000.00
	HMA - Additional Digouts On Franklin (4/11 & 4/15)		750.70			TN	\$	165.00	\$	123,865.50	0%	\$ 132,750.00
Change		477,321.96										\$ 123,865.50
Change order #8												
	Additional Stamped HMA & Red Pavement Paint (overrun)		1.00			LS	\$	8,023.40	\$	8,023.40	0%	\$ 8,023.40
												\$ 8,023.40
												\$ 885,850.00

CONTRACT \$ 3,542,026.95
CHANGE ORDERS \$ 360,612.47
NEW CONTRACT \$ 3,902,639.42

Original Contract \$ 3,611,831.45
Difference \$ 290,807.97

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AMENDMENT THREE TO PROFESSIONAL SERVICES AGREEMENT WITH SHN CONSULTING ENGINEERS & GEOLOGIST, INC. FOR THE 2022 STREETS CONSTRUCTION PROJECT, CITY PROJECT NO. PWP-00120 AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$231,900.00)

WHEREAS, the City and Consultant entered into a Professional Services Agreement (“Contract”) with SHN on August 01, 2023, to provide Construction Management Services for the 2022 Streets Rehabilitation Project for a total contract amount Not to Exceed One Hundred Ninety-Six Thousand, Nine Hundred Dollars (\$196,900.00); and

WHEREAS, a First Amendment to the contract was made on January 16, 2024, for additional services increasing the Not to Exceed amount to \$215,400.00; and

WHEREAS, on April 22, 2024, a second Amendment was made to the agreement to increase the time for completion of the contract to July 31, 2024; and

WHEREAS, the proposed third Amendment increases the scope of work as a result of the extended time needed for completion as well as providing design services for field fit changes resulting in cost overruns of \$16,500; and

WHEREAS, there are still sufficient funds budgeted in the 23/24 Fiscal Year Capital Improvement Program to cover these additional activities; and

WHEREAS, per Fort Bragg Municipal Code Section 3.20.050, the City Manager’s signing authority for change orders may not exceed 10% of the approved contract cost; and

WHEREAS, this Project is exempt from CEQA, 14 CCR Section 15301(c) which allows for repair, maintenance, and/or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for public safety); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the amendment to the Professional Services Agreement with SHN Consulting Engineers & Geologists, Inc. for Project PWP-00120, and authorize the City Manager to execute the same (Amount Not to Exceed \$231,900).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 28th day of May 2024, by the following vote:

**AYES:
NOES:
ABSENT:**

**ABSTAIN:
RECUSED:**

**BERNIE NORVELL
Mayor**

ATTEST:

**Diana Sanchez
City Clerk**

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
SHN CONSULTING ENGINEERS & GEOLOGIST, INC.**

THIS THIRD AMENDMENT is made and entered into this ___ day of May 2024, by and between the CITY OF FORT BRAGG, hereinafter referred to as "City," and SHN CONSULTING ENGINEERS & GEOLOGIST, INC., hereinafter referred to as "Consultant."

WHEREAS, the City and Consultant entered into a Professional Services Agreement ("Contract") on August 01, 2023 to provide construction management services for the 2022 Streets Rehabilitation Project for a total contract amount Not to Exceed One Hundred Ninety-Six Thousand, Nine Hundred Dollars (\$196,900.00); and

WHEREAS, on January 16, 2024, the City and Consultant entered into a First Amendment to the Contract to modify the scope of work, increase the compensation to \$215,400.00 and extend the Time of Completion and Term; and

WHEREAS, on April 22, 2024, the City and Consultant entered into a Second Amendment to the Contract to extend the Completion of Work to July 31, 2024 and the Term to October 31, 2024; and

WHEREAS, additional services are required from Consultant to complete the project, and therefore the Scope of Work needs to be updated to reflect modifications to Consultant's services, as set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the estimated cost for the proposed additional services is Not to Exceed \$16,500.00, making the total contract amount Not to Exceed \$231,900.00; and

WHEREAS, sufficient funds are budgeted to cover the costs of these services;

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for construction management services for the 2022 Street Rehabilitation Project between the City and Consultant dated August 01, 2023, is hereby amended as follows:

1. **Scope of Work:**

Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.

2. **Compensation:**

Paragraph 2.1 (Compensation), is hereby amended to state, "Consultant's total compensation shall not exceed Two Hundred Thirty One Thousand, Nine Hundred Dollars (**\$231,900.00**)."

3. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated August 01, 2023, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY OF FORT BRAGG:

CONSULTANT:

By: _____
Isaac Whippy
City Manager

By: _____
Jason Island, PE
Its: SHN Regional Principal

ATTEST:

Diana Sanchez
City Clerk

APPROVED AS TO FORM:

Baron J. Bettenhausen
City Attorney

Exhibit A



Phone: (707) 459-4518 Email: info@shn-engr.com Web: shn-engr.com
335 S. Main Street, Willits, CA 95490-3977

Reference: 423039

May 2, 2024

Chantell O'Neal
City of Fort Bragg
416 North. Franklin Street
Fort Bragg, CA 95437

Subject: 2022 Streets Rehabilitation Project (PWP-00120), Construction Management Services- Contract Amendment 3

Dear Chantell O'Neal:

Thank you for allowing SHN the opportunity to provide Construction Management services for the 2022 Streets Rehabilitation Project.

As requested, we have prepared a scope of work with budget detail to provide additional construction management services to support the increased digout work and pavement improvements on Franklin Street and required traffic control assistance at Boatyard Drive.

Scope of Work

Task 1 Design Services and Construction Management, Franklin St.

SHN's scope of work associated with the construction management and engineering design services is expected to consist of the following tasks:

- Additional design and construction management services for increase of SF of digouts on N. Franklin St.

Task 2 Traffic Control Assistance, Boatyard Dr.

SHN's scope of work associated with the construction management and engineering design services, is expected to consist of the following tasks:

- Traffic Control Oversight and Assistance for construction activities at Boatyard Dr.

Fee

SHN will provide the services described in the scope of work for the fees listed below. Cost of project administration, meetings and agency/client coordination are incorporated in the task.

Task 1:	Design Services & Construction Management	\$ 15,000.00
Task 2:	Traffic Control Assistance	\$1,500.00
Total Not to Exceed Cost		\$16,500.00



Chantell O'Neal
2022 Streets Rehabilitation Project, Amendment 3
May 2, 2024
Page 2

Schedule

SHN is available to begin work on the project immediately and will provide documentation in a timely manner to keep the project moving forward. We will also be responsive and communicative with the project team in an effort to maximize efficiency and minimize costs.

Please contact me with any questions or comments at (707) 459-4518.

Sincerely,

SHN



Jason Island, PE
Senior Civil Engineer





City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 24-770

Agenda Date: 5/28/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Approving the Contract with Redwood Roofers for the City Hall Roof Replacement Project PWP-00139; Authorizing City Manager to Execute Contract (Amount Not to Exceed \$101,174.00); and Finding the Project Exempt from CEQA under 14 CCR 15301



AGENCY: City Council
MEETING DATE: May 28, 2024
DEPARTMENT: Public Works
PRESENTED BY: C. O'Neal
EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Contract with Redwood Roofers; City Project PWP-00139; Authorizing City Manager to Execute Contract (Amount Not to Exceed \$101,174.00); and Finding the Project Exempt from CEQA under 14 CCR 15268

ISSUE:

Public Works staff solicited informal quotes for the replacement of the City Hall roof. The City received four responsive quotes and two non-responsive quotes. The City Hall roof is a project listed in the City's 2023/2024 Capital Improvement Program list with an estimated cost of \$150,000. The lowest bid was received from Redwood Roofers in the amount of \$101,174.00.

ANALYSIS:

This project scope includes the removal of the existing roofing material, and the installation of a new Modified Bitumen System. The replacement of the City Hall roof is necessary to prevent leaking and ensure the building is maintained sufficiently.

RECOMMENDED ACTION:

Accept the bid of Redwood Roofers as the lowest responsive bid, adopt the Resolution awarding the contract for construction to Redwood Roofers for the City Hall roof replacement project and find the project exempt from CEQA under 14 CCR 15301.

ALTERNATIVE ACTION(S):

Refuse bids and put the project out to bid again.

FISCAL IMPACT:

This project was budgeted for \$150,000 in the FY 23/24 budget. Sufficient funds are available to complete this project.

ENVIRONMENTAL ANALYSIS:

This Project is categorically exempt from CEQA, 14 CCR Section 15301 which allows for repair and maintenance to existing facilities.

There will be a short-lived increase of greenhouse gas emissions during construction from processes and equipment necessary for the performance of the work. All Air Quality Management District best management practices for minimizing greenhouse gas emissions

during construction, such as reducing idling vehicles, will be incorporated into the daily activities of this project.

CONSISTENCY:

This project is consistent with General Plan Element 3 Public Facilities which is intended to identify essential public facilities, buildings, and services and to ensure that the existing and future population of Fort Bragg is provided the best feasible level of public services and infrastructure. Repair of the City Hall roof will ensure that the quality of the work environment for the employees who work there, as well as ensure the longevity of the equipment that is stored there.

IMPLEMENTATION/TIMEFRAMES:

Start Construction - July 01, 2024

Complete Construction - July 31, 2024

ATTACHMENTS:

1. Resolution
2. Redwood Roofers Quote
3. Contract

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING CONTRACT WITH REDWOOD ROOFERS, CITY PROJECT PWP-00139; AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$101,174.00); AND FINDING THE PROJECT EXEMPT FROM CEQA UNDER 14 CCR 15268

WHEREAS, the roof on the City Hall is past its serviceable life and in need of repairs; and

WHEREAS, quotes for the Project were solicited from six local contractors in April 2024; and

WHEREAS, four responsive quotes, and two un-responsive quotes were received for the City Hall Roof Replacement Project, PWP-00139; and

WHEREAS, the lowest quote was received from Redwood Roofers in the amount of \$101,174.00 to complete this work; and

WHEREAS, staff has confirmed that Redwood Roofers has the proper license, experience, and meets the necessary requirements to be considered a responsive bidder; and

WHEREAS, the project was budgeted in the 2023/2024 Capital Improvement Program in the amount of \$150,000; and

WHEREAS, this Project is categorically exempt from CEQA, 14 CCR Section 15268 which allows for repair and maintenance to existing facilities; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. The Redwood Roofers proposal meets the requirements of the Project and is considered responsive.
2. Redwood Roofers has the proper licenses to complete the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby accept the proposal of Redwood Roofers, awarding the contract for the City Hall Roof Replacement Project to Redwood Roofers and authorizing the City Manager to execute the same (Amount Not to exceed \$101,174.00).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 28th day of May 2024, by the following vote:

**AYES:
NOES:**

**ABSENT:
ABSTAIN:
RECUSED:**

**BERNIE NORVELL
Mayor**

ATTEST:

**Diana Sanchez
City Clerk**



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

9 May 2024

Roofing Bid: City Of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

Site Location: Same As Above

Work Description: Upper Roof

1. Remove existing one (1) layer modified bitumen, underlayment, and flashing.
2. Apply 1 layer of modified bitumen over an underlayment of fiberglass G-2 base sheet fastened with a metal square headed simplex nails as per manufacturer's specifications. Modified bitumen layer to be granulated, additional layer of modified bitumen available upon request.
3. Modified bitumen layers to be coved up walls, over the top of wall and down the front side approximately 3" on front facing side.
4. Installation of custom fabricated stainless-steel wall cap, and corners.
5. Brick Chimney(s)
 - a. Remove existing flashing.
 - b. Wrap layer(s) of modified bitumen up chimney chase.
 - c. Install saddle and step flashing.
 - d. Cut a kerf into stonework and install a counter flashing into kerf. Corners to be soldered. All flashing to be 16oz copper.
6. Detail around all roofing protrusions with layer(s) of modified bitumen.
7. Fabricate two (2) custom platforms for the roof vents.
8. Fabricate three (3) custom platforms for the turbine vent jacks turbine jacks to be replaced with three (3) Lomanco™ 12" black aluminum internally braced whirlybird wind turbine jack.
9. Installation of custom curb flashing for turbine jack.
10. Remove all debris created in the roofing process to the county landfill.
11. Obtain a county building permit.

Cost of Labor & Materials: \$101,174.00



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

Payment: 10% or \$1,000 (whichever is less) will be due upon the signing of the contract. Half of the total contract will be due upon the commencement of the work, and the balance will be due in full within 5 days from the completion of the work.

Payment Terms: Late fees past 30 days will be charged 1.5% per month. Customer shall pay all costs of collection, including without limitations, reasonable attorney's fees. In addition to any other right or remedy provided by law, if customer fails to pay for the services when due as listed above, Redwood Roofers has the option to treat such failure to pay as a materials breach of this Contract, and may cancel this Contract and/or seek legal remedies.

DISCLAIMERS

Any labor or materials not covered by this bid yet found to be necessary to perform the contracted work will be done on a time and materials basis, subject to the owner's approval. Bid does not include any structural or rot repairs; any necessary carpentry to be done on a T&M basis subject to owner's approval. Bid Includes removal of 1 layer of roofing unless otherwise stated. If additional layers of roofing are found, they will be removed on a T&M basis. Bid does not include plywood unless otherwise stated, if plywood does not exist, it will be required and will be installed on a T&M basis. Bid does not include any skylights or necessary interior skylight work unless otherwise stated; a bid for interior finish carpentry can be provided upon request. Redwood Roofers shall not be held responsible for "popped nails" or plaster/siding damage resulting from any roofing work, dust, dirt or debris in attic, minor damage to shrubs, driveways, walkways or patios. The contract price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices from available material suppliers. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation. Redwood Roofers maintains, at all times, General Liability Insurance with a \$2,000,000.00 limit of liability and Workers Compensation Insurance. Upon Request, we shall furnish a



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

certificate of insurance as proof of this coverage. Redwood roofers will arrange for the final roofing inspection. The smoke detector affidavit is the sole responsibility of the property owner. All work will be done to the uniform building code standards or better. All work will be done on a timely basis. The cost of this bid is current for 30 days.

WAIVER OF CONTRACTUAL RIGHT: THE FAILURE OF EITHER PARTY TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL NOT BE CONSTRUED AS A WAIVER OR LIMITATION OF THAT PARTY'S RIGHT TO SUBSEQUENTLY ENFORCE AND COMPEL STRICT COMPLIANCE WITH EVERY PROVISION OF THIS CONTRACT.

**BONDED AND FULLY INSURED
ESTABLISHED IN 1972**

I have read, understand, and agree to the terms of this bid:

Signature

(Print)

Date

Dakota Murray
General Manager

CITY OF FORT BRAGG
416 N. Franklin Street
Fort Bragg, California 95437

CONTRACT CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the CITY OF FORT BRAGG for the City Hall Roof Replacement Project, Project No. PWP-00139 within ten (10) working days of receiving written notice of award of the project.

- _____ Contract Check List
- _____ Contract, Part 1
- _____ Contract, Part 2 – General Provisions
- _____ Contract, Part 3 – Special Provisions
- _____ Performance Bond
- _____ Payment Bond
- _____ Maintenance Bond
- _____ Certificates of Insurance and Endorsements

CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONTRACT, PART 1

The CITY OF FORT BRAGG, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”) enters into this Contract, dated [REDACTED], for reference purposes only, with Redwood Roofers, 17851 North Highway One, Fort Bragg Ca 95437 (“Contractor”).

RECITALS

- A. REQUEST FOR QUOTE. The City solicited quotes from a minimum of three (3) vendors on April 19, 2024 for the City Hall Roof Replacement Project, PWP-00139 (“Project”) in accordance with Fort Bragg Municipal Code Section 3.22.050 for informal bidding. For purposes of this agreement “bid,” “proposal,” and “quote” are used interchangeably.
- B. PROJECT PROPOSAL. On May 10, 2024, City representatives received the lowest, responsive proposal for the Project from Redwood Roofers.
- C.. PROJECT AWARD . On [REDACTED] the City Council accepted the proposal of Redwood Roofers, awarding the contract for the City Hall Roof Replacement Project and authorizing the City Manager to execute the same.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list.
- E. INVESTIGATION AND VERIFICATION OF SITE CONDITIONS. The Contractor warrants that it has conducted all necessary pre-bid investigations and other obligations, and agrees that it shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work. In executing this Contract, Contractor shall rely on the results of its own independent investigation and shall not rely on City-supplied information regarding above ground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

City of Fort Bragg
Project No. PWP-00139
Contract, Part 1

CONTRACT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the City Hall Roof Replacement project (“Work”) as more specifically shown in the Contract Documents and applicable law.
2. LOCATION OF WORK.
The Work will be performed at the following location:
416 N. Franklin St. Fort Bragg, Ca 95437
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within Thirty (30) working days from the date specified in the City’s Notice to Proceed (“Time for Completion”).
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Contract in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor’s obligations under this Contract that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City’s remedies for the Contractor’s failure to perform include, but are not limited to, assessment of liquidated damages of \$500 per day in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.
5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor’s obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **One Hundred One Thousand One Hundred Seventy Four Dollars \$101,174.00** (the “Contract Price”) as specified in the Contractor’s completed Quote dated May 9, 2024, and attached to and incorporated in this Contract as **Exhibit A**. Payment to the Contractor under this Contract will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Contract is first modified in accordance with its terms. The City’s obligation to pay the

Contractor under this Contract is subject to and may be offset by charges that may apply to the Contractor under this Contract. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 et seq., the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

- 6.1. Contractor acknowledges and agrees that it shall comply with the requirements of California Public Contracts Code sections 2600 et seq., in its entirety and, in particular, those sections related to Skilled and Trained Workforce. By its execution of this agreement Contractor certifies and warrants that it is aware of the requirement of California Public Contracts Code section 2600 et seq. and its requirements as to a Skilled and Trained Workforce.

7. THE CONTRACT DOCUMENTS. This Contract consists of the following documents (“Contract Documents”), all of which are incorporated into and made a part of this Contract as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - 7.1 This Part 1 of the Contract and change orders and other amendments to this Contract signed by authorized representatives of the City and the Contractor.
 - 7.2 The General Provisions, Part 2 of the Contract, and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.
 - 7.3 The Special Provisions, Part 3 of the Contract, and change orders and other amendments to the Special Provisions signed by authorized representatives of the City and the Contractor.
 - 7.4 The Technical Specifications [Section Removed]
 - 7.5 The Project Plans [Section Removed]
 - 7.6 The Contractor’s Quote dated May 9, 2024
 - 7.7 Contractor’s completed Certificates of Insurance and Endorsements
 - 7.8 Contractor’s executed Performance Bond
 - 7.9 Contractor’s executed Payment Bond
 - 7.10 Contractor’s Maintenance Bond
8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Contract to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Contract. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Contract to the extent expressly incorporated in the Contract by section number. When such published provisions are made a part of this Contract, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Contract may require.
9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, must be submitted to the Public Works Director, or his/her designee, for issuance of an interpretation and/or decision by the authorized Public Works Director in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning

the Contract Documents will not be binding on the City. The decision of the Public Works Director, or his/her designee, shall be final.

10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Contract, or any monies due or to become due under this Contract, or any other right or interest of the Contractor under this Contract, or delegate any obligation or duty of the Contractor under this Contract without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
11. CONTRACTOR'S LICENSE CERTIFICATION. By signing this Contract the Contractor certifies that the Contractor holds a valid Type C39 license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.
13. PROJECT REPRESENTATIVES
 - 13.1 The City has designated Public Works Director John Smith as its Project Manager to act as its Representative in all matters relating to the Contract. If Project Manager is an employee of City, Project Manager is the beneficiary of all Contractor obligations to the City including, without limitation, all releases and indemnities.

Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the City, to accept work, and to make decisions or actions binding on the City, and shall have sole signature authority on behalf of the City.

The City may assign all or part of the Project Manager's rights, responsibilities and duties to a construction manager or other City representative.
 - 13.2 The Contractor has designated Dakota Murray as its Project Manager to act as Contractor's Representative in all matters relating to the Contract. The Contractor's Project Manager shall have final authority over all matters pertaining

to the Contract and shall have sole authority to modify the Contract on behalf of the Contractor and to make decisions or actions binding on the Contractor, and shall have sole signature authority on behalf of the Contractor.

SIGNATURES ON FOLLOWING PAGE

Executed on _____, by

CONTRACTOR

By: _____
Title: _____

[Attach Notary Acknowledgment Page]

CITY

By: Isaac Whippy
Title: City Manager

ATTEST:

By: _____
Diana Sanchez
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONTRACT, PART 2
GENERAL PROVISIONS

1. DEFINITIONS

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1.1 **City:** CITY OF FORT BRAGG.
- 1.2 **Construction Manager:** The City's authorized representative for administration and overall management of the Project contract and Work. The Construction Manager is the official point of contact between the City, the Architect and/or Engineer, and the Contractor. The Construction Manager for this project shall be Engineering Technician Carlos Hernandez.
- 1.3 **Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1.4 **Contract Documents:** All documents identified in Section 7 of Part 1 of the Contract.
- 1.5 **Contractor:** Redwood Roofers. The successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement.
- 1.6 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.7 **Project:** The City Hall Roof Replacement Project as described in scope of work.
- 1.8 **Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the City and shall coordinate with the Construction Manager and Architect as directed by the City in accordance with the Contract Documents. .
- 1.9 **Project Plans:** [Section Removed]
- 1.10 **Proposal:** The quote, bid, or proposal submitted by by Contractor to the City in response to City request for informal bid. For purposes of this Agreement, quote, proposal, and bid are used interchangeably.
- 1.11 **Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes

City of Fort Bragg
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Contract, Part 2
General Provisions

of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work.

1.12 **Technical Specifications:** [Section Removed].

1.13 **Time for Completion:** The Time for Completion is the time by which the Work must be completed, as defined in the Contract, Part 1, or as modified in a writing, executed by the City and Contractor.

1.14 **Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project in accordance with the Contract Document and applicable law(s).

1.15 **Written Notice:** Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Quote.

2. PLANS AND SPECIFICATIONS [Section Removed]

3. CONTROL OF WORK AND MATERIAL

3.1 **Construction Manager's Status.** The Construction Manager will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Construction Manager. Except as otherwise provided in the Contract Documents, the Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Construction Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Construction Manager will also have the authority to require inspection or testing of the Work.

3.2 **Architect or Engineer's Status.** [Section Removed]

3.3 **Inspection and Testing of Work and Material.**

City of Fort Bragg
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General Provisions

- 3.3.1 The City and the Construction Manager and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.
- 3.3.2 The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Construction Manager.
- 3.3.3 If the Construction Manager, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Construction Manager timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Construction Manager or without the approval or consent of the Construction Manager must, if required by the Construction Manager, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work subject to testing that is covered up without timely notice to the Construction Manager and that is not uncovered for examination at the Contractor's Expense if required by the Construction Manager.
- 3.3.4 Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports shall be distributed as required .
- 3.3.5 The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Construction Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.
- 3.3.6 The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The

City of Fort Bragg
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Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.

3.4 Samples Furnished by the Contractor. [Section Removed]

3.5 Materials and Substitutions.

3.5.1 Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.

3.5.2 If the Contractor submitted complete information to the Public Works Department for products proposed as equals in accordance with the Bid Package, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Contract Documents. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish an acceptable product approved by the Construction Manager.

3.5.3. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing City facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the

City of Fort Bragg
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General Provisions

Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

- 3.6 Maintenance and Examination of Records. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to the City for reference. Upon completion of the Work, Contractor shall deliver to the City, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittals; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to the City. At the completion of the Project, Contractor shall deliver all such records to the City to have a complete set of record as-built drawings.

The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning

City of Fort Bragg
Project No. PWP-00139
Contract, Part 2
General Provisions

the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

- 3.7 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.
- 3.8 Project Schedule. Prior to the pre-construction meeting, the Contractor shall submit a baseline schedule showing each task of Work, including, as required by the City, equipment procurement and delivery (Contractor and City supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with the City and third parties. The baseline schedule shall include the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule shall allow for the completion of the entire Work within the Time for Completion.
 - 3.8.1 City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
 - 3.8.2 Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor shall submit an updated schedule on a biweekly basis until completion of the Work. The updated schedule shall show the progress of Work as of the date specified in the updated schedule. Contractor shall provide the City with an electronic copy of each updated schedule.
 - 3.8.3 Float. The baseline schedule and all later submitted schedules shall show early and late completion dates for each task. The number of days between these dates shall be designated as "Float." The Float shall be designated to the Project and shall be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.

City of Fort Bragg
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- 3.8.4 Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in this section or submit a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract documents.
- 3.8.5 Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method of addressing such exceptions, and the City's review of the schedule will not create scheduling obligations for the City.
- 3.8.6 Contractor's baseline schedule and progress schedules shall be in the form of a CPM (arrow) diagram. Contractor shall provide the City with native format electronic schedules and hard copies of the baseline schedule, schedule updates, and look ahead schedules. All electronic and hard copies of the schedule that Contractor provides to the City shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
- 3.8.7 The City has no obligation to accept an early completion date.
- 3.8.8 The City may request a recovery schedule should Contractor fall 21 or more Days behind any schedule milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates. The recovery schedule shall show the intended critical path. If the City requests, Contractor shall also: secure and demonstrate appropriate subcontractor and supplier consent to the recovery schedule; and submit a written plan and narrative explaining on trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or subcontractors.
- 3.8.9 If the Contractor requests an extension of the Time for Completion, it shall submit the request in a writing that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. The writing shall include this narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current schedule impact or critical path or otherwise. Any requests of an extension of the Time for Completion stemming from an alleged project delay shall be

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made within five (5) days of the commencement of the alleged delay, explain the reason for delay, include the anticipated length of the delay, and contain a narrative justifying the extension, in addition to the other information and schedules required by this section.

3.9 Construction Staking. [Section Removed]

3.10 Materials Testing. [Section Removed]

4. CHANGES IN WORK

- 4.1 City Directed Change Orders. The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents. Such amendments will in no way void the agreement, but may be applied to amend the Contract Price or Time for Completion, if such amendments affect the Contract Price, the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 4.
- 4.2 Writing Requirement. Change orders and other amendments to the Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.
- 4.3 Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change.
- 4.4 All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the City. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order, and must provide information justifying the requested change in the Time for Completion. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, will be accomplished by the Time for Completion then in effect.
- 4.5 Change Order Pricing. Change order pricing will be governed by the following:

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- 4.5.1 Unit prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify unit prices.
- 4.5.2 Cost impacts involving items for which no unit prices are specified will be calculated by adding the itemized actual direct cost that would be added or reduced under the change order and an allowance for.
- 4.6 Liability Under Unapproved Change Orders. The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 4. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.
- 4.7 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 4, will in all respects be subject to all provisions of the Contract Documents, except as modified by such change orders or amendments.
- 4.8 Change Order Disputes.
 - 4.8.1 Disputed City Directed Change Orders. If the Contractor disputes a City directed change order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City directed change order, whichever is later. In performing Work consistent with a disputed City-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.
 - 4.8.2 Disputed Contractor Proposed Change Orders. If the City disputes a Contractor proposed change order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the City. Regardless of and throughout any such

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efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

- 4.9 Change in Time for Completion. The Time for Completion may only be changed through a Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence. Contractor shall not be entitled time extension for impacts that consume Float, but do not impact the critical path. Time extensions will not be granted unless substantiated by the Critical Path Method (CPM) Schedule, and then not until the CPM float becomes zero. If contractor fails to submit documentation requesting and justifying a change in Time for Completion consistent with the Contract Documents, the Contractor shall be deemed to have agreed that there is no extension of time and that Contractor has irrevocably waived its rights to any change in the Time for Completion. Contractor initiated change orders shall address any impacts on the Time for Completion when first submitted to the City. Contractor shall submit any request for change in the Time for Completion and all supporting information and documentation required by the Contract Documents within seven (7) working days of receipt of a City-directed Change Order.

5. TRENCHING AND UTILITIES [Section Removed]

6. PROJECT FACILITIES

- 6.1 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.
- 6.2 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the

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City and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or Ownership pursuant to this Section 6 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

7. PROSECUTION AND PROGRESS OF THE WORK

- 7.1 Liquidated Damages. Time is of the essence in the Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$100 per day for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Agreement.
- 7.2 No Damage for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all Work within the Time for Completion, including, but not limited to, reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded

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a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.

- 7.3 Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the Contract Price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.
- 7.4 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.
- 7.5 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:
- 7.5.1 Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Agreement.
- 7.5.2 Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications,

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provided such clarifications or information or proposed change orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

- 7.6 Delays Caused by the City and/or Its Privities. Delay caused by the City and/or other Contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 4, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.
- 7.7 Weather Delays. Extensions of the Time for Completion will not be allowed for normal, adverse weather conditions that are consistent with historical weather data of the National Oceanographic and Atmospheric Administration of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. The Contractor should understand that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule, normal adverse weather delays as reflected in historical data of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce for the weather station most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of adverse weather days far exceeds the historical data. No extensions of the Time for Completion will be granted for normal, adverse weather conditions or for adverse weather conditions that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.
- 7.8 Delay Claims. Within five (5) days of the beginning of any delay, Contractor shall notify the City in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question.

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Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of submitting its notice of delay. The request must be in writing in the form of a change order and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay. The City will determine all claims and adjustments in the Time for Completion. No claim for an adjustment in the Time for Completion will be valid and such claim will be waived if not submitted in accordance with the requirements of this Section and Section 4.9. In cases of substantial compliance with the notice timing requirements of this Section (but not to exceed twenty-one (21) days from the beginning of the delay event), City may in its sole discretion recognize a claim for delay accompanied with the proper documentation and justification, provided the Contractor also shows good faith and a manifest lack of prejudice to the City from the late notice.

7.9 Contractor Coordination of the Work.

7.9.1 The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.

7.9.2 If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.

7.9.3 The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.

7.9.4 The Contractor will provide proper facilities at all times for access of the City, the Construction Manager, Architect or Engineer, and other authorized City representatives to conveniently examine and inspect the Work.

8. CONTRACTOR RESPONSIBILITIES

8.1. Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant

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to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

- 8.2 Non Discrimination. During the performance of this Contract, Contractor will not discriminate against any employee or subcontractor of the Contractor or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

- 8.3 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Construction Manager or Architect are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Construction Manager, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.
- 8.4 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The superintendent may not be

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changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.

- 8.5 **Competent Employees.** The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Project any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Project without City approval.
- 8.6 **Items Necessary for Proper Completion of the Work.** Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.
- 8.7 **Construction Reports.** The Contractor must submit daily construction reports detailing the daily progress of the Work to the Construction Manager on a weekly basis.
- 8.8 **Subcontracting.** The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of the Contract amount, except that the bid amount for subcontracted "Specialty Items" so designated in the Special Provisions may be eliminated from the Contract amount and not considered as sub-contracted for the purposes of calculating the value of work to be performed by the Contractor. For the purposes of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the Contractor or Subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.
 - 8.8.1 By executing the Contract, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In

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accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.

- 8.8.2 The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 et seq. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.
- 8.8.3. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.
- 8.8.4 Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. The Contractor shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 11.

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- 8.8.5 Subcontractor agrees to be bound to General Contractor and City in the same manner and to the same extent as General Contractor is bound to City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City's Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all subcontractors to provide a valid certificate of insurance with the required endorsements included in the agreement prior to commencement of any work and General Contractor will provide proof of compliance to the City.
- 8.8.6 Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.

8.9 Insurance.

- 8.9.1 All required insurance shall be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor's expense throughout the performance of the Work.
- 8.9.2 The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.
- 8.9.3 Within ten (10) working days following notice of award the Contractor must submit to the City along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance:
- 8.9.3.1 Worker's Compensation Insurance. Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's Compensation insurance must be for Statutory Limits and must cover the

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full liability of the Contractor. The Contractor's Employer's Liability Insurance must be in an amount no less than \$1,000,000.00 per occurrence. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the work performed under this agreement.

8.9.3.2 Commercial General Liability and Automobile Liability Insurance. Coverage for liability because of Bodily Injury and Property Damage including, but not limited to the following coverage:

- Completed Operations and Products Liability
- Bodily Injury
- Personal Injury
- Broad Form Property Damage Liability
- Contractual Liability insuring the obligations assumed by the Contractor under the Contract Documents
- Automobile Liability, including owned, non-owned and hired automobiles
- Coverage for the XCU hazards of Explosion, Collapse and Underground Hazards

8.9.3.3 Commercial General Liability Self-Insured Retentions:

- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability.
- Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

8.9.3.4 Commercial Umbrella Policy. The limits of insurance required in these Contract Documents 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 City (if agreed to in a written contract or agreement) before the City's own Insurance or self-

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insurance shall be called upon to protect it as a named insured.

8.9.3.5 Builders Risk. The Contractor must, at the Contractor’s own expense, maintain a builder’s risk fire insurance policy, special form including extended coverage and vandalism, and malicious mischief endorsements. The policy must name the City and the Contractor as insureds. Such insurance must be carried in the amount of 100% of the Contract Price. In the event of a partial or total destruction by fire of any or all of the Work at any time prior to the completion and acceptance thereof, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor’s own cost and expense and at no cost to the City.

8.9.4 The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the City’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

8.9.5 The limits of the insurance required above will be at least:

Comprehensive General Liability

Bodily Injury Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate
Property Damage Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate

Comprehensive Automobile Liability

Bodily Injury Liability	\$2,000,000	each person
	\$2,000,000	each occurrence
Property Damage Liability	\$2,000,000	each occurrence

Builders Risk issued for the value of the Contract Price

8.9.6 For each insurance policy required under the Agreement except for the required workers compensation insurance policy, the Contractor must provide endorsements that add the City, its officials, officers, employees, agents and volunteers as an additional insured (“Additional Insured”). Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the City, and that the City’s insurance will be excess of and not

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contribute to the insurance required to be furnished by the Contractor; that the City will receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause acceptable to the City. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

- 8.9.7 It shall be a requirement under these Contract Documents that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- 8.9.8 Contractor shall maintain insurance as required by these Contract Documents to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

8.10 Indemnities.

- 8.10.1 The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes arising out of the Contractor's execution of the Work or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense and consultants' costs), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code and bodily injury or death) directly or indirectly arising from the Contractor's performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or in part by any act or omission of Contractor, its subcontractors, or anyone directly or indirectly employed by any of

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them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever, save for liability for any loss, damage, or expense arising out of the City's sole negligence or willful misconduct.

- 8.10.2 The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees, volunteers, agents and the Construction Manager for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.
- 8.10.3 The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.
- 8.10.4 Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 8.10. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.
- 8.10.5 Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor's privities or agents.

- 8.10.6 The Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the Stormwater Pollution Prevention Plan (“SWPPP”) in accordance with provision 12 of the Special Provisions. The City may withhold from amounts due or that may become due to the Contractor under this Contract amounts that equal or are estimated to equal the amount of claims, including fines, resulting from failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the SWPPP in accordance with provision 12 of the Special Provisions.
- 8.10.7 In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by the City. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.
- 8.10.8 The defense and indemnification obligations of these Contract Documents are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in these Contract Documents.
- 8.10.9 Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of these Contract Documents for the full period of time allowed by law.
- 8.10.10 If Contractor fails to perform any of the foregoing defense and indemnity obligations, the City may defend itself and back-charge the Contractor for the City's costs and fees (including attorneys' and consultants' fees), and damages and withhold such sums from progress payments or other Contract monies which may become due.
- 8.11 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work.
- 8.12 California Labor Code Requirements.

- 8.12.1 In accordance with California Labor Code Section 1771.1, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The Contractor and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.
- 8.12.2 In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.
- 8.12.3 In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- 8.12.4 The Contractor and its subcontractors will forfeit as a penalty to the City \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- 8.12.5 In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.
- 8.12.6 In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775 which establishes a penalty of up to \$200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the

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prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefor unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

- 8.12.6.1 The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 8.12.6.2 The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 - 8.12.6.3 Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
 - 8.12.6.4 Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
- 8.12.7 In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code

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Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.

- 8.12.8 In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- 8.12.9 In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.
- 8.13 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Contract Documents is to be construed to permit Work not conforming to these codes:
- National Electrical Safety Code, U. S. Department of Commerce
 - National Board of Fire Underwriters' Regulations
 - California Building Standards Code as adopted by the City
 - California Mechanical Code as amended by applicable local ordinances for all construction work.
 - California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
 - Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
 - Industrial Accident Commission's Safety Orders, State of California
 - Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes

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- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies
- Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or Work

8.14 Guaranty. The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor shall remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

Where defective or rejected Work and any damage caused thereby has been corrected, removed, or replaced by the Contractor pursuant to this section, the guarantee period with respect to that Work shall be extended for an additional period of one year after such correction, removal, or replacement has been satisfactorily completed.

8.15 Safety.

8.15.1 In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the City, the Construction Manager, the Architect, nor the Engineer will be

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responsible for having hazards corrected and/or removed at the Work site. The Contractor agrees that the City will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

- 8.15.2 Review and inspection by the City, the Construction Manager, the Architect or Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.
 - 8.15.3 The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.
 - 8.15.4 Within ten (10) working days following notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.
 - 8.15.5 The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.
- 8.16 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials

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pursuant to this contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

- 8.17 Contractor shall be responsible for properly notifying residents and property owners impacted by this project in accordance with City standards. Specific notification procedures vary with the type of work and shall be coordinated with the City before work begins. The City will furnish a list of impacted property owners.
- 8.18 Contractor shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

9. MEASUREMENT AND PAYMENT

9.1 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance.

9.2 Payment

9.2.1 On or about the first day of each calendar month the Contractor will submit to the Construction Manager a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. **Billing must be received on a monthly basis, at a minimum.** Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.

9.2.2 To be eligible for payment the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months, applications for payment will not be processed without certified payroll reports.

9.2.3 In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time

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specified in Section 3.8, or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.

- 9.2.4 Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.
- 9.2.5 The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:
 - 9.2.5.1 The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.
 - 9.2.5.2 No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
 - 9.2.5.3 No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.
 - 9.2.5.4 The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.

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- 9.2.6 In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 9.2.5.
- 9.3 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for contractor overhead and/or profit established under the Agreement.
- 9.3.1 Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work or in excess of the labor costs specified in Section 4.5 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
- 9.3.2 Superintendent labor and clerical labor.
- 9.3.3 Bond premiums.
- 9.3.4 Insurance in excess of that required under Section 8.8.
- 9.3.5 Utility costs.
- 9.3.6 Work Site office expenses.
- 9.3.7 Home office expenses.
- 9.3.8 Permit or license costs.

9.4 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

- 9.4.1 Defective work not remedied or uncompleted work.
- 9.4.2 Claims filed or reasonable evidence indicating probable filing of claims.
- 9.4.3 Failure to properly pay subcontractors or to pay for material or labor.
- 9.4.4 Reasonable doubt that the Work can be completed for the balance then unpaid.
- 9.4.5 Damage to another contractor.
- 9.4.6 Damage to the City.
- 9.4.7 Damage to a third party.
- 9.4.8 Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- 9.4.9 Liquidated damages or other charges that apply to the Contractor under the Agreement.
- 9.4.10 Any other lawful basis for withholding payment under the contract.

9.5 Securities in Lieu of Retention.

- 9.5.1 In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.
- 9.5.2 Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of

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payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.

9.5.3 Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

9.5.4 The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

10. PROJECT ACCEPTANCE AND CLOSEOUT

10.1 Occupancy. The City reserves the right to occupy or use any part or parts or the entirety of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the City's rights to assess liquidated damages in accordance with Section 7 after the date of such occupancy or use.

10.2 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Construction Manager specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Construction Manager. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Builts), and any equipment operating and maintenance instructions and data, warranties.

10.3 Work Acceptance.

- 10.3.1 All finished Work will be subject to inspection and acceptance or rejection by the City, the Construction Manager, and the Architect or Engineer and other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.
- 10.3.2 The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.
- 10.3.3 In evaluating the Work, no allowance will be made for deviations from the Contract Documents unless already approved in writing in accordance with the requirements of Section 4, above.
- 10.3.4 The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.
- 10.3.5 None of the provisions of this section, including acceptance of the Project, final payment, or use or occupancy of the Project Site shall constitute acceptance of Work not done in accordance with the Contract Documents nor relieve Contractor of liability relating to the express guarantees or responsibility for faulty materials or workmanship. Nothing in this section or the Contract Documents shall be construed to limit, relieve, or release Contractor's, subcontractors', and materials suppliers' liability to the City for damages sustained as a result of latent defects in materials, equipment, or the Work caused by the Contractor, its agents, suppliers, employees, or Subcontractors.

11. REMEDIES AND DISPUTES

- 11.1 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct

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such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor. Contractor shall not be entitled to an extension of the Time of Completion because of a delay in the performance of the Work attributable to the City's exercise of its rights under this section.

11.2 Termination for Cause

11.2.1 In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Contractor's control of the Work for any material breach of the Contract, including, but not limited to the following:

- 11.2.1.1 If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
- 11.2.1.2 If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
- 11.2.1.3 If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
- 11.2.1.4 If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
- 11.2.1.5 If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Construction Manager, the Architect, or other authorized representatives of the City.

- 11.2.2 If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contractor's control of the Work will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.
- 11.2.3 Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- 11.2.4 Upon termination of the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the

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City reserves the right to refuse tender of the Contractor by any surety to complete the Work.

- 11.2.5 If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.
- 11.2.6 If the Agreement or Contractor's control of the Work is terminated for any reason, Contractor waives all consequential damages resulting therefrom, including, but not limited to, the loss of any anticipated profit by the Contractor for the Work, the loss of profit on any potential or future jobs, and the loss of bonding capacity.
- 11.2.7 In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the

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case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.

- 11.2.8 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have following a termination for convenience. Any contractor claim arising out of a termination for cause shall be made in accordance with this section.

11.3 Termination for Convenience.

- 11.3.1 The City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that termination is in the City's best interest. Termination shall be effected by the City delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- 11.3.2 Contractor shall comply strictly with the City's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- 11.3.3 Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by: (i) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule; and (ii) offset by payments made and other contract credits. In connection with any such calculation, however, the City shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.
- 11.3.4 Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

11.4 Disputes.

The procedure set forth in California Public Contracts Code section 9204 (as summarized in Exhibit B attached hereto) shall apply to all "claims" by the Contractor on the City, as that term is defined in Section 9204. With respect to "claims" or any portion of a claim not resolved by way of the procedure set forth in Section 9204, the following procedure shall thereafter apply as follows:

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- 11.4.1 In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the Contractor and the City:
- 11.4.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - 11.4.1.2 For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
 - 11.4.1.2.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
 - 11.4.1.2.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
 - 11.4.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
 - 11.4.1.3.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
 - 11.4.1.3.2 The City's written response to the claim, as further documented, shall be submitted to the

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Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

- 11.4.1.4 If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - 11.4.1.5 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
 - 11.4.1.6 This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 11.4.2 In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the City and the Contractor:
- 11.4.2.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded

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within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

11.4.2.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

11.4.2.2.1 Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

11.4.2.2.2 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

11.4.2.3 The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11.4.3 In accordance with California Public Contract Code Section 20104.6:

11.4.3.1 The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

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114.3.2 In any suit filed under Public Contract Code Section 20104.4 concerning this contract, the City shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

11.5 Non-Waiver.

11.5.1 Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

11.5.2 Neither acceptance of the whole or any part of Work by City nor any verbal statements on behalf of City or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein nor any right to damages provided in the Contract Documents.

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CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONTRACT, PART 3

SPECIAL PROVISIONS

12. SPECIAL PROVISIONS

12.1 Description of Work.

The Work in general consists of removing existing roofing material, underlayment, flashing, and all necessary components, identifying and repairing all areas that require plywood replacement, install new and City approved underlayment, roofing material, fasteners, and flashing. Other such items of work as are required to complete the project in accordance with this Contracts Scope of Work.

The estimate of the quantities of work to be done is approximate only, being as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the Construction Manager.

Incidental items of construction necessary to complete the whole Work in a satisfactory and acceptable manner as shown on the Scope of Work and not specifically referred to in this section, will be understood to be furnished by the Contractor.

12.2 Construction Limitations.

The Contractor will be expected to conduct his or her operations in a manner that creates a minimum of damage to the natural vegetation and landscape. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required. Excavation made under this Contract must be backfilled before leaving the Work for the night.

The Contractor will be responsible for obtaining permission from the property owners for any construction outside of the Work site or easements as shown on the plans. Equipment will be restricted to the immediate area of construction, pipe trenches will be backfilled as soon as possible.

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Receptacles for construction residue, including oil, cleaning fluids, and litter must be covered. Such residues must be disposed of in a proper manner. Construction activity within the existing right-of-way must be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

12.3 Storm Water Pollution Prevention.

The Contractor must perform the Work in compliance with all applicable requirements of the California State Water Resources Control Board pursuant to Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 (“General Permit”) adopted pursuant to regulations adopted by the U.S. Environmental Protection Agency (USEPA) on November 16, 1990 and codified in 40 Code of Federal Regulations Parts 122, 123, 124. The General Permit applies to storm water discharges from construction sites that disturb land equal to or greater than one acre, and to construction activity that results in soil disturbances of less than one acre if the construction activity is part of a larger common plan of development that encompasses one acre or more of soil disturbance or if there is significant water quality impairment resulting from the activity. The General Permit requirements that may apply to the Contractor’s performance of the Work include, but are not limited to:

- a. Development and implementation of a Storm Water Pollution Prevention Plan (“SWPPP”) that specifies Best Management Practices (“BMPs”) that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site into receiving waters.
- b. Elimination or reduction of non-storm water discharges to storm sewer systems and other waters of the nation.
- c. Inspection of all BMPs.

Portions of the Work that may be subject to the General Permit include, but are not limited to clearing, grading, stockpiling and excavation.

Prior to commencing performance of the Work, the Contractor must prepare and file a Notice of Intent to obtain coverage under the General Permit, a vicinity map, and the applicable fee, with the California State Water resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977.

Prior to commencing performance of the Work, the Contractor must also prepare an SWPPP in accordance with all applicable requirements of the General Permit and submit the SWPPP to the Construction Manager for approval.

The Contractor must also develop and implement a monitoring program to verify compliance with the General Permit.

The SWPPP must include a Project site map. Geometric equations, notes, details, and all data not related to water pollution control work shall be removed to provide clarity. A copy of the Project Plans must be used as a base plan, with the pertinent stage of construction shown as an overlay to accurately reflect Project Site conditions at various phases of construction.

The Contractor must revise and update the SWPPP whenever there is a change in construction operations that may affect the site drainage patterns or discharge of pollutants to surface waters, groundwaters, or a separate municipal storm sewer system.

Any fines, damages, Work delays or other impacts that result from failure of the Contractor or privities or agents of the Contractor to fully comply with the requirements of the General Permit or to fully implement the SWPPP will be solely the responsibility of the Contractor.

The Contractor must keep a copy of the General Permit, together with updates and revisions, at the Project Site and provide copies of the SWPPP at the request of the City.

12.4 Maintaining Traffic and Pedestrian Operations.

The Contractor must conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. Unless otherwise approved by the Construction Manager, all traffic must be permitted to pass through the Work.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Construction Manager, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Special Provisions or approved in writing by the Construction Manager. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

Residents affected by construction must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions for the trench crossings at these points, either by means of backfill or by temporary bridges acceptable to the Construction Manager, so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Construction Manager.

The Contractor must provide multiple, advance written notices of closures to all affected property owners in a form approved by the Construction Manager.

Except as otherwise approved by the Construction Manager, the stockpiling or storing of material in City streets or rights of way shall be prohibited. Where this is unavoidable, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in advance by the Construction Manager, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity. Such remedies include, but are not limited to, termination pursuant to Section 11.

Throughout performance of the Work, the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays and holidays.

The Contractor will be responsible for keeping all emergency services, including the Fort Bragg police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations.

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The Contractor must comply with the State of California, Department of Transportation Manual of warning signs, lights, and devices for use and performance of work within the job site.

The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of his or her responsibility of maintaining traffic through the Project and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force and equipment as may be necessary to keep roads, streets and driveways within the Project open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work, and no additional allowances will be made therefor.

12.5 Public Safety.

The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the Work.

No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Construction Manager.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Construction Manager, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations, and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due to the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Construction Manager.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be

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accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

12.6 Protection of Existing Facilities and Property.

The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

Subject to Section 5 of the General Provisions, the Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. Subject to Section 5 of the General Provisions, no error or omission of utility markouts will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the Work.

The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. Subject to Section 5 of the General Provisions, all underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Construction Manager of any facilities found. If damage should occur to the existing facilities, the utility company and the City must be notified immediately and, subject to Section 5 of the General Provisions, repairs acceptable to the utility company must be made at the Contractor's expense.

The Project Plans show the underground utilities on the site of the construction insofar as they are known to the City. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.

If in the performance of the Work an existing utility is encountered that is not shown on the Project Plans and is not apparent or inferable from visual

inspection of the Project site, the Project Inspector must be notified immediately. The Construction Manager will determine, subject to Section 5 of the General Provisions, whether the Project Plans or Technical Specifications should be modified, or whether the existing utility should be relocated or whether the Contractor must work around the existing utility. Subject to Section 5 of the General Provisions, the Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to CITY OF FORT BRAGG Public Works Standard Specifications and Details under the direction of and subject to the acceptance by the Construction Manager.

Subject to Section 5 of the General Provisions, should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the City may take any actions necessary to protect such facilities from the Contractor's operations. Subject to Section 5 of the General Provisions, the City may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due the Contractor.

12.7 Preconstruction Conference.

A pre-construction conference will be scheduled, at which time the Contractor must present his or her proposed work schedule in accordance with Section 3.8 of the General Provisions, information concerning offsite yards, Subcontractors, location of disposal and stock pile areas, and traffic control plans. All such schedules will be subject to the approval of the Construction Manager and the applicable agencies.

City will schedule and administer intermittent progress meetings throughout duration of work. City will determine the location and time for the meetings.

12.8 Owner Notification.

The Contractor must notify all property owners and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hanger, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur. Notices must be reviewed in advance and approved by the Construction Manager.

12.9 Emergency Service Providers Notifications.

The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must be reported to the City Police Department dispatcher, and updated as required to provide 24-hour phone access.

12.10 Clean up.

Attention is directed to Section 4-1.02 of the Caltrans Standard Specifications, which section is made a part of this Contract.

Before final inspection of the Work, the Contractor must clean the construction site and all ground occupied by him in connection with the Work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the Work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Construction Manager.

12.11 Payment.

Payment for all work and work requirements specified in these Special Provisions shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

12.12 Construction Staking. [Section Removed]

12.13 Materials Testing Allowance. [Section Removed]

12.14 Obstructions.

Attention is directed to Section 15, "Existing Highway Facilities," of the Caltrans Standard Specifications, which section is made a part of this Contract.

Attention is directed to the existence of overhead and underground power, telephone, and television cable poles, underground sewer mains and laterals, underground gas mains, and underground water mains and laterals within the area in which construction is to be performed.

Prior to starting the Work, the Contractor must (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at 811, and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area, and he will be held liable to the owners of such facilities for interference with service resulting from his operations.

12.15 Hours of Work.

Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Zoning Ordinance.

Saturdays, Sundays, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the expressed approval of the Construction Manager. The Contractor shall make a request for approval in writing with the stipulation (implied or expressed) that the Contractor shall pay for all overtime labor charges at the applicable hourly rate of the City or contract employee performing duties of inspector and/or resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the Construction Manager.

12.16 Dust Control.

The Contractor must furnish all labor, equipment, and means required and carry out effective measures wherever and as often as necessary to prevent

its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance. The Contractor will be responsible for any damage resulting from any dust originating from the performance of the Work. The use of water resulting in mud on streets, sidewalks, or driveways, will not be permitted as a substitute for sweeping or other methods of dust control. The Contractor may not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Dust control must conform to the provisions in Sections 10-5, "Dust Control" and Section 18, "Dust Palliatives" of the Caltrans Standard Specifications, which section is made a part of this Contract.

12.17 Water for Construction and Dust Control.

Unless otherwise provided, the Contractor will be responsible for applying to the City's Utility Department to establish utility accounts (at no charge) for all water necessary to perform the Work. The Contractor must comply with all City requirements for construction water, including provision of deposits and provision of backflow prevention devices. In accordance with State law, backflow prevention devices for construction water connections must be re-tested when relocated. The Contractor will be responsible for the cost of any re-testing.

The Contractor is prohibited from operating gate valves, fire hydrants, pumps or any other components of the City water system. The Contractor must contact the City's utilities staff, a minimum of twenty-four (24) hours in advance, to operate these or any other components on the City water system.

12.18 Protection and Restoration of Vegetation.

Trees, lawns, shrubbery and vegetation that are not to be removed must be protected from damage or injury. Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, must be replaced by the Contractor in accordance with the requirements in Section 20-3.01C, "Replacement," of the Caltrans Standard Specifications. Section 20-3.01C of the Caltrans Standard Specifications is made a part of this Contract.

When it is necessary to excavate adjacent to existing trees, shrubs, or hedges, the Contractor must use all possible care to avoid injury to the trees, shrubs, or hedges and their roots. No roots or limbs two inches (2") or larger

City of Fort Bragg
Project No. PWP-00139
Contract, Part 3
Special Provisions

in diameter may be cut without the express approval of the Construction Manager.

All roots two inches (2") in diameter and larger left in place must be wrapped with burlap to prevent scarring or excessive drying. When it is necessary to cut limbs and branches of trees to provide clearance for equipment used in construction, the Contractor must repair the damaged areas by properly painting with an emulsified asphalt type seal. All cuts through 1/2" or larger roots and limbs must be hand trimmed and cleanly cut before being repaired.

12.19 Surplus Material.

All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way, unless the City elects to salvage certain objects that are determined to be of historical interest. The City reserves the right of ownership of all objects that it elects to salvage, and the Contractor must protect such objects from subsequent damage until delivered unto the care of the owner.

12.20 Cultural Resources.

In accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470), the following procedures are implemented to ensure historic preservation and fair compensation to the Contractor for delays attendant to the cultural resources investigation. The Contractor hereby agrees to comply with these procedures.

12.21 Historical Finds.

In the event potential historical, architectural, archeological, or cultural resources (hereinafter called cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures will apply:

1. The Contractor must immediately notify the Construction Manager and stop any Work that may jeopardize the find pending an investigation of its significance;
2. The Construction Manager will select a qualified archeologist (such as through the Northwest Information Center at Sonoma State University or other official contact) and wait for an archaeologist to complete an evaluation of significance before continuing Work in that area.
3. The Construction Manager will supply the Contractor with a "Stop Work Order" directing the Contractor to cease all portions of the Work that

City of Fort Bragg
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the Construction Manager determines may impact the find. The “Stop Work Order” will be effective until a qualified archaeologist assesses the value of the potential cultural resources. The “Stop Work Order” will contain the following:

- a. A clear description of the Work to be suspended;
 - b. Any instructions regarding issuance of further orders by the Contractor for materials services;
 - c. Guidance as to action to be taken regarding Subcontractors;
 - d. Any direction to the Contractor to minimize costs; and
 - e. Estimated duration of the temporary suspension.
4. If the archaeologist determines the potential find is a bona fide cultural resource, the Construction Manager may extend the duration of the “Stop Work Order” in writing, and if so the “Stop Work Order” will remain in effect and Work subject to the “Stop Work Order” may not resume until authorized by the Construction Manager.

12.22 Cultural Resources Defined.

Possible indicators that a cultural resource has been found include, but are not limited to the following:

1. Prehistoric-era archaeological site indicators: obsidian tools, tool manufacture waste flakes, grinding and other implements, dwelling sites, animal or human bones, fossils, and/or locally darkened soil containing dietary debris such as bone fragments and shellfish remains;
2. Historic-era site indicators: ceramic, glass, and/or metal.

12.23 Construction Manager’s Discretion.

Once possible cultural resources are found at the Work site, the Construction Manager may use discretion to continue the Work, regardless of the cultural resource find, if the Construction Manager determines that there are overriding considerations such as the instability of the excavation site, the existence of adverse weather or other conditions that would preclude leaving the site exposed, or if the site would be unsafe to workers who would retrieve cultural resource items from therein.

CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONSTRUCTION PERFORMANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

THIS CONSTRUCTION PERFORMANCE BOND (Bond), dated _____, is in the amount of **One Hundred One Thousand One Hundred Seventy Four Dollars** (\$101,174.00) (Penal Sum), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to Redwood Roofers (Contractor),

_____ (Surety), City of Fort Bragg (City), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name of Contractor

Name of Surety

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

Agreement for the *City Hall Roof Replacement* (Project) located at 416 N. Franklin St. Fort Bragg, Ca 95437 (Address), California, dated _____, in the amount of **One Hundred One Thousand One Hundred Seventy Four Dollars** (\$101,174.00).

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

City of Fort Bragg
Project No. PWP-00139
Construction Performance Bond

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City provides Surety with written notice that City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without City's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to City for a contract for performance and completion of the Construction Contract and, upon determination by City of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by City and the contractor or Contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety

City of Fort Bragg
Project No. PWP-00139
Construction Performance Bond

equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with City, determine in good faith its monetary obligation to City under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this Paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by City and Surety at the time of tender. If City disputes the amount of Surety's tender under this Paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.
5. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
 - 6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;
 - 6.2 Contractor's obligations to pay liquidated damages; and
 - 6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes City to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which City is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.2, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any City action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any City action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an City Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the Superior Court of the County of Mendocino, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from City to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by

City of Fort Bragg
Project No. PWP-00139
Construction Performance Bond

Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.

14.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

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CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01 WHEREAS, the City of Fort Bragg, 416 N. Franklin Street, Fort Bragg, California 95437 (City) has awarded a Contract to Redwood Roofers as Principal, dated the _____ day of _____, **2024** (the Contract), titled THE City Hall Roof Replacement PROJECT in the amount of **One Hundred One Thousand One Hundred Seventy Four Dollars** (\$101,174.00), which Contract is by this reference made a part hereof, for the work of the following Contract:
Contract between City of Fort Bragg and Redwood Roofers for the City Hall Roof Replacement Project, City Project No. PWP-00139
- 1.02 WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- 1.03 NOW, THEREFORE, we, the undersigned Principal and _____, as Surety, are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE **One Hundred One Thousand One Hundred Seventy Four Dollars** (\$101,174.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond,

City of Fort Bragg
Project No.PWP-00139
Construction Labor & Material Payment Bond

plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

- 1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.
- 1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____day of _____, _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

City of Fort Bragg
Project No.PWP-00139
Construction Labor & Material Payment Bond

FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

MAINTENANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to Redwood Roofers, (designated as the "PRINCIPAL") a contract for the City Hall Roof Replacement Project, Project No. PWP-00139, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the CITY OF FORT BRAGG, (designated as the "OBLIGEE"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this ____ day of _____, _____ the name and corporate seals

City of Fort Bragg
Project No. PWP-00139
Construction Labor & Material Payment Bond

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL

By: _____

(Acknowledgement)

Title:

(Corporate Seal)

SURETY

By: _____

(Attorney-in-fact)

(Acknowledgement)

Title:

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

END OF DOCUMENT

**REDWOOD ROOFERS**

CONTRACTOR'S LICENSE NUMBER 957548

9 May 2024

Roofing Bid: City Of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

Site Location: Same As Above

Work Description: Upper Roof

1. Remove existing one (1) layer modified bitumen, underlayment, and flashing.
2. Apply 1 layer of modified bitumen over an underlayment of fiberglass G-2 base sheet fastened with a metal square headed simplex nails as per manufacturer's specifications. Modified bitumen layer to be granulated, additional layer of modified bitumen available upon request.
3. Modified bitumen layers to be coved up walls, over the top of wall and down the front side approximately 3" on front facing side.
4. Installation of custom fabricated stainless-steel wall cap, and corners.
5. Brick Chimney(s)
 - a. Remove existing flashing.
 - b. Wrap layer(s) of modified bitumen up chimney chase.
 - c. Install saddle and step flashing.
 - d. Cut a kerf into stonework and install a counter flashing into kerf. Corners to be soldered. All flashing to be 16oz copper.
6. Detail around all roofing protrusions with layer(s) of modified bitumen.
7. Fabricate two (2) custom platforms for the roof vents.
8. Fabricate three (3) custom platforms for the turbine vent jacks turbine jacks to be replaced with three (3) Lomanco™ 12" black aluminum internally braced whirlybird wind turbine jack.
9. Installation of custom curb flashing for turbine jack.
10. Remove all debris created in the roofing process to the county landfill.
11. Obtain a county building permit.

Cost of Labor & Materials: \$101,174.00



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

Payment: 10% or \$1,000 (whichever is less) will be due upon the signing of the contract. Half of the total contract will be due upon the commencement of the work, and the balance will be due in full within 5 days from the completion of the work.

Payment Terms: Late fees past 30 days will be charged 1.5% per month. Customer shall pay all costs of collection, including without limitations, reasonable attorney's fees. In addition to any other right or remedy provided by law, if customer fails to pay for the services when due as listed above, Redwood Roofers has the option to treat such failure to pay as a materials breach of this Contract, and may cancel this Contract and/or seek legal remedies.

DISCLAIMERS

Any labor or materials not covered by this bid yet found to be necessary to perform the contracted work will be done on a time and materials basis, subject to the owner's approval. Bid does not include any structural or rot repairs; any necessary carpentry to be done on a T&M basis subject to owner's approval. Bid Includes removal of 1 layer of roofing unless otherwise stated. If additional layers of roofing are found, they will be removed on a T&M basis. Bid does not include plywood unless otherwise stated, if plywood does not exist, it will be required and will be installed on a T&M basis. Bid does not include any skylights or necessary interior skylight work unless otherwise stated; a bid for interior finish carpentry can be provided upon request. Redwood Roofers shall not be held responsible for "popped nails" or plaster/siding damage resulting from any roofing work, dust, dirt or debris in attic, minor damage to shrubs, driveways, walkways or patios. The contract price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices from available material suppliers. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation. Redwood Roofers maintains, at all times, General Liability Insurance with a \$2,000,000.00 limit of liability and Workers Compensation Insurance. Upon Request, we shall furnish a



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

certificate of insurance as proof of this coverage. Redwood roofers will arrange for the final roofing inspection. The smoke detector affidavit is the sole responsibility of the property owner. All work will be done to the uniform building code standards or better. All work will be done on a timely basis. The cost of this bid is current for 30 days.

WAIVER OF CONTRACTUAL RIGHT: THE FAILURE OF EITHER PARTY TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL NOT BE CONSTRUED AS A WAIVER OR LIMITATION OF THAT PARTY'S RIGHT TO SUBSEQUENTLY ENFORCE AND COMPEL STRICT COMPLIANCE WITH EVERY PROVISION OF THIS CONTRACT.

**BONDED AND FULLY INSURED
ESTABLISHED IN 1972**

I have read, understand, and agree to the terms of this bid:

Signature

(Print)

Date

Dakota Murray
General Manager

EXHIBIT B

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 24-772

Agenda Date: 5/28/2024

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8D.

Receive Report and Consider Adoption of City Council Resolution Approving Professional Service Agreement with Palni, Inc. for Broadband Engineering and Design Services, Assistance with Associated Project Management, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$24,052.00; Account No. 329-6134-0630)



AGENCY:	City Council
MEETING DATE:	May 28, 2024
DEPARTMENT:	Public Works
PRESENTED BY:	S McCormick
EMAIL ADDRESS:	smccormick@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Palni, Inc. for Broadband Engineering and Design Services, Assistance with Associated Project Management, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$24,052.00; Account No. 329-6134-0630)

BACKGROUND:

On December 15, 2022, the City received two (2) timely proposals from qualified firms interested in contracting with the City of Fort Bragg to finalize network design, complete construction documents, and inform the business model to deploy city-wide municipal broadband infrastructure. Staff reviewed the proposals and recommended Palni, Inc. to assist the City with this project. Council awarded Palni, Inc. the contract by Resolution No. 4684-2023 on April 24, 2023.

ISSUE:

Change orders over 10% of the original contract amount require approval by the City Council per Fort Bragg Municipal Code §3.20.050 & §3.20.060.

ANALYSIS:

Palni, Inc. has been working closely with staff to bring the high-level design and cost estimates of the 2021 Fort Bragg Digital Infrastructure Plan to project level detail. The initial step included completing a field survey utilizing Katapult, which involved a 2-man field crew to ensure efficiency, productivity, safety, and less errors. The field team walked past every premise to capture GIS coordinates of proposed equipment locations and images with topography, which was shared with the design team in real time.

This data informed the Outside Plant (OSP) design and computer-aided design (CAD) drafting to create construction level drawings. The team also developed Traffic Control Plans (TCP) and a permit schedule and tracking system to avoid construction delays. Additionally, the Palni Project Manager is completing the electronics design for end user's service, as well as placement of huts, location of passive cabinets serving the distribution areas, conduit/fiber sizes, backhaul circuits, and core electronics for upstream communications. Network architecture includes connection up to and including the home/business.

Palni is also providing assistance with business modeling, including a 10-year proforma in a spreadsheet format with project revenues and expenses adjusted for churn and take rate assumptions. This proforma financial information has been used to inform the financing strategy and several grant applications.

When the cost of California's 10,000 miles of middle-mile network experienced budget constraints, and the segment going through Fort Bragg was removed, the City stepped up and offered to partner with the California Department of Technology (CDT) to ensure our community would not miss out on this historic investment to close the digital divide. This created an opportunity to co-locate City conduit with the State's network as a joint design/build - CDT taking the lead, and Caltrans overseeing the construction effort. It also created additional design work for the Palni Team, which necessitates the requested change order.

Unfortunately, the original contract has expired, so rather than present Council with a Change Order a new agreement will need to be executed to reflect the additional expense for services related to the joint design/build with CDT.

GENERAL PROJECT UPDATE:

The California Department of Technology (CDT) is proud of the partnership with the City of Fort Bragg to deploy the middle mile segment aimed to connect the City's last-mile project. It has been stated numerous times that the City of Fort Bragg is forward thinking in our effort to create a broadband utility and it is clear folks want to support our efforts. Fort Bragg has been highlighted at regular meetings of the Middle-Mile Advisory Committee, and a production team will be coming soon to interview Councilmembers, business owners, and community members about the importance of the Broadband for All initiative.

The City's ability to deploy a citywide, underground, fiber-to-the-premise (FTTP) digital network is dependent on receiving grant funds through the California Public Utility Commission (CPUC) Last Mile Federal Funding Account (FFA). Given that, the FFA program is oversubscribed and it is unknown whether the City will be awarded funding, CDT is not requiring the City to enter into contract for our fair share of middle-mile infrastructure at this time. If the City were awarded FFA funding, the joint design/build contract would be executed.

Creating a public broadband utility would allow the City to provide reliable connectivity at genuinely affordable rates. It will also support a local workforce to provide excellent customer service, and offer opportunities to expand our community's digital literacy to take advantage of tele-health, education and business opportunities. Reliable and affordable broadband supports the future health, safety and prosperity of our community. When this project is completed, nearly 3,100 residences and 900 businesses will have access to gigabit speeds. A public utility for the public benefit.

FISCAL IMPACT:

The entirety of this contract would be covered by grant funds provided by California Public Utility Commission's Local Agency Technical Assistance (LATA) Program.

ENVIRONMENTAL IMPACT:

There is little environmental impact associated with the design, business modeling and financing strategy to deploy a municipal broadband network.

CONSISTENCY:

During the FY 2021/22 mid-year budget work session, City Council identified reliable and affordable broadband as the top priority in order to support economic development initiatives:

Goal: Foster and help sustain local businesses through public private partnerships; overcome barriers to industry such as broadband, housing and transportation; work with West Company and EDFC; and support business that “keep money here.”

Goal: Emphasize Grants for the City by focusing CDBG funds on City infrastructure projects. Actively pursue all grant and other funding options and possibilities.

RECOMMENDED ACTION:

Approve Professional Services Agreement with Palni, Inc. for Engineering and Design Services Related to Municipal Broadband Infrastructure, Assistance with Associated Project Management, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$24,052.00; Account No. 329-6134-0630)

IMPLEMENTATION/ TIMEFRAMES

Original Contract Awarded: March 2023

Project Completion Date: December 2024

ATTACHMENTS:

1. Resolution 4682-2023
2. Resolution ____-2024
3. Professional Service Agreement
4. Exhibit A

NOTIFICATION:

Palni, Inc.

RESOLUTION NO. 4684-2023

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
PALNI, INC FOR ENGINEERING AND DESIGN SERVICES
RELATED TO MUNICIPAL BROADBAND INFRASTRUCTURE,
TECHNICAL ASSISTANCE AND ASSOCIATED PROJECT MANAGEMENT,
APPROVING BUDGET AMENDMENT 2022-18 AND AUTHORIZING CITY
MANAGER TO EXECUTE CONTRACT
(AMOUNT NOT TO EXCEED \$335,800.00; ACCOUNT NO. 426-4875-0310).**

WHEREAS, the City has been awarded \$479,529.00 in grant funding from the California Public Utilities Commission (CPUC) through the Local Agency Technical Assistance (LATA) grant program; and

WHEREAS, the City requested these grant funds to complete pre-construction planning work associated with deployment of a municipal broadband utility serving residents, businesses, and visitors of the City of Fort Bragg; and

WHEREAS, the City circulated a Request for Proposals from qualified firms interested in contracting with the City to assist with this project; and

WHEREAS, on December 15, 2022, the City timely received two proposals from qualified firms; and

WHEREAS, Palni, Inc. was selected as the most suitable firm to assist the City and a Professional Services Agreement (“Contract”) between the City and Palni, Inc. should be entered into, including the scope of work as Exhibit A to the Contract; and

WHEREAS, per the Fort Bragg Municipal Code Section 3.20.040, decisions to award contracts in an amount greater than \$25,000 shall be made by Council resolution; and

WHEREAS, based on all evidence presented the City Council finds as follows:

1. Palni, Inc. proposal meets the requirements of the City’s request for proposals.
2. Palni, Inc. has the expertise necessary to complete the proposed activities.
3. LATA grant program funding will cover all costs associated with proposed contract.
4. The adjustments to the FY 2022-23 budget have been identified, as shown in Attachment 4.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby approve a Professional Services Agreement with Palni, Inc. for engineering and design services, as well as associated project management related to planning efforts to deploy a municipal broadband utility, amend the previously adopted FY 2022-23 Budget to incorporate the changes enumerated in Attachment 4, Budget Amendment 2022-18 and authorizes the City Manager to execute contract (amount not to exceed \$335,800.00; Account No. 426-4875-0310).

The above and foregoing Resolution was introduced by Councilmember Peters, seconded by Councilmember Godeke, and passed and adopted at a regular meeting of

the City Council of the City of Fort Bragg held on the 24th day of April 2023, by the following vote:

AYES: Councilmembers Albin-Smith, Godeke, Rafanan and Mayor Norvell.
NOES: None.
ABSENT: None.
ABSTAIN: Councilmember Peters.
RECUSED: None.



BERNIE NORVELL
Mayor

ATTEST:



June Lemos, MMC
City Clerk

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH PALNI, INC
FOR BROADBAND ENGINEERING AND DESIGN SERVICES, AND
ASSOCIATED PROJECT MANAGEMENT, AND AUTHORIZING CITY
MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED
\$24,052.00; ACCOUNT NO. 329-6134-0630).**

WHEREAS, the City has been awarded \$479,529.00 in grant funding from the California Public Utilities Commission (CPUC) through the Local Agency Technical Assistance (LATA) grant program; and

WHEREAS, the City requested these grant funds to complete pre-construction planning work associated with deployment of a municipal broadband utility serving residents, businesses, and visitors of the City of Fort Bragg; and

WHEREAS, the City circulated a Request for Proposals from qualified firms interested in contracting with the City to assist with this project; and

WHEREAS, on December 15, 2022, the City timely received two proposals from qualified firms; and

WHEREAS, Council approved Resolution 4684-2023 selecting Palni, Inc. as the most suitable firm to contract with the City for planning work related to establishing a municipal broadband utility; and

WHEREAS, the Middle Mile Joint Design/Build with California Department of Technology has created additional workload not considered in the original budget; and

WHEREAS, the original contract inadvertently expired and a new contract is necessary to increase the contract amount for Middle Mile Joint Design/Build expenses; and

WHEREAS, per the Fort Bragg Municipal Code Section 3.20.050, the City Manager's signing authority for change orders may not exceed 10% of the approved contract amount; and

WHEREAS, based on all evidence presented the City Council finds as follows:

1. Palni, Inc. proposal meets the requirements of the City's request for proposals.
2. Palni, Inc. has the expertise necessary to complete the proposed activities.
3. LATA grant program funding will cover all costs associated with proposed contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby approve a Professional Service Agreement with Palni, Inc. for engineering and design services, as well as associated project management related to planning efforts to deploy a municipal broadband utility, and authorizes the City Manager to execute contract (amount not to exceed \$24,052.00; Account No. 329-6134-0630).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of

the City Council of the City of Fort Bragg held on the 28th day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Diane Sanchez
City Clerk

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH PALNI, INC**

THIS AGREEMENT is made and entered into this ___ day of May, 2024 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and PALNI, INC., an Illinois company, 109 S Rosedale Road, Suite 201, Schaumburg, IL 60193 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering and design services to deploy municipal broadband infrastructure, technical assistance and associated project management, as more fully described herein; and

B. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

C. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

E. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

F. WHEREAS, the legislative body of the City on April 24, 2023 by Resolution No. 4682-2023 authorized execution of an Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law; and

G. WHEREAS, the original Agreement inadvertently expired and the legislative body of the City on May 28, 2024 by Resolution No. _____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect

Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this

Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant's total compensation shall not exceed Twenty Four Thousand Fifty Two Dollars (\$24,052.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by December 31, 2024. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on December 31, 2024 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;

- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the

required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who

shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be the City's Special Projects Manager Sarah McCormick. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates Mitch Drake as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
Laki Sundaram,
Palni, Inc.
109 S Rosedale Road, Suite 201
Schaumburg, IL 60193
Tel: 469-712-4178

IF TO CITY:
City Clerk
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 965437
Tel: 707-961-2823

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render

any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____

Isaac Whippy

Its: City Manager

By: _____

Laki Sundaram

Its: Chief Operating Officer

ATTEST:

By: _____

Diane Sanchez

City Clerk

APPROVED AS TO FORM:

By: _____

Baron Bettenhausen

City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL
(Scope of Work, Fee Schedule and Time Table)

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

A. Scope of Work

1. Low-Level Design (OSP Turn-key Design)

- **Fielding:** Complete field survey utilizing Katapult. Each field team is comprised of a 2-man crew to ensure efficiency, productivity, safety, and less errors. GIS data is uploaded and shared with the design team in real time which contributing an additional level of QC to make sure all field data is captured. Katapult is also used to capture pictures and GPS coordinates of proposed equipment locations which provides a current image of the area topography of the site, and potential obstacles. Palni field team will adhere to all city safety policies while conducting fielding work.
- **Design:**
 - a. Provide Outside Plant (OSP) design and computer-aided design (CAD) drafting to create construction and permit drawings using design guidelines, material preferences, construction guidelines, agency needs and guidelines, field data, local GIS information, etc.
- **Permits:**
 - a. Develop a permit schedule and tracking system to identify permits with the longest processing time in order to avoid construction delays. Local entitlements and associated environmental review are responsibility of the city.
- **Traffic Control Plans (TCP):**
 - a. Submit TCPs for various areas and agencies according to the approving agency procedures.
- **Activities/Outcomes:** See Appendix A for complete list of activities and outcomes.
- **Assumptions:** Design shall be completed in AutoCAD/CAD. A PDF version of those drawings will be submitted. OSP conduit and fiber to be 100% underground.

2. Project Management

- A. Palni Project Manager (PM) will serve as liaison between Palni and the City. PM will manage all tasks, associated timelines, milestones, and provide monthly updates on the items listed in Statement of Work outlined in the City's request for proposals. The PM will work closely with Palni engineering staff to ensure the project stays on schedule and milestones are completed on-time. PM will also coordinate and manage communications with the city, including end of month status updates via video conference. Palni will notify City staff in advance of site visits, as well as check-in with city once on-site, and check-out when work is completed.

Staff assistance will be required from the following departments:

- Special Projects Manager – General direction, coordination, and collaboration.
- Grant Coordinator – Process invoices and provide guidance on grant opportunities.
- Finance Director – Assist with Business Model and Financing Strategy.

- Public Works Engineering – Provide available GIS data, assist with equipment locations, and review TCP.
- Contract Planner – Entitlements and environmental review
- IT System Lead – Review draft plans and provide input.

B. Activities/Outcomes:

- Monthly team updates and revised schedule.
- Monthly Invoice with Brief Narrative.
- Weekly Call with Project Manager to review milestones.
- PM will coordinate activities between the city and Palni.
- Will ensure network encompasses everything in RFP SOW
- Manage all Change in Plan (CIP) document.
- Ensure Work Plan and Milestones are met, see Figure 1 below.

C. Assumptions:

- Assumes a total of 6ea., 1-hour virtual meetings (May – September).

3. **Electronics Design**

A. The XGSPON network architecture will identify electronics for end-user's service, as well as placement of huts, location of passive cabinets serving the distribution areas, conduit/fiber sizes, backhaul circuits, and core electronics for upstream communications. Network architecture will include connection up to and including the home/business, as well as the internet service provider (ISP) interconnection with MCN.

B. Palni will create vendor RFPs to solicit competitive bids against the Bill of Materials created from architecture from the results of this SOW. (XGS 10G PON solution).

C. Activities/Outcomes:

- Draft and Final Network Architecture
- Bill of Materials for all electronics and passive network equipment
- Create Request for Proposal from two vendors.

D. Assumptions:

- Network to be designed as a XGSPON network.
- Network to be designed with MCN as the service provider.
- MCN is responsible for all Internet backhaul requirements.
- Project materials will be reviewed and approved before after design starts.
- Bill of Materials shall be provided in an Excel format.

4. **Construction RFP Preparation**

A. Palni will provide a draft of a Construction RFP that includes details necessary for a contractor to bid the project. Information will include, but not be limited to drawings, BOM's, construction guidelines, footages, TCP, defined distribution areas, and timelines.

B. Palni is available to address plan revisions and work with construction crews if a new solution is required, provided project begins upon approval of financing/grant, and is

within 6 months following acceptance of this SOW. If revisions are required, Palni team will provide expertise and recommendations to identify and support proposed construction.

C. Activities/Outcomes:

- List of Potential Contractors

D. Assumptions:

- City Preferred Format for Bid Ready Construction Packet

5. **Business Modeling**

A. Palni will provide pro-forma financial information in a spreadsheet format. The pro-forma that includes, but is not limited to, projected revenues and expenses adjusted for churn, take rate assumptions, expense savings associated with providing services to the city.

B. Pro-forma financial information will provide a clear view of the revenues and costs associated with operating a network, which will then inform financing strategy.

C. Activities/Outcomes:

- Development Pro-forma

D. Assumptions:

- MCN to serve as ISP

6. **Technical Assistance**

A. Palni team is available to remotely attend pre-proposal meeting with interested contractors and to respond to Requests for Information during the proposal process.

B. If revisions are required, construction team will provide expertise and recommendations to identify and support design/engineering solution.

C. Palni PM will provide input and support to the city team developing financing strategy.

D. Palni PM will provide input and support to City team developing grant applications for implementing project.

E. Activities/Outcomes:

- Attend Business Planning and Financing Strategy Meetings
- Provide grant writing support in terms of narrative related to technical aspects of project and peer review for consistency.
-

7. **Project Administration**

A. All project data including, but not limited to: field data, design drawings, permit application, permit drawings, schedules, and potential change orders will be retained on a Palni internal server for 2 years after the completion of the project.

B. Communications with City staff, City Council, and the public:

- Communications will be managed by a single point of contact (SPOC): Palni Project Manager, Mitch Drake. The PM will serve as liaison between Palni and City staff. This SPOC approach provides for communications to be focused and documented. The following table represents key communications requirements, staff names and contacts, and method of communications.

Table 1 – Communications Matrix

<u>Audience</u>	<u>Key Message</u>	<u>Channels</u>	<u>Date/Time</u>	<u>Owner</u>
Broadband Project Team	Project Updates, Public Notifications	Email, Video Conference	Monthly – last working day	Palni PM
Special Projects Manager	Keep Informed and Collaborate	Email, Telephone, Video Conference	As needed	Palni PM
Grants Coordinator	Billing	Email, US Postal Service	Monthly	Palni PM
Public Works/Engineering	Keep Informed, TCPs, Easements ROW's	Email, Telephone, Video Conference	As Needed	Palni PM, Engineers
Finance	Business Plan, pro-forma questions	Email, Telephone, Video Conference	As Needed	Palni PM
Planning Consultant	Entitlements and Environmental Review	Email, Telephone, Video Conference	As Needed	Palni PM

A. Assumptions:

- Use of City Zoom account for virtual meetings



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 24-773

Agenda Date: 5/28/2024

Version: 1

Status: Closed Session

In Control: City Council

File Type: Staff Report

Agenda Number: 9A.

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Isaac Whippy, City Manager; Employee Organizations: Fort Bragg Police Association