



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**

Monday, December 13, 2021

6:00 PM

Via Video Conference

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PLEASE TAKE NOTICE

Due to state and county health orders and to minimize the spread of COVID-19, City Councilmembers and staff will be participating in this meeting via video conference. The Governor's executive Orders N-25-20, N-29-20, and N-15-21 suspend certain requirements of the Brown Act and allow the meeting to be held virtually.

The meeting will be live-streamed on the City's website at <https://city.fortbragg.com/> and on Channel 3. Public Comment regarding matters on the agenda may be made by joining the Zoom video conference and using the Raise Hand feature when the Mayor or Acting Mayor calls for public comment. Any written public comments received after agenda publication will be forwarded to the Councilmembers as soon as possible after receipt and will be available for inspection at City Hall, 416 N. Franklin Street, Fort Bragg, California, 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 those written 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 June Lemos at jlemos@fortbragg.com.

ZOOM WEBINAR INVITATION

*You are invited to a Zoom webinar.
When: Dec 13, 2021 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/86852628238>
Or Telephone: +1 720 707 2699 or +1 253 215 8782 (*6 mute/unmute; *9 raise hand)
Webinar ID: 868 5262 8238*

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.

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [21-592](#) Receive Presentation from Mendocino Coast Humane Society Executive Director Judy Howard

Attachments: [Mendocino Coast Humane Society](#)

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.

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. [21-619](#) Adopt City Council Resolution Appointing Assistant Finance Director Isaac Whippy as City Treasurer

Attachments: [RESO Appoint Whippy Treasurer](#)

- 5B. [21-620](#) Adopt City Council Resolution Ratifying and Authorizing the City Manager's Purchase of Network Security Consulting Services and Software in the Amount of \$45,850 and Approving Budget Amendment 2022-16 in the Same Amount

Attachments: [RESO Emergency Purchase Amendment 2022-16](#)

- 5C. [21-635](#) Adopt City Council Resolution Appointing Director to Represent and Vote on Behalf of the City of Fort Bragg on the California Intergovernmental Risk Authority Board of Directors

Attachments: [RESO CIRA Representatives](#)

- 5D. [21-636](#) Adopt City Council Resolution Appointing Director and Alternative Director to

Represent and Vote on Behalf of the City of Fort Bragg on the Redwood Empire Municipal Insurance Fund (REMIF) Board of Directors

Attachments: [RESO REMIF Representatives](#)

- 5E. [21-639](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

Attachments: [RESO Declaring Continuing Local Emergency](#)

- 5F. [21-640](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

Attachments: [RESO Authorize Continuing Remote Meetings](#)

- 5G. [21-642](#) Adopt City Council Resolution Extending the Temporary Waiver of the Parking In-lieu Fee for Changes of Use in the Central Business District

Attachments: [RESO Waive Parking in-lieu](#)

- 5H. [21-643](#) Adopt City Council Resolution to Apply for \$177,952 from the California State Parks Per Capita Grant Program for Improvements to City Parks and Recreation Facilities

Attachments: [RESO Per Capita Grant Funds](#)

- 5I. [21-648](#) Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget Amendment 2022-15 to the Fiscal Year 2021-2022 Budget

Attachments: [RESO Budget Amendment 2022-15](#)

[Exhibit A Budget Amendment 2022-15](#)

- 5J. [21-613](#) Approve Minutes of Special Meeting of November 19, 2021

Attachments: [CCM2021-11-19 Special](#)

- 5K. [21-616](#) Approve Minutes of November 22, 2021

Attachments: [CCM2021-11-22](#)

- 5L. [21-644](#) Approve Minutes of Special Closed Session of December 6, 2021

Attachments: [CCM2021-12-06 Special Closed](#)

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.

- 7A. [21-614](#) Receive Report, Conduct Public Hearing, and Consider Adoption of Resolution Approving an Underground District for properties located on Chestnut Street between South Main Street and Ebbing Way to Remove Poles, Overhead

Wires, and Associated Overhead Structures and Replace with Underground Wires and Facilities for Supplying Electric, Communication, and Other Similar Associated Services

Attachments: [12132021 Establish Underground District](#)
[Att 1 - Electric Rule 20 Guidance](#)
[Att 2 - District Map of Affected Parcels](#)
[Att 3 - RESO PH RULE 20 Dist No. 6](#)
[Att 4 - Rule 20 Chestnut Map Phases](#)
[Att 5 - 12132021 PH Notice - Underground Dist](#)
[Att 6 - FBMC 12.08 Underground Utility District](#)
[Underground District No 6 Presentation](#)
[Public Comments 7A](#)

8. CONDUCT OF BUSINESS

- 8A. [21-634](#)** Receive Report and Provide Direction to Staff on Comprehensive Updates to Commercial Cannabis Policy

Attachments: [12132021 Comprehensive Cannabis Policy](#)
[Att 1 - Chapter 9.30 Draft Updates](#)
[Att 2 - Draft Updates to Title 18 Chapter 2](#)
[Att 3 - Draft Updates to Title 18 Chapter 4](#)
[Att 4 - Suggested Language from GGU Cannabis Clinic](#)
[Comprehensive update 12.13.2021](#)
[Public Comment 8A](#)

- 8B. [21-615](#)** Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with R.E.Y. Engineers Inc. to Provide Design and Engineering Services for the 2022 Streets Rehab Project, City Project No. PWP-00120, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$175,000; Account No.421-4870-0731)

Attachments: [12132021 Design Engineering 2022 Streets Report](#)
[Att 1 - RESO 2022 Street Project Design](#)
[Att 2 - Scope of Work Pope Engineering](#)
[Att 3 - Scope of Work R.E.Y. Engineers](#)
[Att 4 - R.E.Y. Engineers Street Rehab Contract](#)

- 8C. [21-617](#)** Receive Report and Consider Adoption of Fort Bragg Municipal Improvement District No. 1 Resolution Accepting the Bid of Nor-Cal Pipeline Services as the Lowest Responsive Bid, Awarding the 2021 Cure-In-Place Pipe (CIPP) Project, City Project No. WWP-00023 to Nor-Cal Pipeline Services; Authorizing the District Manager to Execute Contract (Amount Not to Exceed \$192,050.00; Account No. 716-7004-0731); and Approving Budget Amendment No. 2022-14

- Attachments:** [12132021 Staff Report](#)
[Att 1 - RESO Bid Award](#)
[Att 1a - RESO Ex A - Budget Amd 2022-14](#)
[Att 2 - Bid Opening Results](#)
[Att 3 - 2021 CIPP Project Contract - Nor-Cal Pipeline](#)
[Att 4 - Notice of Award](#)

9. CLOSED SESSION

- 9A. [21-645](#) CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Tabatha Miller, City Manager; Employee Organization: Fort Bragg Employee Organization

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, DECEMBER 27, 2021**

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 December 9, 2021.

 June Lemos, MMC
 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

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Text File

File Number: 21-592

Agenda Date: 12/13/2021

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Report

Agenda Number: 1A.

Receive Presentation from Mendocino Coast Humane Society Executive Director Judy Howard

Mendocino Coast Humane Society



Saving Lives* Serving Community

mendocinohumane.org

About Our Shelter



Mission Statement

**is to contribute to a better life
for animals and to inspire public
awareness of animal's needs**

mendocinohumane.org

We provide shelter and care



mendocinohumane.org

- For all dogs and cats impounded by FBPD
- For dogs and cats (and sometimes rabbits and turtles) found by Fort Bragg residents
- For dogs and cats surrendered or found in surrounding county locations
- When space is available, we will take animals from high kill shelters



Other services

City dog licensing

**We issue yearly dog licenses for city residents.
\$20–altered dogs
\$55–unaltered**

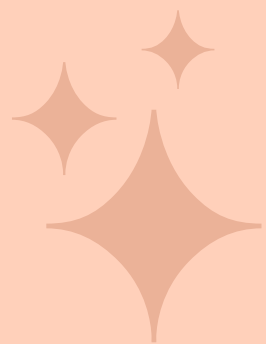
Veterinary services

Operate an on-site veterinary clinic offering low cost spay/neuter and other various medical procedures to those in need

low cost vaccinations

Our clinic offers \$20 vaccine visits 5 days/wk by appointment

mendocinohumane.org



BORROW-A-BUDDY

Fieldtrips with adoptable shelter dogs



Our program enables you to take an adoptable dog on a fun local field trip away from the adoption center.

*Give a deserving pup love, exercise, and exposure to potential adopters.

*Gain a fun-loving buddy for the day... and possibly longer if you fall in love!



We provide everything you need

- collar & leash
- waste bags
- treats
- water & dish
- towels
- adoption vest
- Happy shelter dog

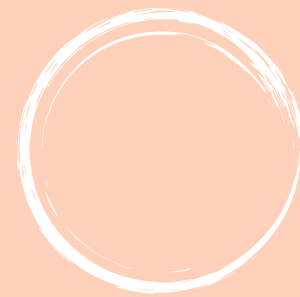
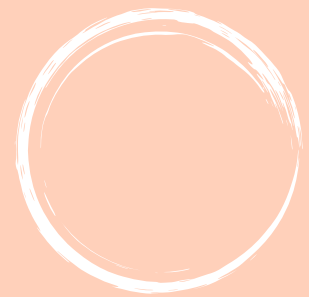


Available 7 days a week from 9-4



MCHS Animal Statistics

Fiscal Year 2020-2021



FISCAL YEAR ANIMAL COUNTS 2020 - 2021

INS

FROM PUBLIC	DOGS	CATS
Healthy	65	90
Treatable	48	82
Managable	18	5
Unhealthy	3	16
TOTAL	134	193

Total 327

RETURNS		
H	11	14
T	0	0
M	1	1
U	0	0
TOTAL	12	15

Total 27

CITY TRANSFER		
H	40	5
T	0	5
M	2	0
U	1	1
TOTAL	43	11

Total 54

COUNTY TRANS		
H	17	57
T	18	6
M	0	0
U	1	0
TOTAL	36	63

Total 99

OUT COUNTY TRANS		
H	17	13
T	4	15
M	0	0
U	0	0
TOTAL	21	28

Total 49

ORE U **	40	25
TOTAL	286	335

Total 65

LESS ORE**	40	25
ADJ TOTAL	246	310

Total 556

OUTS

ADOPTIONS	DOGS	CATS
H	74	171
T	54	78
M	13	4
U	1	0
TOTAL	142	253

Total 395

CITY TRANS		
H	0	0
T	0	0
M	0	0
U	0	0
TOTAL	0	0

COUNTY TRANS		
H	1	0
T	0	1
M	0	0
U	1	0
TOTAL	2	1

Total 3

OUT COUNTY TRANS		
H	0	0
T	0	0
M	0	0
U	0	0
TOTAL	0	0

RTO**	86	3
EUTH**	45	39
LESS ORE	40	25
ADJ EUTH	5	14
DIED	1	5
LOST	0	2
TOTAL OUT	236	278

Total 89

Total 65

Total 19

Total 65

Total 2

Total 514

other adopt

Turtle

Rabbit

**Owner Request Euthanasia Unhealthy

**Less Owner Request Euthanasia

DOGS **CATS**

** Owner Request Euthanasia (Less ORE)

**Return To Owner (RTO)

**Total Euthansias less Public

BEG COUNT	13	13
ADJ TOTAL INS	246	310
TOTAL OUTS	236	278
END COUNT	23	45

MCHS SPAY/NEUTER STATISTICS 2020 - 2021

PUBLIC		SHELTER		TOTALS	
DOG - S	134	DOG - S	32	DOG - S	166
DOG - N	120	DOG - N	20	DOG - N	140
PUPPY - S	0	PUPPY - S	27	PUPPY - S	27
PUPPY - N	0	PUPPY - N	20	PUPPY - N	20
CAT - S	209	CAT - S	49	CAT - S	258
CAT - N	153	CAT - N	48	CAT - N	201
KITTEN - S	4	KITTEN - S	35	KITTEN - S	39
KITTEN - N	3	KITTEN - N	54	KITTEN - N	57
TOTAL	623	TOTAL	285	TOTAL	908

Second Chance	Spay	29	EHF	Spay	129
	Neuter	23		Neuter	109
	TOTAL	52		TOTAL	238

MICROCHIP		MICROCHIP		MICROCHIP	
PUBLIC		SHELTER		TOTALS	
DOGS	97	DOGS	95	DOGS	192
CATS	89	CATS	183	CATS	272
TOTAL	186	TOTAL	278	TOTAL	464

Clinic

Our clinic provided low cost spay/neuter surgeries for 623 public animals in our fiscal 2020/21 year



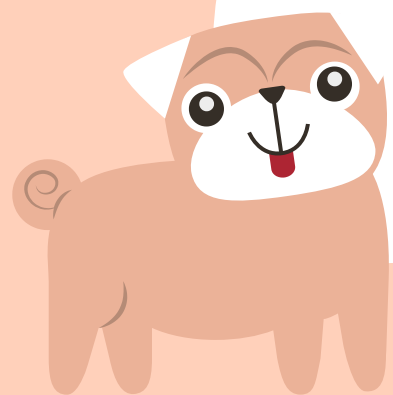
Due to the lack of vet services on the coast, we were able to step in and provide other various surgeries, wellness exams and support to over 900 coastal patients. Our vision is to expand the size of our clinic in the 2022 year. This will make it possible for us to become a full service veterinary clinic

mendocinohumane.org



Thank You!

Questions and Comments



mendocinohumane.org





City of Fort Bragg

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

Text File

File Number: 21-619

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

Adopt City Council Resolution Appointing Assistant Finance Director Isaac Whippy as City Treasurer

Current City Manager, Tabatha Miller, has resigned effective January 1, 2022. The Fort Bragg Municipal Code Chapter 2.12 sets forth that the City Treasurer shall perform all duties imposed as required by law. City Council is tasked with appointing a Treasurer at expiration of term or upon a vacancy. Until a permanent replacement to the position of Finance Director is hired, the Assistant Finance Director, Isaac Whippy, can serve as City Treasurer.

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPOINTING ISAAC WHIPPY AS CITY TREASURER**

WHEREAS, Fort Bragg Municipal Code Chapter 2.12 provides, in part, that the City Treasurer shall perform all the duties imposed upon him or her as required by law; and

WHEREAS, pursuant to Government Code Section 36510 and Fort Bragg Municipal Code Chapter 2.12 the City Council is responsible for appointing the City Treasurer, and the office is held at the pleasure of the City Council; and

WHEREAS, the current City Treasurer, Tabatha Miller, resigned effective January 2, 2022; and

WHEREAS, the Assistant Finance Director, Isaac Whippy, will serve as City Treasurer until a replacement is hired to fill the position of City Treasurer; and

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

1. A replacement Treasurer needs to be appointed.
2. The Assistant Finance Director, Isaac Whippy, is qualified to fill the position of Treasurer,.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby appoint Isaac Whippy to serve as City Treasurer and provide him the authority to sign and make financial commitments and agreements on behalf of the City, effective January 1, 2022.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at the regularly scheduled meeting of the City Council of the City of Fort Bragg held on the 13th day of December, 2021, by the following vote:

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

**Bernie Norvell
Mayor**

ATTEST:

**June Lemos, MMC
City Clerk**



City of Fort Bragg

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

File Number: 21-620

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt City Council Resolution Ratifying and Authorizing the City Manager's Purchase of Network Security Consulting Services and Software in the Amount of \$45,850 and Approving Budget Amendment 2022-16 in the Same Amount

RESOLUTION NO. ____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL RATIFYING AND AUTHORIZING THE CITY MANAGER'S PURCHASE OF NETWORK SECURITY CONSULTING SERVICES AND SOFTWARE IN THE AMOUNT OF \$45,850, AMOUNT NOT TO EXCEED \$45,850 BUDGET AMENDMENT NO. 2022-16 (Account No. 521-4394-0384)

WHEREAS, on September 10, 2021, the City of Fort Bragg (City) experienced a security incident that rendered one server and email systems temporarily inoperable; and

WHEREAS, this security incident affected email and limited police department functions; and

WHEREAS, on the same day as the security incident, the City took measures through its cybersecurity insurance coverage to secure its network, launch an investigation, and retain the services of a cybersecurity forensic firm, Kroll; and

WHEREAS, an incident response firm known as Coveware was retained to facilitate a payment of \$28,125 for the purposes of quickly obtaining a decryption tool that allowed decryption of the impacted data to minimize the effect to City operations; and

WHEREAS, in order to engage Coveware to promptly respond to the incident, payment in the amount of \$7,724.30 was made on Saturday, September 11, 2021; and

WHEREAS, on November 29, 2021 the investigation concluded and staff has incorporated further enhanced security measures and implemented additional tools for end point monitoring; and

WHEREAS, the City Manager communicated the incident in a timely manner to the City Council; and

WHEREAS, Fort Bragg Municipal Code section 3.20.030 (D) authorizes the relaxation of purchasing policies in the case of an emergency when public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property; and

WHEREAS, the City Manager determined that to protect public safety and safeguard City property it was necessary to make immediate expenditures to engage Coveware's services; and

WHEREAS, the City Manager determined that to protect public safety and safeguard City property it was necessary to delay ratification of the purchase and procurement until the forensic investigation was completed and steps implemented to enhance security measures; and

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

1. That the foregoing recitals are true and correct and are made a part of this Resolution.
2. The security incident necessitated the immediate expenditure of public money to protect public safety and safeguard property and information.
3. Delaying ratification of the City Manager's expenditure until enhanced security measures could be implemented was necessary to further protect public safety and safeguard property and information.

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg City Council does hereby ratify the City Manager’s purchase of network security consulting services and software in the amount of \$45,850 and ratifies the City Manager’s execution of any purchase agreements, purchase orders or documents associated therewith.

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment No. 2022-16 amending the FY 2021/22 Budget to appropriate funds in the amount of \$45,850.00 as shown in Exhibit A.

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 13th day of December, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

BUDGET AMENDMENT

Budget Adjustment #: 2022-16

Budget FY: FY 2021/22

Account Description	Account #			FY 21/22 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt
Expenditures							
Security Consulting & Software	521	4394	0384	\$ 323,263	\$ 45,850		\$ 369,113
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Total Expenditures				\$ 323,263	\$ 45,850	\$ -	\$ 369,113
Revenue							
Total Revenue				\$ -	\$ -	\$ -	\$ -

Reason for Amendment: RESOLUTION # :

Authorization:		Signature:	Date:
Requested By:	Tabartha Miller	_____	11/30/21
Approval:	_____	_____	_____
Finance Use:	_____	_____	_____

Attach copies of Resolution or other documentation



City of Fort Bragg

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

File Number: 21-635

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Adopt City Council Resolution Appointing Director to Represent and Vote on Behalf of the City of Fort Bragg on the California Intergovernmental Risk Authority Board of Directors

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPOINTING
DIRECTOR TO REPRESENT AND VOTE ON BEHALF OF THE CITY OF
FORT BRAGG ON THE CALIFORNIA INTERGOVERNMENTAL RISK
AUTHORITY BOARD OF DIRECTORS**

WHEREAS, the City of Fort Bragg has been a member of the Redwood Empire Municipal Insurance Fund (REMIF) since December 31, 1978; and

WHEREAS, REMIF is a risk sharing pool of small to medium sized cities and towns (referred to as Members) which contribute to a shared fund that pays for liability and workers' compensation claims and provides risk management services to its Members;

WHEREAS, pools are empowered by the California Government Code to exist as joint powers authorities (JPA); and

WHEREAS, Resolution No. 4334-2020 approved an amendment to the Joint Powers Agreement and the bylaws of REMIF and approved the joint powers agreement and bylaws for Public Agency Risk Sharing Authority of California (PARSAC), also a public agency representing small to medium cities/towns and one fire district; and

WHEREAS, the REMIF and PARSAC Board of Directors voted to recommend that their respective Member agencies merge the two organizations by creating a new risk pool named the California Intergovernmental Risk Authority (CIRA or "The Authority"); and

WHEREAS, the self-insured health plan provided by REMIF will remain under the control of REMIF; and

WHEREAS, Article V of the CIRA bylaws states that the Board shall be comprised of one Director from each Member and an Alternate Director and the Alternate Director may only cast a vote in the absence of the Director; and

WHEREAS, Article V of the CIRA bylaws states that a Member may change any of its representatives to the Board only by written notification to CIRA from the Member's governing body; and

WHEREAS, the City Manager has been the CIRA Board Member and the Human Resources Analyst is the designated Alternate Director; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby designate the Assistant to the City Manager as the CIRA Director for the City of Fort Bragg replacing the City Manager as the CIRA Director.

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 13th day of December, 2021, by the following vote:

**AYES:
NOES:**

**ABSENT:
ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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Text File

File Number: 21-636

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5D.

Adopt City Council Resolution Appointing Director and Alternative Director to Represent and Vote on Behalf of the City of Fort Bragg on the Redwood Empire Municipal Insurance Fund (REMIF) Board of Directors

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPOINTING
DIRECTOR AND ALTERNATIVE DIRECTOR TO REPRESENT AND VOTE ON
BEHALF OF THE CITY OF FORT BRAGG ON THE REDWOOD EMPIRE
MUNICIPAL INSURANCE FUND BOARD OF DIRECTORS**

WHEREAS, the City of Fort Bragg has been a member of the Redwood Empire Municipal Insurance Fund (REMIF) since December 31, 1978; and

WHEREAS, REMIF is a risk sharing pool of small to medium sized cities and towns (referred to as Members) which contribute to a shared fund that pays for liability and workers' compensation claims and provides risk management services to its Members; and

WHEREAS, pools are empowered by the California Government Code to exist as joint powers authorities (JPA); and

WHEREAS, Resolution No. 4334-2020 approved an amendment to the Joint Powers Agreement and the bylaws of REMIF; and

WHEREAS, the REMIF and PARSAC Board of Directors voted to recommend that their respective Member agencies merge the two organizations by creating a new risk pool named the California Intergovernmental Risk Authority (CIRA or "The Authority"); and

WHEREAS, the self-insured health plan provided by REMIF remains under the control of REMIF; and

WHEREAS, REMIF continues to manage claims made prior to the existence of CIRA on July 1, 2021 for liability, property and workers compensation; and

WHEREAS, Article III of the REMIF bylaws states that the Board shall be comprised of one Director from each Member and an Alternate Director and the Alternate Director may only cast a vote in the absence of the Director; and

WHEREAS, the City Manager has been the REMIF Board Member and Alternate Director position has been unfilled; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby designate the Assistant to the City Manager as the REMIF Director for the City of Fort Bragg replacing the City Manager and does hereby designate the Human Resources Analyst as the REMIF Alternate Director to serve in the absence of the Director.

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 13th day of December, 2021, by the following vote:

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

RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 21-639

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

At a special meeting on March 24, 2020, the Fort Bragg City Council ratified the City Manager's Proclamation declaring a local emergency due to COVID-19 in its Resolution No. 4242-2020. Since that date, the Council has adopted 37 resolutions reconfirming the existence of a local emergency. The City is required to reconfirm the existence of a local emergency every 21 days pursuant to Fort Bragg Municipal Code Section 2.24.040.

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL
EMERGENCY IN THE CITY OF FORT BRAGG**

WHEREAS, California Government Code section 8630 empowers the Fort Bragg City Council to proclaim the existence of a local emergency when the City is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

WHEREAS, California Government Code section 8558(c) states that a “local emergency” means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city; and

WHEREAS, COVID-19, a novel coronavirus causing infectious disease, was first detected in China in December 2019 and has spread across the world and to the United States. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the Governor of the State of California and the Public Health Officer of the County of Mendocino have both issued Shelter-in-Place orders to combat the spread of COVID-19; and

WHEREAS, on March 17, 2020 the City Manager, as the City’s Director of Emergency Services, issued Proclamation No. CM-2020-01 declaring a local emergency as authorized by Government Code section 8630 and Fort Bragg Municipal Code section 2.24.040(B); and

WHEREAS, at a special meeting on March 24, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4242-2020, ratifying the City Manager’s Proclamation declaring the existence of a local emergency; and

WHEREAS, at a special meeting on April 6, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4245-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on April 20, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4247-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 11, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4250-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 26, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4253-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 8, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4266-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 22, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4270-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 13, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4284-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 27, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4289-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 10, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4294-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on August 31, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4300-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on September 21, 2020, the City Council of the City of Fort Bragg adopted Resolution 4304-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 13, 2020, the City Council of the City of Fort Bragg adopted Resolution 4317-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 26, 2020, the City Council of the City of Fort Bragg adopted Resolution 4319-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 9, 2020, the City Council of the City of Fort Bragg adopted Resolution 4323-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 23, 2020, the City Council of the City of Fort Bragg adopted Resolution 4329-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 14, 2020, the City Council of the City of Fort Bragg adopted Resolution 4333-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on December 22, 2020, the City Council of the City of Fort Bragg adopted Resolution 4340-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 11, 2021, the City Council of the City of Fort Bragg adopted Resolution 4343-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4347-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4351-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4358-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4363-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4366-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4376-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4381-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 10, 2021, the City Council of the City of Fort Bragg adopted Resolution 4385-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 24, 2021, the City Council of the City of Fort Bragg adopted Resolution 4391-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 14, 2021, the City Council of the City of Fort Bragg adopted Resolution 4396-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 28, 2021, the City Council of the City of Fort Bragg adopted Resolution 4405-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4418-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4422-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 9, 2021, the City Council of the City of Fort Bragg adopted Resolution 4427-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on August 30, 2021, the City Council of the City of Fort Bragg adopted Resolution 4434-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on September 20, 2021, the City Council of the City of Fort Bragg adopted Resolution 4447-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4451-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4460-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4463-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4473-2021 by which it continued the local emergency;

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the City Council of the City of Fort Bragg that for reasons set forth herein, said local emergency shall be deemed to continue to exist until the City Council of the City of Fort Bragg, State of California, proclaims its termination; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg will review the need for continuing the local emergency at least once every 21 days until the City Council terminates the local emergency; and

BE IT FURTHER RESOLVED that this resolution confirming the continued existence of a local emergency shall be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, as well as the Mendocino County Office of Emergency Services.

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 13th day of December, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 21-640

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5F.

Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO
AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC”
MEETINGS DURING THE STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 added subsection (e) to Gov. Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

WHEREAS, as of November 1, 2021, the COVID-19 pandemic has killed more than 72,140 Californians; and

WHEREAS, social distancing measures decrease the chance of spread of COVID-19; and

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote “telephonic” meetings; and

WHEREAS, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote “telephonic” meetings provided that it has timely made the findings specified therein;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Fort Bragg as follows:

1. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

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 13th day of December, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

File Number: 21-642

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5G.

Adopt City Council Resolution Extending the Temporary Waiver of the Parking In-lieu Fee for Changes of Use in the Central Business District

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
EXTENDING THE TEMPORARY WAIVER OF THE PARKING IN-LIEU FEE
FOR CHANGES OF USE IN THE CENTRAL BUSINESS DISTRICT**

WHEREAS, the City of Fort Bragg adopted updated parking in-lieu fees ("Fees") based on a nexus study completed in 2007; and

WHEREAS, on July 25, 2011, the City Council adopted Resolution No. 3467-2011 reducing the Fees by 50%; and

WHEREAS, on October 22, 2012, the City Council adopted Resolution No. 3576-2012 to provide a temporary (two-year) waiver for payment of the fee that extended through December of 2014; and

WHEREAS, on February 9, 2015, the City Council adopted Resolution No. 3780-2015 to extend the temporary waiver of the parking in-lieu fee until December 31, 2016; and

WHEREAS, on November 28, 2016, the City Council adopted Resolution No. 3959-2016 to extend the temporary waiver of the parking in-lieu fee until December 31, 2018; and

WHEREAS, on January 28, 2019, the City Council adopted Resolution No. 4148-2019 to extend the temporary waiver of the parking in-lieu fee until December 31, 2019; and

WHEREAS, on January 13, 2020, the City Council adopted Resolution No. 4222-2020 to extend the temporary waiver of the parking in-lieu fee until December 31, 2020; and

WHEREAS, on December 14, 2020, the City Council adopted Resolution No. 4335-2020 to extend the temporary waiver of the parking in-lieu fee until December 31, 2021;

WHEREAS, the continued slow pace of recovery in Fort Bragg after the 2009 recession, internet retailing, and the recent pandemic and Shelter-in-Place Orders have contributed to a number of vacant storefronts which continues to impact the economic vitality of the downtown; and

WHEREAS, during the past years while the Fee waiver was in place, a number of business owners have benefited from the waiver as it has allowed them to expand the hours of operation, and to establish new uses in vacant buildings thereby improving the overall vitality of the downtown area; and

WHEREAS, the Fees are voluntary fees that a business owner or property owner can pay in lieu of providing parking onsite as required by the Land Use and Development Code; and

WHEREAS, the Council wants to assist local businesses by extending the temporary waiver of the Fees for businesses that are considered a "change of use" within an existing structure for an additional one year (i.e., until December 31, 2022); and

WHEREAS, the temporary waiver of the Fee for changes of use within an existing

structure is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to Title 14, the California Code of Regulations (“CEQA Guidelines”), Section 15273(a)(4) which provides an exception for modifications to fees for the purpose of obtaining funds for capital projects necessary for maintaining service within existing service areas; and

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

1. The foregoing recitals are true and correct and are made a part of this Resolution.
2. Re-imposing the Fees would make it more difficult for financially-challenged businesses to expand their operations in order to become more profitable and thereby contribute to the vibrancy of the Central Business District and the greater Fort Bragg Commercial District; and
3. Re-imposition of the Fees could result in discouraging potential businesses and existing businesses from expanding use or engaging in new enterprises in the Central Business District and the greater Fort Bragg Commercial District; and
4. Parking in the Central Business District and the greater Fort Bragg Commercial District has not reached a critical level as far as availability during most hours and times of year; and
5. Extension of the Fee waiver is consistent with the City’s Priority Area 1: Jobs/Industry and Goal 3 - Foster and help sustain local businesses.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a temporary waiver of the Parking In-Lieu Fee for changes of use in the Central Business District until December 31, 2022.

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 13th day of December, 2021, by the following vote:

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

Bernie Norvell
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 21-643

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5H.

Adopt City Council Resolution to Apply for \$177,952 from the California State Parks Per Capita Grant Program for Improvements to City Parks and Recreation Facilities

This Resolution authorizes the City Manager or designee to apply for \$177,952 from the California State Parks Per Capita Grant Program to support improvements to City of Fort Bragg Parks and Recreation Facilities. The grant deadline is on December 31, 2021. There is no match requirement for the grant application.

RESOLUTION NO. _____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THE APPLICATION FOR PER CAPITA GRANT FUNDS FOR PARKS AND RECREATION FACILITY IMPROVEMENTS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and **WHEREAS**, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Fort Bragg's General Plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Fort Bragg will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations; and

7. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
8. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)); and
9. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
10. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
11. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve an application for the California State Parks Per Capita Grant Program.

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 13th day of December, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

File Number: 21-648

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5I.

Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget
Amendment 2022-15 to the Fiscal Year 2021-2022 Budget

RESOLUTION NO. ____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL

and

RESOLUTION NO. ID ____-2021

RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD

**ADOPTING BUDGET AMENDMENT 2022-15
AMENDING FY 2021-22 BUDGET**

WHEREAS, on June 14, 2021, the Fort Bragg City Council and the Fort Bragg Municipal Improvement District No. 1 District Board adopted the Fiscal Year (FY) 2021-22 Budget; and

WHEREAS, the City Manager has identified additional expenditure and revenue adjustments to the FY 2021-22 budget as adopted by the City Council on June 14, 2021; and

WHEREAS, the adjustments and updates are identified in Exhibit A attached hereto; and

WHEREAS, there is sufficient revenue and adequate fund balance to fund the allocations; and

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

1. Certain adjustments to the FY 2021-22 Budget are necessary as shown in Exhibit A.
2. There are sufficient funds to fund the allocations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby amend the previously adopted FY 2021-22 Budget to incorporate the changes enumerated in Budget Amendment 2022-15 as shown in Exhibit A.

The above and foregoing Resolution was introduced by Council/Board Member _____, seconded by Council/Board Member _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 13th day of December, 2021, by the following vote:

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

**Bernie Norvell
Mayor/Chair**

ATTEST:

**June Lemos, MMC
City/District Clerk**

BUDGET AMENDMENT

Budget Adjustment #: **2022-15**

Budget FY: **FY 2021/22**

Account Description	Account #			FY 21/22 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
CalPERS - UAL Payment	110	4190	0387	\$ 920,000	\$ -	\$ 770,000	\$ 150,000	Reverse account for Pension Funding Policy
Fund Balance FY 20-21	110	0000	3010	\$ -	\$ 770,000		\$ 770,000	Council Pension Funding Policy 50% of General Fund Surplus to pay down UAL. Estimated surplus at \$1.54M for FY 20-21.
Debt Service Principal	110	4916	0911	\$ -	\$ 37,834		\$ 37,834	Loan from WW to GF
Debt Service Interest	110	4916	0912	\$ -	\$ 130	\$ -	\$ 130	Loan from WW to GF
Receivable from GF	710	0000	1328	\$ -	\$ 37,834		\$ 37,834	Loan from WW to GF
Interest Income	710	0000	3611	\$ 19,750	\$ 130	\$ -	\$ 19,880	Loan from WW to GF
Council Professional Services	110	4110	0319	\$ 35,000	\$ 13,600		\$ 48,600	MSWMA Contribution
Council Professional Services	110	4110	0319	\$ 48,600	\$ 10,575		\$ 59,175	Phase I Environmental Assessment
							\$ -	
							\$ -	
							\$ -	
							\$ -	
Total Expenditures				\$ 1,023,350	\$ 870,103	\$ 770,000	\$ 1,123,453	
Revenue								
Sales Tax	110			\$ 1,866,846	\$ 50,000		\$ 1,916,846	Incremental Revenue Increase
TOT Revenue	110			\$ 2,964,742	\$ 50,000		\$ 3,014,742	Incremental Revenue Increase
Total Revenue				\$ 4,831,588	\$ 100,000	\$ -	\$ 4,931,588	

Reason for Amendment:

RESOLUTION # :

Authorization:

Requested By: Tabatha Miller

Signature:

Date:

11/30/21

Approval: _____

Finance Use: _____

Attach copies of Resolution or other documentation



City of Fort Bragg

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

Text File

File Number: 21-613

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5J.

Approve Minutes of Special Meeting of November 19, 2021



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**

Friday, November 19, 2021

4:00 PM

Via Video Conference

Special Meeting

CALL TO ORDER

Mayor Norvell called the meeting to order at 4:01 PM.

ROLL CALL

- Present:** 4 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith and Councilmember Marcia Rafanan
- Absent:** 1 - Councilmember Lindy Peters

1. PUBLIC COMMENTS ON: (1) CONSENT CALENDAR

None.

2. CONSENT CALENDAR

Approval of the Consent Calendar

A motion was made by Councilmember Albin-Smith, seconded by Mayor Norvell, to approve the Consent Calendar. The motion carried by the following vote:

- Aye:** 4 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith and Councilmember Rafanan
- Absent:** 1 - Councilmember Peters

2A. [21-609](#) Adopt Resolution Authorizing the Grant Application, Acceptance and Execution for the City's Raw Water Line Improvement Project

This Resolution was approved on the Consent Calendar.

Enactment No: RES 4468-2021

2B. [21-608](#) Adopt Resolution Authorizing the Grant Application, Acceptance and Execution for the City's Water Treatment Plant Upgrade

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4469-2021

ADJOURNMENT

Mayor Norvell adjourned the meeting at 4:03 PM.

BERNIE NORVELL, MAYOR

June Lemos, CMC, 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: 21-616

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5K.

Approve Minutes of November 22, 2021



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
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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, November 22, 2021

6:00 PM

Via Video Conference

CALL TO ORDER

Mayor Norvell called the meeting to order at 6:00 PM, all Councilmembers appearing via video conference.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

AGENDA REVIEW

Mayor Norvell removed Item 5K from the Consent Calendar to be heard under Conduct of Business, prior to Item 8A. He also removed Item 5D from the agenda entirely, because it is no longer relevant. City Manager Miller explained that Item 5D asked for Council approval of a grant application for cleanup related to Operable Unit E, an area that includes ponds 5 through 8 on the former Mill Site. Due to events happening on the Mill Site, this item will not be brought before the Council.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

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

- (1) Mike Hart spoke about misleading items regarding the Skunk Train.
- (2) Annemarie Weibel requested that Item 5L be removed from the Consent Calendar. Jo Bradley and Mark Haydon wanted to comment on Item 5K which was removed from the Consent Calendar.
- (3) None.

3. STAFF COMMENTS

City Manager Miller reported on upcoming downtown events including the Holiday Lights Parade and the Downtown Wonderland. She noted that Associate Planner Heather Gurewitz passed her certified planner certificate program. Miller reported that the City's sales tax is up 12% for the first quarter over the prior year. Police Chief Naulty gave an update on the accident at Oak and Harold Streets, stating that drivers need to slow down when driving, especially near schools. The Chief reported that three new employees are starting the police academy. He asked that Public Works make it a priority to repaint the sidewalks, crosswalks, and school zones where the paint

is badly faded. Chief Naulty reported on the availability of gift boxes for children and Thanksgiving dinners for those who do not have access to food this holiday.

4. MATTERS FROM COUNCILMEMBERS

Vice Mayor Morsell-Haye reported that the Citizen's Commission regarding a potential city name change requested that their report to Council be moved to late January, as they want to make sure their presentation is as clear and informative as possible. Mayor Norvell asked for Council approval to move \$5,000 from the City Council fund to the Homeward Bound program to keep the program going. All Councilmembers approved of this transfer and authorized the City Manager to move money between accounts.

5. CONSENT CALENDAR

Mayor Norvell eliminated Item 5D from the agenda and removed Item 5K from the Consent Calendar for further discussion.

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Councilmember Rafanan, to approve the Consent Calendar with the exception of Items 5D and 5K. The motion carried by the following vote:

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

5A. [21-585](#) Adopt City Council Resolution Authorizing City Manager to Execute Budget Amendment No. 2022-11 to Appropriate Funds to Incorporate Alley Pavement Conditions Evaluation into the Annual Pavement Management Program Update Transferring Funds From Fund 250 to the Streets Maintenance Department Professional Services (Account 110-4520-0319) for a Total Contract Amount Not to Exceed \$11,200.00

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4470-2021

5B. [21-588](#) Adopt City Council Resolution Continuing the Temporary Waiver of the City of Fort Bragg General Plan Maintenance Fee

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4471-2021

5C. [21-589](#) Approve Scope of Work for Request for Proposals for Professional Services to Conduct Analysis Regarding the City's General Plan Maintenance Fee

This Scope of Work was approved on the Consent Calendar.

5E. [21-593](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4472-2021

- 5F. [21-594](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4473-2021

- 5G. [21-602](#) Adopt City Council Resolution Approving the Four Applications for Funding and Execution of Agreements and Any Amendments Thereto from the United States Department of Agriculture's Community Facility Grants Program

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4474-2021

- 5H. [21-603](#) Adopt City Council Resolution Approving an Agreement with Regional Government Services (RGS) to Conduct a Classification and Compensation Study and Authorizing the City Manager to Execute Contract (Total Amount Not to Exceed \$34,900; Account No. 110-4130-0319) and Approving Budget Amendment No. 2022-13

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4475-2021

- 5I. [21-606](#) Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget Amendment 2022-12 to the Fiscal Year 2021-2022 Budget

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4476-2021

- 5J. [21-590](#) Approve Minutes of November 8, 2021

These Minutes were approved on the Consent Calendar.

- 5L. [21-610](#) Adopt City Council Resolution Approving Professional Services Agreement for the Preparation of a Preliminary Engineering Report (35%) to Establish Municipal Broadband Utility Serving Fort Bragg and Authorizing City Manager To Execute Contract (Amount Not to Exceed \$38,000; Account No. 110-4130-0319)

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4477-2021

ITEMS REMOVED FROM CONSENT CALENDAR

- 5K. [21-612](#) Approve City Council Letter in Opposition to Mendocino Railway U.S. Department of Transportation Railroad Rehabilitation & Improvement Financing Loan

City Manager Miller related that the City Council wrote this in response to the Mendocino Railway (Skunk Train) application for a loan. Following Council approval, the letter will be circulated for electronic signatures of the Councilmembers and sent to the US Department of Transportation. Public Comment was received from Jacob Patterson, Charlie Schneider, Chris Hart, Joseph (no last name given), Colin Fiske, Jo Bradley, Scott Greacen, George Reinhardt, Tony Natareno, Paul Clark, Robert Jason Pinoli, and Shelley Coben.

Discussion: After discussion, the City Council unanimously approved sending the letter as submitted.

A motion was made by Mayor Norvell, seconded by Councilmember Peters, that this Council Letter be approved. The motion carried by the following vote:

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

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

8A. [21-595](#) Receive Report and Consider Adoption of City Council Resolution Approving a 10-year Solid Waste Franchise Agreement with Redwood Waste Solutions, Inc. (dba C&S Waste Solutions) and Authorizing the City Manager to Execute and Implement the Agreement

City Manager Miller presented the staff report on this agenda item. Bruce McCracken and Kristen Byrne from Redwood Waste were present to answer questions from Councilmembers.

Public Comment was received from Jacob Patterson and Annemarie Weibel.

Discussion: After discussing various aspects of the solid waste service, including doing a CEQA analysis of the site, Council unanimously supported approving the franchise agreement.

A motion was made by Vice Mayor Morsell-Haye, seconded by Councilmember Peters, that this Resolution be adopted. The motion carried by the following vote:

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

Enactment No: RES 4478-2021

9. CLOSED SESSION

Mayor Norvell recessed the meeting at 8:12 PM; the meeting reconvened to Closed Session at 8:22 PM.

9A. [21-607](#) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to Paragraph (2) of Subdivision (d) of California Government Code Section 54956.9: One (1) Potential Case: Claim from Jacob Patterson, Intentional or Negligent Interference with Prospective Economic Relations; Intentional Interference with Contractual Relations; Inducing Breach of Contract; Defamation; False Light, Invasion of

Privacy; Intentional or Negligent Infliction of Emotional Distress; Disability Discrimination; Retaliation; Failure to Prevent Harassment, Discrimination, or Retaliation; and Violation of Civil Rights, including Failure to Train Subordinate City Staff

9B. [21-604](#) PUBLIC EMPLOYMENT: Pursuant to Government Code 54957(b). Title: City Manager

9C. [21-611](#) CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION; Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 of the Government Code: (one case)

Mayor Norvell reconvened the meeting to Open Session at 10:07 PM and reported that no reportable action was taken on the Closed Session items.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 10:07 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



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Text File

File Number: 21-644

Agenda Date: 12/13/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5L.

Approve Minutes of Special Closed Session of December 6, 2021



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*

Monday, December 6, 2021

4:00 PM

Via Video Conference

Special Closed Session

CALL TO ORDER

Mayor Norvell called the meeting to order at 4:05 PM, all Councilmembers appearing via video conference.

ROLL CALL

Councilmember Rafanan joined the meeting at 4:06 PM.

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public Comment on Item 2A was received from: Mary Rose Kaczorowski, Mike Hart, Steve Antler, Annemarie Weibel, Gabriel Quinn Maroney, Chris Hart, Jacob Patterson, Charles Brandenburg, Robert Jason Pinoli, George Reinhardt and Nancy Nelson. Public Comment on Item 2B was received from Mary Rose Kaczorowski.

2. CLOSED SESSION

Mayor Norvell recessed the meeting at 4:39 PM; the meeting reconvened to Closed Session at 4:42 PM.

2A. [21-628](#) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9; Name of Case: City of Fort Bragg vs. Mendocino Railway and Does 1-10, Case No.: 21CV00850, Superior Court of the State of California, County of Mendocino

2B. [21-618](#) PUBLIC EMPLOYMENT: Pursuant to Government Code 54957(b). Title: City Manager

Mayor Norvell reconvened the meeting to Open Session at 7:30 PM and reported that the City Council voted unanimously on Item 2B to accept the resignation of City Manager Tabatha Miller.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 7:31 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

File Number: 21-614

Agenda Date: 12/13/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Resolution

Agenda Number: 7A.

Receive Report, Conduct Public Hearing, and Consider Adoption of Resolution Approving an Underground District for properties located on Chestnut Street between South Main Street and Ebbing Way to Remove Poles, Overhead Wires, and Associated Overhead Structures and Replace with Underground Wires and Facilities for Supplying Electric, Communication, and Other Similar Associated Services



AGENCY: City Council
MEETING DATE: December 13, 2021
DEPARTMENT: Public Works
PRESENTED BY: C. O'Neal
EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report, Hold Public Hearing, and Consider Adoption of Resolution Approving an Underground District for Properties Located on Chestnut Street Between South Main Street and Ebbing Way to Remove Poles, Overhead Wires, and Associated Overhead Structures and Replace with Underground Wires and Facilities for Supplying Electric, Communication, and Other Similar Associated Services

ISSUE:

On September 27, 2021, City Council directed staff to move forward with the designation of an underground district, in accordance with Fort Bragg Municipal Code (FBMC) 12.080.03, to be located on Chestnut Street between South Main Street and Ebbing Way. On December 2, 2021, the city staff published and distributed a public hearing notice, notifying affected property owners and utility companies of this public hearing to ascertain whether the public necessity, health, safety, or welfare requires the removal poles, overhead wires, and associated overhead structures and require underground installation of wires and facilities for supplying electric, communication, or similar or associated service in the district.

ANALYSIS:

The establishment of this district was prompted by potential for upcoming reallocation of RULE 20 funding currently available to the City. RULE 20 is programmatic funding source allocated to communities by PG&E whereby work credits are earned over time and programmed for the replacement of overhead utilities with underground electric facilities. Additional details regarding "What the Community should know" about the program are explained in Attachment 1, however as previously discussed these guidelines are currently changing.

On November 29, 2021, city staff met with PG&E estimators to perform a site walk of the proposed Chestnut Street District (Attachment 2). During the site visit, staff and representatives from PG&E discussed many challenges with undergrounding lines on Chestnut Street including;

- Transformer Relocation
- Utility coordination
- ADA upgrades
- Streetlight ownership/relocating
- Expense horizon (value of credits now vs. time of construction)
- Cost of individual panel service modification
- The size of the district compared to the respective costs

The resolution (Attachment 3) includes a description of the area comprising the district and establishes a time frame within which the removal and underground installation shall be accomplished. Staff in coordination with PG&E determined that the reasonable time frame recommended for the removal and underground installation, with regard for the availability of labor, materials, and equipment necessary for the removal and for the installation of the underground facilities be set for completion within no less than (five) 5 years of district designation. Additional research indicated that the average project takes five (5) to seven (7) years from onset of planning to removal of poles. Accordingly, staff is recommending a ten (10) year horizon for project completion.

RECOMMENDED ACTION:

Adopt Resolution Approving Underground District No. 6 – Chestnut Street for properties located on Chestnut Street between South Main Street and Ebbing Way, incorporating the phased approach to select only an area that can be undergrounded within the funding constraints to remove poles, overhead wires, and associated overhead structures, and replace with underground wires and facilities for supplying electric, communication, and other similar associated services within the established 10-year time frame.

ALTERNATE ACTION:

1. Open and Continue the Public Hearing to a date certain in order to obtain additional information, or
2. Wait until we receive the 90-day notice regarding potential reallocation and establish a district at that time, or
3. Decide not to designate and direct staff to allow expiration of RULE 20 Work Credits.

FISCAL IMPACT:

The City currently has approximately \$1,355,848.00 in work credits available. While the cost of a specific project is dependent on the size, location, and complexity of the selected project area, there are no identified additional funding mechanisms forthcoming from PG&E so any project remaining balance would need to be covered by City funds. Costs for staff time include public hearing and material preparation as well as project management for any project selected for implementation are not reimbursable under RULE 20 Funds.

PG&E's most recent estimate indicated that the \$1.3M available would only go approximately two (2) blocks. PG&E recommended that the City identify the entire area as a district but submit for the funding in a phased approach. In order to program an achievable project, staff recommends that Council identify which section of the project they wish to start with the phasing. See Attachment 4. At this time staff has not identified any additional fund sources appropriate for undertaking this work, thus burdening the general fund.

GREENHOUSE GAS EMISSIONS IMPACT:

There are no greenhouse gas emissions associated with the decision to establish an underground district. The infrastructure project resulting from a district establishment will have associated greenhouse gas emissions as part of construction aspect of project implementation.

CONSISTENCY:

City Council Passed by Ordinance 382 in 1969, establishing Fort Bragg Municipal Code (FBMC) Chapter 12.08 Underground Utility Districts which was used to establish this proceeding for District creation. Chapter 12.08 of the FBMC is located at <https://www.codepublishing.com/CA/FortBragg/#!/html/FortBragg12/FortBragg1208.html#12.08.030>.

The criteria established by the CPUC for establishing and underground district are met via the following:

1. The streets, roads or rights of way in the District are extensively used by the general public and carry a heavy volume of pedestrian or vehicular traffic;
2. The street is considered a major collector as defined in the City's General Plan; and
3. The undergrounding will avoid an unusually heavy concentration of overhead distribution facilities.

IMPLEMENTATION/TIMEFRAMES:

After December 31, 2022; Electric utilities shall not allocate new Rule 20 A work credits as the work credit program is being discontinued. At this time PG&E and CPUC have not indicated what type if any funding mechanisms will come into communities after that time. CPUC has not indicated that the funding balance held by an active community has any expiration date, so the programmed ten (10) year horizon is expected to be reasonable for the utilization of the existing credits banked. If approved the RULE 20 A project will be included in the 22/23 FY budget Capital Improvement Program.

ATTACHMENTS:

1. RULE 20 A Program Details
2. Map of Affected Properties on Chestnut Street
3. RESO Establishing Chestnut Street as Underground District
4. Map Options for Phased Approach to District No. 6 – Chestnut Street
5. Public Hearing Notice of December 2, 2021
6. FBMC 12.08 Underground Utility District

NOTIFICATION:

1. Lizette Burtis, Rule 20A Program Liaison
2. Jeffery Jividen, Comcast
3. Bernie Sopp, AT&T



ELECTRIC RULE NO. 20 Sheet 1
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

A. PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities along public streets and roads, and on public lands and private property across which rights-of-ways satisfactory to PG&E have been obtained by PG&E, provided that:

1. The governing body of the city or county in which such electric facilities are and will be located has:

a. Determined, after consultation with PG&E and after holding public hearings on the subject, that such undergrounding is in the general public interest for one or more of the following reasons:

- 1) Such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities;
- 2) The street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic;
- 3) The street or road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public; and
- 4) The street or road or right-of-way is considered an arterial street or major collector as defined in the Governor's Office of Planning and Research General Plan Guidelines.

b. Adopted an ordinance creating an underground district in the area in which both the existing and new facilities are and will be located requiring, among other things, (1) that all existing overhead communication and electric distribution facilities in such district shall be removed, (2) that each property served from such electric overhead facilities shall have installed in accordance with PG&E's rules for underground service, all electrical facility changes on the premises necessary to receive service from the underground facilities of PG&E as soon as it is available, and (3) authorizing PG&E to discontinue its overhead service.

c. Acknowledged that wheelchair access is in the public interest and will be considered as a basis for defining the boundaries of projects that otherwise qualify for Rule 20A under the existing criteria set forth in Section A(1)(a) above.

(N)
|
|
(N)

(Continued)



ELECTRIC RULE NO. 20 Sheet 2
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

A. (Cont'd.)

- 2. PG&E's total annual amount of work credits for undergrounding, as authorized by the California Public Utilities Commission, shall be allocated to cities or the unincorporated area of any county as follows:
a. Fifty percent of the total authorized amount shall be allocated in the same ratio that the number of overhead meters in any city or unincorporated area of any county bears to the total system overhead meters; and
b. Fifty percent of the total authorized amount shall be allocated in the same ratio that the total number of meters in any city or unincorporated area of any county bears to the total system meters.
c. Upon request by a city or county, the amounts allocated may be exceeded for each city or county by an amount up to a maximum of five years' allocation at then-current levels where PG&E establishes additional participation on a project is warranted and resources are available. Such allocated amounts may be carried over for a reasonable period of time in communities with active undergrounding programs.

(Continued)



ELECTRIC RULE NO. 20 Sheet 3
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

- A. (Cont'd.) (L)
3. The undergrounding extends for a minimum distance of one block or 600 feet, whichever is the lesser. (L)
- Upon request of the governing body, PG&E will pay from the existing allocation of that entity for: (L)
- The installation of no more than 100 feet of each customer's underground electric service lateral occasioned by the undergrounding. (L)
- The conversion of electric service panels to accept underground service, up to \$1,500 per service entrance, excluding permit fees. (L)
- The governing body may establish a smaller footage allowance, or may limit the amount of money to be expended on a single customer's electric service, or the total amount to be expended on all electric service installations in a particular project. (L)

(Continued)

<i>Advice Decision</i>	5085-E-A 11-05-018, 14-08-032 and 17-05-013	<i>Issued by</i> Robert S. Kenney <i>Vice President, Regulatory Affairs</i>	<i>Date Filed</i> <u>October 11, 2017</u> <i>Effective</i> <u>November 13, 2017</u> <i>Resolution</i>
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ELECTRIC RULE NO. 20 Sheet 4
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

- B. In circumstances other than those covered by A above, PG&E will replace its existing overhead electric facilities with underground electric facilities along public streets and roads or other locations mutually agreed upon when requested by an applicant or applicants when all of the following conditions are met: (L)
 - 1. a. All property owners served from the overhead facilities to be removed first agree in writing to have the wiring changes made on their premises so that service may be furnished from the underground distribution system in accordance with PG&E's rules and that PG&E may discontinue its overhead service upon completion of the underground facilities; or
 - b. Suitable legislation is in effect requiring such necessary wiring changes to be made and authorizing PG&E to discontinue its overhead service.
 - 2. The applicant has:
 - a. Furnished and installed the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, pole bases and performed other work related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving required in connection with the installation of the underground system, all in accordance with PG&E's specifications, or, in lieu thereof, paid PG&E to do so;
 - b. Transferred ownership of such facilities, in good condition, to PG&E; and
 - c. Paid a nonrefundable sum equal to the excess, if any, of the estimated costs, of completing the underground system and building a new equivalent overhead system.
 - 3. The area to be undergrounded includes both sides of a street for at least one block or 600 feet, whichever is the lesser, and all existing overhead communication and electric distribution facilities within the area will be removed. (L)

(Continued)

<i>Advice</i>	5085-E-A	<i>Issued by</i>	<i>Date Filed</i>	<u>October 11, 2017</u>
<i>Decision</i>	11-05-018, 14-08-032 and 17-05-013	Robert S. Kenney <i>Vice President, Regulatory Affairs</i>	<i>Effective</i>	<u>November 13, 2017</u>
			<i>Resolution</i>	

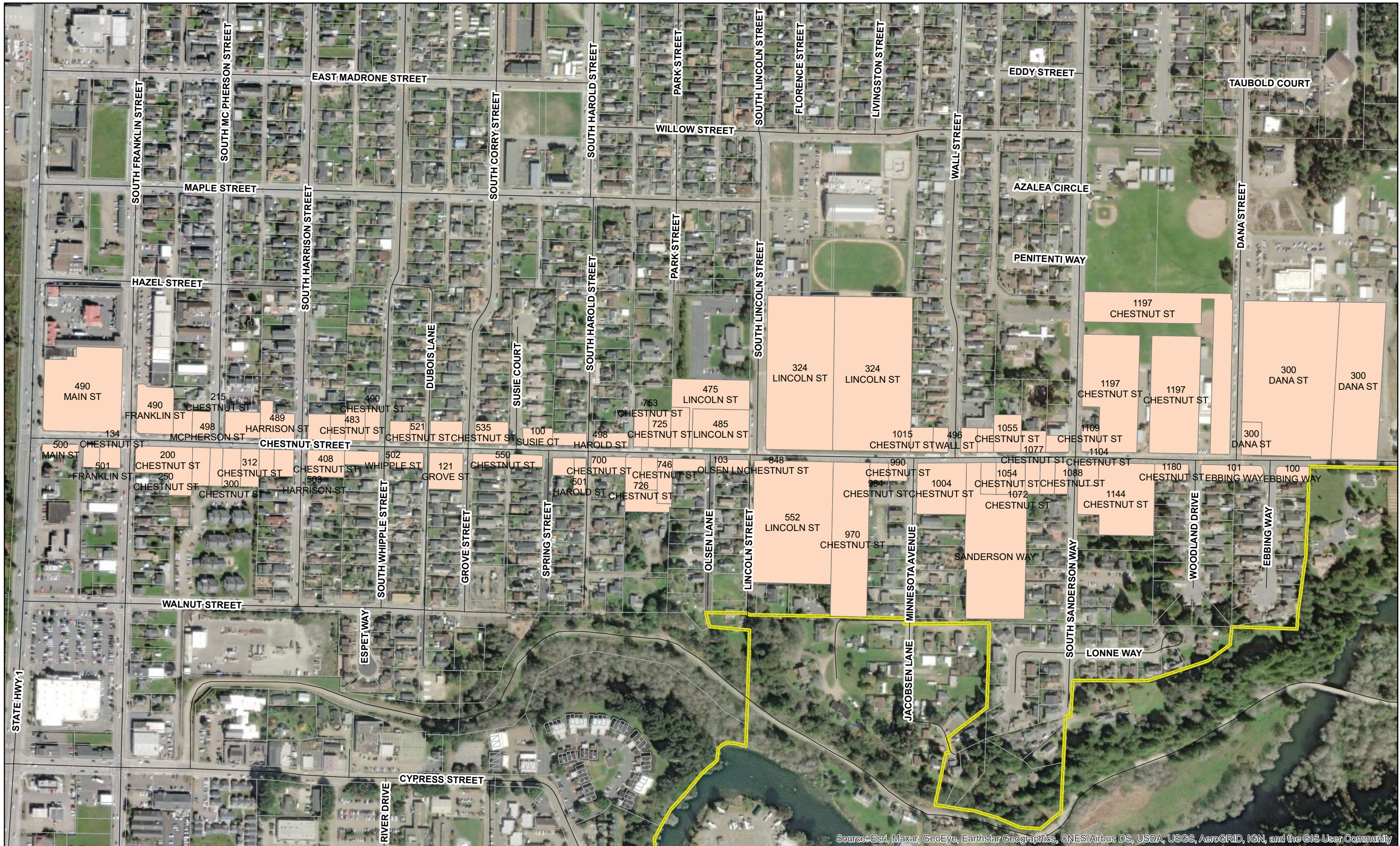


ELECTRIC RULE NO. 20 Sheet 5
REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

- B. (Cont'd) (L)

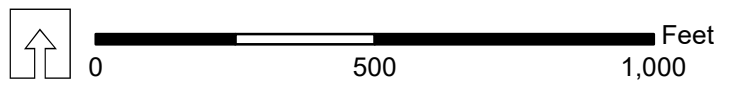
 - 4. PG&E may, when requested by the city or county and mutually agreed upon by such government entity and PG&E, initially fund any required engineering/design costs for conversion projects under this section. In the event such a project proceeds, the requesting city or county shall reimburse PG&E for such engineering/design costs before PG&E shall be required to commence further work on the project. In the event the project is not approved to proceed within two and one-half years of PG&E's delivery of such engineering/design study, the requesting city or county shall reimburse PG&E for its costs of such engineering/design study within 90 days of a demand by PG&E. In the event payment is not received PG&E shall expense such costs as an operational cost and shall reduce the city or county's allocations provided under Section A of this Schedule by the amount.
 - 5. The costs of removal of the overhead poles, lines, and facilities are the responsibility of PG&E and will be paid by PG&E. Such payments shall not operate to reduce Rule 20-A allocations.

- C. In circumstances other than those covered by A or B above, when mutually agreed upon by PG&E and an applicant, overhead electric facilities may be replaced with underground electric facilities, provided the applicant requesting the change pays, in advance, a nonrefundable sum equal to the estimated cost of the underground facilities less the estimated net salvage value and depreciation of the replaced overhead facilities. Underground services will be installed and maintained as provided in PG&E's rules applicable thereto.
- D. The term "underground electric system" means an electric system with all wires installed underground, except those wires in surface mounted equipment enclosures. (L)



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Feature and boundary locations depicted are approximate only. 11-19-21



RULE 20 Parcels Chestnut Street Corridor



RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
ESTABLISHING UNDERGROUND UTILITY DISTRICT NO. 6 - CHESTNUT
STREET**

WHEREAS, the City of Fort Bragg, has adopted an ordinance, Fort Bragg Municipal Code (FBMC) 12.08, authorizing the City Council to designate areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, Chapter 12.08 of the FBMC establishes a procedure for the creation of underground utility districts and requires as the initial step in such procedure the holding of a public hearing to ascertain whether public necessity, health, safety, or welfare requires the removal of poles, overhead wires, and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar associated service in any such district; and

WHEREAS, on September 27, 2021, City Council recommended that such an underground utility district, hereinafter District No. 6 – Chestnut Street, be formed between those properties adjoining Chestnut Street on both the North and South side; between the east line of Main Street; and the west line of Ebbing Way; and

WHEREAS, notice of such hearing has been given to all affected property owners and utilities as shown on the last equalized assessment roll and utilities concerned in the manner and for the time required by law; and

WHEREAS, on November 29, 2021, the Assistant Director of Engineering for the City of Fort Bragg has consulted with PG&E to discuss and observe the proposed underground conversion district No. 6 - Chestnut Street and more particularly described in Attachment 2 attached hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC, to wit,

1. The streets, roads or rights of way in the District are extensively used by the general public and carry a heavy volume of pedestrian or vehicular traffic;
2. The street is considered a major collector as defined in the City's General Plan; and
3. The undergrounding will avoid an unusually heavy concentration of overhead distribution facilities, and

WHEREAS, some \$1,355,848.00 in unallocated utility under-grounding funds are available to the City from the Pacific, Gas and Electric Company; and

WHEREAS, such hearing has been duly and regularly held, and all persons interested have been given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Bragg, that, pursuant to Chapter 12.08 of the Fort Bragg Municipal Code, the above-described area is

hereby declared an Underground Utility District, and is designated as Underground Utility District No. 6 - Chestnut Street of the City of Fort Bragg. Attached hereto, marked Attachment 2 and hereby incorporated as a part of this resolution, is a map delineating the boundaries of said District.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council does hereby fix January 1, 2032 as the date on which affected property owners must be ready to receive underground service, and does hereby order the removal of all poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service within Underground Utility District No. 6 – Chestnut Street on or before May 1, 2032.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Clerk is hereby instructed to notify all affected utilities and all persons owning real property within Underground Utility District No. 6 - Chestnut Street of the adoption of this resolution within ten (10) days after the date of such adoption. Said City Clerk shall further notify said property owners of the necessity that, if they for any person occupying such property desire to continue to receive electric, communication or other similar or associated service, they or such occupant shall, by the date fixed in this resolution, provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location, subject to applicable rules, regulations and tariffs of the respective utility or utilities on file with the Public Utilities Commission of the State of California. Such notification shall be made by mailing a copy of this resolution together with a copy of said Chapter 12.08 of the Fort Bragg Municipal Code, to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that:

Section 1. The public interest requires that all existing overhead communication and electric distribution facilities in such district shall be removed [excepting those poles supporting streetlights or traffic signals], overhead wires and associated overhead structures and installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown in Attachment 2, attached hereto, with such area being designated as the Underground Utility District No. 6 – Chestnut Street, and

Section 2. That the utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in Underground Utility District No. 6 - Chestnut Street and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines, and

Section 3. The electric utility shall use the underground conversion allocation computed pursuant to decisions of the Public Utilities Commission of the State of California for the purpose of providing to each premises in Underground Utility District No. 6 - Chestnut Street requiring it a maximum of one hundred (100) feet of individual electric or communication service trenching and conductor (as well as backfill, paving and conduit, if required) and each other serving utility will provide service trenching and conductor in accordance with its tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the City.

Section 4. The electric utility shall use said underground conversion allowance allocation, for the conversion of electric service panels to accept underground service in the Underground Utility District No. 6 – Chestnut Street, all costs not covered by the electric utility for the installation and maintenance of the conduit and termination box located on, under or within any structure on the premises served, and

Section 5. Each property served from such electric overhead facilities shall have installation in accordance with PG&'s rules for underground service, all electrical facilities changes on the premises necessary to receive service from the underground facilities of PG&E as soon as it is available; and

Section 6. That once all services have been converted from overhead to underground, the PG&E is authorized to discontinue its overhead electric service upon completion of the underground distribution system and all utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in Underground Utility District No. 6 – Chestnut Street, by May 1, 2032.

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 13th day of December 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk



RULE 20 Parcels
Chestnut Street Corridor





CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Phone: (707) 961-2823 Fax: (707) 961-2802
<https://city.fortbragg.com/>

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Fort Bragg will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **Monday, December 13, 2021**. Due to state and county health orders and to minimize the spread of COVID-19, City Councilmembers and staff will be participating in the public hearing by video conference. A link to the meeting will be listed on the first page of the agenda.

The City Council will solicit citizen input regarding the following:

Receive Report, Conduct Public Hearing, and Consider Adoption of City Council Resolution Approving an Underground District for properties located on Chestnut Street between South Main Street and Ebbing Way to remove poles, overhead wires, and associated overhead structures and replace with underground wires and facilities for supplying electric, communication, and other similar associated services.

The hearing will be opened for public participation. All interested persons are invited to appear at that time to present their comments. The public comment period runs from the date this notice is published and mailed until the date of the hearing to allow sufficient time for submission of comments by mail. Written communications must be directed to the City Clerk, 416 N. Franklin Street, Fort Bragg, CA 95437, or emailed to jlemos@fortbragg.com, and received no later than the meeting date.

The Agenda Item Summary and supporting documents that will be considered by the Councilmembers will be available for review at Fort Bragg City Hall and on the City’s website: <https://city.fortbragg.com/> on or after December 8, 2021. At the conclusion of the public hearing, the City Council will consider a decision on the matter.

DATED: November 24, 2021

June Lemos

June Lemos, MMC, City Clerk

POST/PUBLISH: December 2, 2021

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 Notice to be posted in the City Hall Notice Case on December 2, 2021.

June Lemos

June Lemos, MMC, City Clerk



CIUDAD DE FORT BRAGG

Incorporada el 5 de agosto 1889
416 N. Franklin Street, Fort Bragg, CA 95437
Teléfono: (707) 961-2827 Fax: (707) 961-2802
<https://city.fortbragg.com/>

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE DA AVISO de que el Concejo Municipal de la Ciudad de Fort Bragg llevará a cabo una audiencia pública en una reunión regular que se llevará a cabo a las 6:00 pm, o tan pronto como se escuche el asunto, **el lunes 13 de diciembre 2021**. Debido a las órdenes de salud estatales y del condado y para minimizar la propagación de COVID-19, los miembros del Concejo Municipal y el personal participarán en la audiencia pública por videoconferencia. Un enlace a la reunión aparecerá en la primera página de la agenda.


El Ayuntamiento solicitará la opinión de los ciudadanos con respecto a lo siguiente:

Recibir un informe, realizar una audiencia pública y considerar la adopción de la resolución del Concejo Municipal que apruebe un distrito subterráneo para propiedades ubicadas por la calle Chestnut Street entre South Main Street y Ebbing Way para eliminar postes, cables aéreos y estructuras aéreas asociadas y reemplazarlas con cables e instalaciones subterráneas para el suministro de electricidad, comunicaciones y otros servicios asociados similares.

La audiencia estará abierta a la participación del público. Se invita a todas las personas interesadas a participar en ese momento para presentar sus comentarios. El período de comentarios públicos se extiende desde la fecha de publicación y envío por correo de este aviso hasta la fecha de la audiencia para permitir tiempo suficiente para la presentación de comentarios por correo. Comunicaciones por escrito deben dirigirse a la Secretaria de la Ciudad, 416 N. Franklin Street, Fort Bragg, CA 95437, o enviarse por correo electrónico a ilemos@fortbragg.com, y recibirse a más tardar el día de la fecha de la reunión.

El Resumen del tema de la agenda y documentos de respaldo que serán considerados por los Concejales estarán disponibles para su revisión en el Ayuntamiento de Fort Bragg y en el sitio web de la Ciudad: <https://city.fortbragg.com/> a partir del 8 de diciembre 2021. Al concluir la audiencia pública, el Ayuntamiento considerará una decisión al respecto.


FECHA: 24 de noviembre 2021


June Lemos, MMC, Secretaria de La Ciudad

FECHA DE PUBLICACION: 2 de diciembre 2021

ESTADO DE CALIFORNIA)
) ss.
CONDADO DE MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleada de la Ciudad de Fort Bragg y que hice que este Aviso se publicara en mostrador de avisos del Ayuntamiento el 2 de diciembre 2021.


June Lemos, MMC, Secretaria de La Ciudad

**CHAPTER 12.08
UNDERGROUND UTILITY DISTRICTS**

Section

[12.08.010 Definitions](#)

[12.08.020 Public hearing by City Council](#)

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[12.08.100 Notice - procedure](#)

[12.08.110 Notice - completion of work in 30 days](#)

[12.08.120 Expiration of time - City completion - assessment](#)

[12.08.130 Notice of hearing of protests](#)

[12.08.140 Conduct of hearing](#)

[12.08.150 Lien against property - notice - payment](#)

[12.08.160 Responsibility of City](#)

[12.08.170 Extension of time](#)

[12.08.180 Violation - penalty](#)

[12.08.190 Constitutionality](#)

Statutory reference:

Provisions regarding conversion of existing overhead electric and communication facilities to underground locations, see Cal. Streets and Highways Code §§ 5896.1 et seq.

Provisions regarding municipal utility districts, see Cal. Government Code § 38793

12.08.010 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMISSION. The Public Utilities Commission of the State of California.

POLES, OVERHEAD WIRES, AND ASSOCIATED OVERHEAD STRUCTURES. Poles, towers, supports, wires, conductors, guys, stubs, platforms, crossarms, braces, transformers, insulators, cutouts, switches, communication circuits, appliances, attachments, and appurtenances located above-ground within a district and used or useful in supplying electric communication or similar or associated service.

UNDERGROUND UTILITY DISTRICT or DISTRICT. The area in the City within which poles, overhead wires, and associated overhead structures are prohibited as the area is described in a resolution adopted pursuant to the provisions of § [12.08.030](#).

UTILITY. Includes all persons or entities supplying electric, communication, or similar or associated service by means of electrical materials or devices.

(Ord. 382, § 1, passed -- 1969; Am. Ord. 870, § 20, passed 8-25-2008)

12.08.020 PUBLIC HEARING BY CITY COUNCIL.

The City Council may from time to time call public hearings to ascertain whether the public necessity, health, safety, or welfare requires the removal of poles, overhead wires, and associated overhead structures within designated areas of the City and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service. The City Clerk shall notify all affected property owners as shown on the last equalized assessment roll and utilities concerned by mail of the time and place of the hearings at least ten (10) days prior to the date thereof. Each hearing shall be open to the public and may be continued from time to time. At each hearing, all persons interested shall be given an opportunity to be heard. The decision of the City Council shall be final and conclusive.

(Ord. 382, § 2, passed -- 1969)

12.08.030 CITY COUNCIL MAY DESIGNATE UNDERGROUND UTILITY DISTRICTS BY RESOLUTION.

If, after any such public hearing, the City Council finds that the public necessity, health, safety, or welfare requires the removal and the underground installation within a designated area, the City Council shall, by

resolution, declare the designated area an underground utility district and order the removal and underground installation. The resolution shall include a description of the area comprising the district and shall fix the time within which the removal and underground installation shall be accomplished and within which affected property owners must be ready to receive underground service. A reasonable time shall be allowed for the removal and underground installation, having due regard for the availability of labor, materials, and equipment necessary for the removal and for the installation of the underground facilities as may be occasioned thereby.

(Ord. 382, § 3, passed -- 1969)

12.08.040 UNLAWFUL ACTS.

Whenever the City Council creates an underground utility district and orders the removal of poles, overhead wires, and associated overhead structures therein as provided in § [12.08.030](#), it is unlawful for any person or utility to erect, construct, place, keep, maintain, continue, employ, or operate poles, overhead wires, and associated overhead structures in the district after the date when the overhead facilities are required to be removed by the resolution, except as the overhead facilities may be required to furnish service to an owner or occupant of property prior to the performance by the owner or occupant of the underground work necessary for the owner or occupant to continue to receive utility service, for the reasonable time required to remove the facilities after the work has been performed and except as otherwise provided in this chapter.

(Ord. 382, § 4, passed -- 1969)

12.08.050 EXCEPTION - EMERGENCY OR UNUSUAL CIRCUMSTANCES.

Notwithstanding the provisions of this chapter, overhead facilities may be installed and maintained for a period, not to exceed ten (10) days, without authority of the City Council in order to provide emergency service. The City Council may grant special permission, on the terms as the City Council may deem appropriate, in cases of unusual circumstances, without discrimination as to any person or utility, to erect, construct, install, maintain, use or operate poles, overhead wires, and associated overhead structures.

(Ord. 382, § 5, passed -- 1969)

12.08.060 EXCEPTED FACILITIES.

This chapter and any resolution adopted pursuant to § [12.08.030](#), unless otherwise provided in the resolution, shall not apply to the following types of facilities:

- A. Any municipal facilities or equipment installed under the supervision and to the satisfaction of the City Engineer;
- B. Poles or electroliers used exclusively for street lighting;
- C. Overhead wires (exclusive of supporting structures) crossing any portion of a district within which overhead wires have been prohibited, or connecting to buildings on the perimeter of a district, when the wires originate in

an area from which poles, overhead wires, and associated overhead structures are not prohibited;

- D. Poles, overhead wires, and associated overhead structures used for the transmission of electric energy at nominal voltages in excess of 34,500 volts;
- E. Overhead wires attached to the exterior surface of a building by means of a bracket or other fixture and extending from one (1) location on the building to another location on the same building or to an adjacent building without crossing any public street;
- F. Antennae and associated equipment and supporting structures used by a utility for furnishing communication services;
- G. Equipment appurtenant to underground facilities, such as surface mounted transformers, pedestal mounted terminal boxes, meter cabinets and concealed ducts; and
- H. Temporary poles, overhead wires, and associated overhead structures used or to be used in conjunction with construction projects.

(Ord. 382, § 6, passed -- 1969)

12.08.070 NOTICE TO PROPERTY OWNERS AND UTILITY COMPANIES.

- A. Within ten (10) days after the effective date of a resolution adopted pursuant to § [12.08.030](#), the City Clerk shall notify all affected utilities and all persons owning real property within the district created by the resolution of the adoption thereof. The City Clerk shall further notify the affected property owners of the necessity that, if they or any person occupying the property desires to continue to receive electric, communication, or similar or associated service, they or the occupant shall provide all necessary facility changes on their premises so as to receive the service from the lines of the supplying utility or utilities at a new location, subject to applicable rules, regulations, and tariffs of the respective utility or utilities on file with the Commission.
- B. Notification by the City Clerk shall be made by mailing a copy of the resolution adopted pursuant to § [12.08.030](#), together with a copy of this chapter, to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

(Ord. 382, § 7, passed -- 1969)

12.08.080 RESPONSIBILITY OF UTILITY COMPANIES.

If underground construction is necessary to provide utility service within a district created by any resolution adopted pursuant to § [12.08.030](#), the supplying utility shall furnish that portion of the conduits, conductors, and associated equipment required to be furnished by it under its applicable rules, regulations, and tariffs on file with the Commission.

(Ord. 382, § 8, passed -- 1969)

12.08.090 RESPONSIBILITY OF PROPERTY OWNERS.

Every person owning, operating, leasing, occupying, or renting a building or structure within a district shall perform construction and provide that portion of the service connection on his or her property between the facilities referred to in § [12.08.080](#) and the termination facility on or within the building or structure being served, all in accordance with applicable rules, regulations, and tariffs of the respective utility or utilities on file with the commission. If the above is not accomplished by any person within the time provided for in the resolution enacted pursuant to § [12.08.030](#), the City Engineer shall give notice in writing to the person in possession of the premises, and a notice in writing to the owner thereof as shown on the last equalized assessment roll, to provide the required underground facilities within ten (10) days after receipt of the notice.

(Ord. 382, § 9(A), passed -- 1969)

12.08.100 NOTICE - PROCEDURE.

The notice to provide the required, underground facilities may be given either by personal service or by mail. In case of service by mail on either of the persons, the notice must be deposited in the United States mail in a sealed envelope with postage prepaid, addressed to the person in possession of the premises at the premises, and the notice must be addressed to the owner thereof as the owner's name appears, and must be addressed to the owner's last known address as the same appears on the last equalized assessment roll, and when no address appears, to "General Delivery, City of Fort Bragg." If notice is given by mail, the notice shall be deemed to have been received by the person to whom it has been sent within 48 hours after the mailing thereof. If notice is given by mail to either the owner or occupant of the premises, the City Engineer shall, within 48 hours after the mailing thereof, cause a copy thereof, printed on a card not less than 8 inches x 10 inches in size, to be posted in a conspicuous place on the premises.

(Ord. 382, § 9(B), passed -- 1969)

12.08.110 NOTICE - COMPLETION OF WORK IN 30 DAYS.

The notice given by the City Engineer to provide the required underground facilities shall particularly specify what work is required to be done and shall state that if the work is not completed within thirty (30) days after receipt of the notice, the City Engineer will provide the required underground facilities, in which case the cost and expense thereof will be assessed against the property benefited and become a lien upon the property.

(Ord. 382, § 9(C), passed -- 1969)

12.08.120 EXPIRATION OF TIME - CITY COMPLETION - ASSESSMENT.

If upon the expiration of the thirty (30)-day period, the required underground facilities have not been provided, the Director of Public Works or City Engineer shall forthwith proceed to do the work; provided, however, if such premises are unoccupied and no electric or communications services are being furnished thereto, the Director of

Public Works or City Engineer shall, in lieu of providing the required underground facilities, have the authority to order the disconnection and removal of any and all overhead service wires and associated facilities supplying utility service to the property. Upon completion of the work by the Director of Public Works or City Engineer, he or she shall file a written report: with the City Council setting forth the fact that the required underground facilities have been provided and the cost thereof, together with a legal description of the property against which such cost is to be assessed. The City Council shall thereupon fix a time and place for hearing protests against the assessment of the cost of such work upon such premises, which time shall not be less than ten (10) days thereafter.

(Ord. 873, § 26, passed 8-25-2008)

12.08.130 NOTICE OF HEARING OF PROTESTS.

The Director of Public Works or City Engineer shall forthwith, upon the time for hearing such protests having been fixed, give a notice in writing to the person in possession of such premises and a notice in writing thereof to the owner thereof in the manner hereinabove provided for the giving of the notice to provide the required underground facilities in § [12.08.100](#), of the time and place that the City Council will pass upon such report and will hear protests against such assessment. Such notice shall also set forth the amount of the proposed assessment.

(Ord. 873, § 27, passed 8-25-2008)

12.08.140 CONDUCT OF HEARING.

Upon the date and hour set for the hearing of protests, the City Council shall hear and consider the report and all protests, if there be any, and then proceed to affirm, modify, or reject the assessment.

(Ord. 382, § 9(F), passed -- 1969)

12.08.150 LIEN AGAINST PROPERTY - NOTICE - PAYMENT.

If any assessment is not paid within five (5) days after its confirmation by the City Council, the amount of the assessment shall become a lien upon the property against which the assessment is made by the Director of Public Works or City Engineer. The Director of Public Works or City Engineer is directed to turn over to the Assessor and Tax Collector a notice of lien on each of the properties on which the assessment has not been paid and the Assessor and Tax Collector shall add the amount of the assessment to the next regular bill for taxes levied against the premises upon which the assessment was not paid. The assessment shall be due and payable at the same time as the property taxes are due and payable, and if not paid when due and payable, shall bear interest at the rate as determined by resolution of the City Council.

(Ord. 873, § 28, passed 8-25-2008)

12.08.160 RESPONSIBILITY OF CITY.

The City shall remove, at its own expense, all City-owned equipment from all poles required to be removed hereunder in ample time to enable the owner or user of the poles to remove the same within the time specified in the resolution enacted pursuant to § [12.08.030](#).

(Ord. 380, § 10, passed -- 1969)

12.08.170 EXTENSION OF TIME.

In the event that any act required by this chapter or by a resolution adopted pursuant to § [12.08.030](#) cannot be performed within the time provided on account of shortage of materials, war, restraint by public authorities, strikes, labor disturbances, civil disobedience, or any other circumstances beyond the control of the actor, then the time within which the act will be accomplished shall be extended for a period equivalent to the time of the limitation.

(Ord. 382, § 11, passed -- 1969)

12.08.180 VIOLATION - PENALTY.

It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter. Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable as provided in Chapter 1.12.

(Ord. 874, § 32, passed 8-25-2008)

12.08.190 CONSTITUTIONALITY.

If any section, subsection, sentence, clause, or phrase of this chapter, is for any reason held to be invalid, the decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have adopted the chapter and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

(Ord. 382, § 13, passed -- 1969)

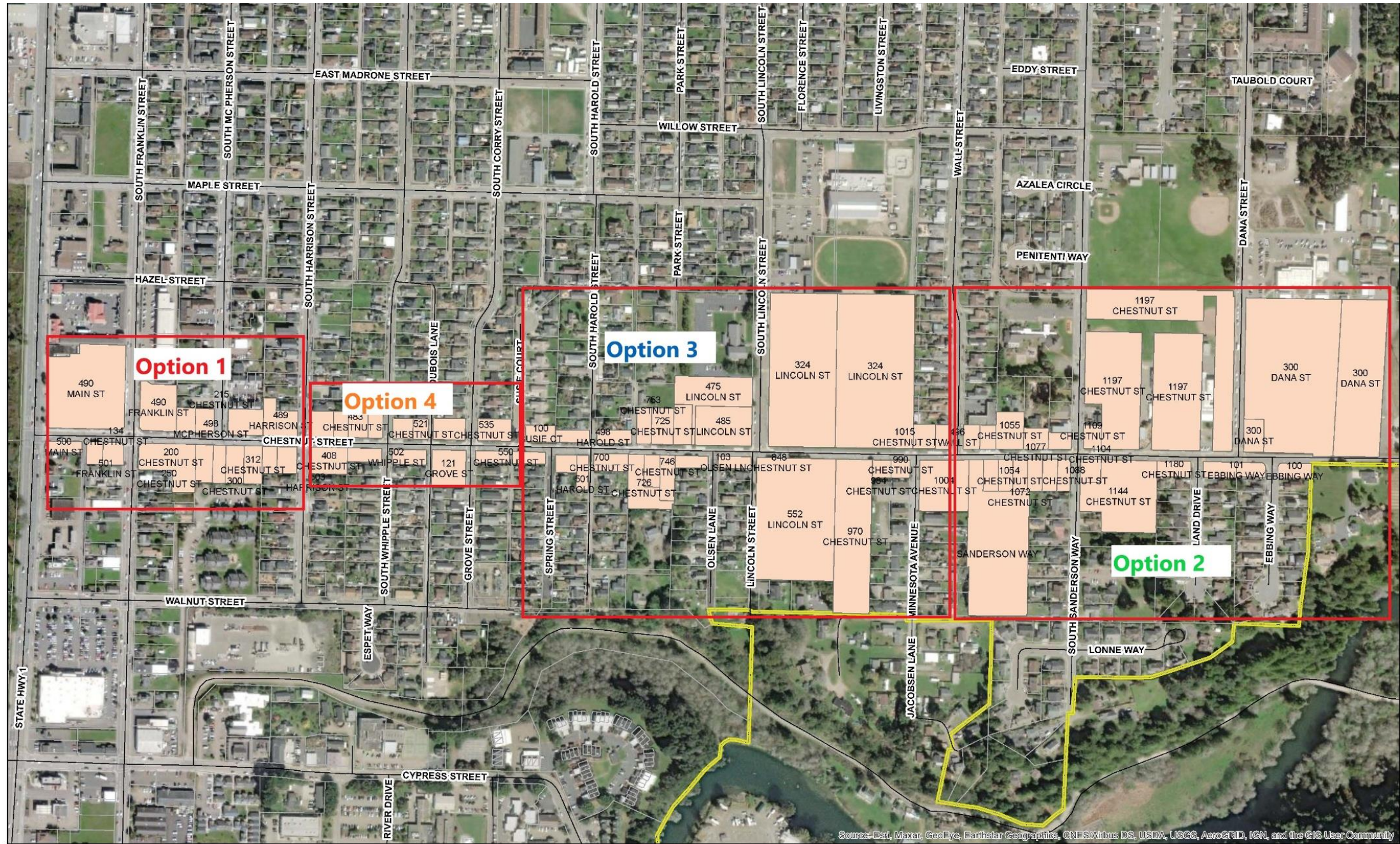


UNDERGROUND DISTRICT NO. 6

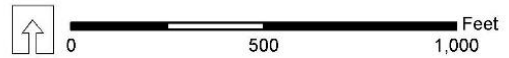
What community should know about Rule 20A

BACKGROUND

- Discussions of a Rule 20A project began September 2021 following contact by PG&E Staff regarding “in-active” status
- No Reallocation letter received to date for current credits
- City Staff met with PG&E on December 2, 2021 for a site walk to;
 - Verify that the project qualifies under the Rule 20A Tariff;
 - determine the potential operational and other impacts (possible riser pole location sites) of the proposed boundary and suggest modifications if necessary;
 - PG&E determined the community allocation account does not have adequate credits to move forward with the whole project and recommended a phased approach.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
 Feature and boundary locations depicted are approximate only. 11-19-21



**RULE 20 Parcels
 Chestnut Street Corridor**



CHALLENGES



- The RULE 20 program is undergoing changes in guidance by the California Public Utilities Commission (CPUC), so there are many unknowns at this time.
- Every transformer on a pole that is undergrounded requires either acquisition of easements for placement of pad-mount transformers above ground on private property or placement in public right-of-way via a sub-surface vault which requires payment from City of a 1 time fee per transformer.
- Environmental Issues (cultural resources, groundwater, endangered species, contamination, etc.)
- Streetlights are owned by PG&E

CHALLENGES

- Utility Coordination
- ADA Upgrades
- Value of Credits vs. Inflation
- Cost of individual Panel Service Modification
- 100' of Service Trench per customer
- Electric Panel Conversion Reimbursement (include in total cost to be covered for all panel conversions or individual reimbursement)
 - See Section 3 & 4 of the “NOW, THEREFORE, BE IT FURTHER RESOLVED” section of the resolution



RESOLUTION EXCERPTS

Section 3. The electric utility shall use the underground conversion allocation computed pursuant to decisions of the Public Utilities Commission of the State of California for the purpose of providing to each premises in Underground Utility District No. 6 - Chestnut Street requiring it a maximum of one hundred (100) feet of individual electric or communication service trenching and conductor (as well as backfill, paving and conduit, if required) and each other serving utility will provide service trenching and conductor in accordance with its tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the City.

Section 4. The electric utility shall use said underground conversion allowance allocation, for the conversion of electric service panels to accept underground service in the Underground Utility District No. 6 – Chestnut Street, all costs not covered by the electric utility for the installation and maintenance of the conduit and termination box located on, under or within any structure on the premises served,

CHAPTER 12.08 OF THE FBMC ESTABLISHES;

- Once Council creates the underground utility district and orders the removal of overhead facilities, it is unlawful for any person or utility to erect, construct, place, keep, maintain, continue, employ, or operate poles, overhead wires, and associated overhead structures in the district.
- Exception- overhead facilities may be installed and maintained for a period, not to exceed ten (10) days, without authority of the City Council in order to provide emergency service or when deemed by Councils special permission under unusual circumstances.
- Persons owning affected properties shall construct (have constructed) the portion of the service connection on their property to the facilities in accordance with utility regulations.

TIMELINE

- 12.08 also requires the City establish a timeline under which the underground installation shall be accomplished.
- Rule 20As normally take 5-7 years from onset of planning to removal of poles.
- Staff is proposing a 10 year horizon, Council should provide direction on whether its achievable to have undergrounded the whole district in that timeframe or only one segment if we choose a phased approach.

RECOMMENDATION

- Determine if the phased approach is appropriate and direct staff which optional section of the district is preferred;
- Concur on the Electric Panel Conversion Reimbursement cost will be covered from the Rule 20A funds as proposed in the resolution;
- Define the completion horizon;
- Identify funding sources for budget purposes

ALTERNATE ACTION(S)

- Open and Continue the Public Hearing to a date certain in order to obtain additional information, or
- Wait until we receive the 90-day notice regarding potential reallocation and establish a district at that time, or
- Decide not to designate and direct staff to allow expiration of RULE 20 Work Credits.

From: [Linda Jo Stern](#)
To: [Lemos, June](#)
Subject: Public hearing
Date: Thursday, December 2, 2021 4:53:59 PM

Good afternoon, June. I just wanted to submit a positive comment for the public hearing that is to be held regarding the removal of wires and poles on Chestnut Street. I think this is a wonderful plan. It will allow for more space on the sidewalks and roadways and will improve the look of this main thoroughfare and will also improve the safety of the area by having the wires be put underground. We live right off Chestnut and would welcome this improvement.

Thank you.

Linda Jo

Linda Jo Stern, MPH
617-435-8412 (mobile)

From: linkhart@mcn.org
To: [Lemos, June](#)
Cc: lharvey@mcn.org
Subject: Underground District on Chestnut Street
Date: Sunday, December 12, 2021 5:37:16 PM

Hello City Clerk Lemos;

My wife and I own property at 501 S. Franklin St. at the corner of Chestnut, in the Option 1 area of the proposed Underground District. We appreciate the work the city has been doing in recent years to improve the safety along Chestnut Street, especially in relation to pedestrian and bicycle use. Removing overhead lines (and the poles supporting them which crowd the street) continues this effort and we think that's a good thing. It's too bad it costs so much to do this kind of work, as it would be nice to complete all of the options rather than having to just choose one!

We don't have strong feelings about which option would merit the highest priority, and I'm sure there are more considerations that haven't occurred to us about each one. However, it does seem that options 2 through 4, being closer to the schools and therefore having more student pedestrian and bicycle traffic than in the option 1 area, might be of higher priority, and of these, option 3 from Susie Court to Wall Street, with three poles actually out in the street and another at its edge on the north side might deserve to be the first choice. While there are many more poles crowding the street on the south side in all of the option areas, it is obvious that pedestrian and bicycle use is encouraged on the north side with its wider sidewalk, and getting those four poles out of the way on the north side in option 3 would improve safety there.

Thank you for this opportunity to comment on the proposed Underground District, and good luck making your choice!

David Linkhart and Lisa Harvey

From: [Jacob Patterson](#)
To: [Lemos, June](#); [Munoz, Cristal](#)
Cc: [O'Neal, Chantell](#)
Subject: Public Comment -- 12/13/21 CC Mtg., Item No. 7A, Undergrounding District
Date: Friday, December 10, 2021 10:06:27 AM

City Council,

I am excited to see forward progress on undergrounding more of our existing above-ground infrastructure and agree that Chestnut Street is the highest priority. I encourage the City to develop and adopt City-wide undergrounding policies as well, which are different from an undergrounding district. It is too bad that this work couldn't have been done in conjunction with the Chestnut Street project but it will allow for another step in the right direction for that important corridor. I encourage the City to incorporate additional ADA accessibility improvements as part of any implementing work on this project.

Moreover, I support all staff recommendations and encourage the City Council to direct staff to approach the implementation phases in the numerical order shown in the staff report, with the first portion at the highest-visibility location closest to Main Street. If a different order is selected, I would start with Area 2 at the east end of Chestnut.

Regards,

--Jacob



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Text File

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Receive Report and Provide Direction to Staff on Comprehensive Updates to Commercial Cannabis Policy



AGENCY: City Council
MEETING DATE: December 13, 2021
DEPARTMENT: Community Development
PRESENTED BY: H. Gurewitz
EMAIL ADDRESS: HGurewitz@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Provide Direction to Staff on Comprehensive Commercial Cannabis Policy

ISSUE:

On May 3, 2021, May 10, 2021, and May 20, 2021, the City Council provided direction to staff on zoning for Commercial Cannabis Cultivation and Cannabis Microbusinesses in the City of Fort Bragg.

On September 27, 2021, the City Council approved an urgency ordinance placing a 45-day moratorium on the approval of applications and permits for cannabis dispensaries in the inland zoning area. The purpose of the moratorium was to allow the City Council to revisit the current policies and regulations for cannabis dispensaries in the commercial zones of the City.

In the City Manager's September 27th Staff Report, the moratorium was proposed to allow Council to consider the following updates to the City's Cannabis Code:

- Resolve potential conflicts with residential uses
- Define what constitutes a "youth center" and if a buffer of more or less than 600 feet is appropriate for Fort Bragg
- Clarify the previous direction given on zoning for cannabis microbusinesses;
- Resolve concerns about overconcentration of cannabis dispensaries in the Central Business District (CBD) (a limit on the number allowed or a required buffer between dispensaries)
- Consider whether cannabis dispensaries should be limited in where they are allowed in the CBD or any other district where allowed

On October 25, 2021, the City Council provided the following direction to staff:

- Limit the number of cannabis dispensaries in the CBD to three (3)
- Cannabis Dispensaries to be allowed by right through an administrative permit process
- Applications to be considered on a points basis instead of first come first serve
- City will use the state's definition of youth center
- Cannabis dispensaries will not be allowed within 100 ft. of a school/youth center
- The buffer zone will be measured from parcel line to parcel line

The City Council has provided direction on City's commercial cannabis policies and staff has drafted updates (Attachment 1) to Municipal Code 9.30, the Inland Land Use and Development Code (Attachments 2 and 3) to incorporate this feedback. Staff is requesting that the City Council review the draft updates and confirm that their intentions are correctly captured or provide additional changes.

ANALYSIS:

The only change that has not been incorporated to the proposed updates is the Council's request that a checklist be incorporated into the approval process for a dispensary. This is because the checklist has been a cause for concern of legal counsel in regard to "due process." However, one alternative that the City Council may wish to incorporate into the City's cannabis-related codes is an equity program which could potentially be written to achieve the intended goal of the checklist.

Staff requests confirmation that the draft language expresses the Council's intention for cannabis policy, and if not, requests additional direction.

In addition to the draft provided by staff, the Golden Gate University (GGU) Cannabis Law Clinic provided some suggestions to include in the City's code including language for an equity program that may also meet the intentions of the City Council (see Attachment 4). Should Council wish to include any of the provisions suggested by GGU, the code will require additional modifications.

RECOMMENDED ACTION:

Provide direction to staff as to whether to proceed with drafting an ordinance to implement the codes as attached or provide additional changes.

ALTERNATIVE ACTION(S):

Provide alternative direction.

FISCAL IMPACT:

Staff will draft changes requested which will be further reviewed by the City's legal team and then move to prepare an Initial Study on the proposed ordinance. The fiscal impact at this time is expected to be less than \$10,000 in total in legal and CEQA consultant fees.

GREENHOUSE GAS EMISSIONS IMPACT:

The proposed ordinance will not have impacts on Greenhouse Gas Emissions.

CONSISTENCY:

A consistency analysis with the Inland General Plan will be completed upon final direction for an ordinance.

IMPLEMENTATION/TIMEFRAMES:

If Council provides direction to move forward with the draft updates, as is, staff will draft the ordinance and complete the initial study for review under the California Environmental Quality Act (including 30-day public review period), present the proposed ordinance to the

City of Fort Bragg Planning Commission for recommendation to the City Council, and then bring the ordinance back to City Council for introduction and adoption. It is estimated that the process could be completed and the new ordinance would take effect sometime in May of 2022.

ATTACHMENTS:

1. Draft Updates to Municipal Code Chapter 9.30
2. Draft Updates to Title 18 Inland Land Use and Development Code Chapter 2 Land Use Tables
3. Draft Updates to Title 18 Inland Land Use and Development Code Chapter 4 Specific Land Use Standards
4. Suggested Language from Golden Gate University Cannabis Law Clinic

NOTIFICATION:

1. Brandy Moulton
2. Hrant Ekmekjian
3. Chelsea Haskins
4. Danny Schultz
5. Brittany Biesterfeld
6. Cannabis Notify Me subscriber list

DRAFT CHAPTER 9.30 CANNABIS BUSINESSES

Section

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- [9.30.020 Definitions](#)
- [9.30.030 Limitations on use](#)
- [9.30.040 Cannabis businesses permit](#)
- [9.30.050 Applications](#)
- [9.30.060 Time limit for filing application for permit](#)
- [9.30.070 Term of permits and renewals](#)
- [9.30.080 Fees](#)
- [9.30.090 Public safety review and action on application](#)
- [9.30.100 Grounds for denial of application](#)
- [9.30.110 Appeal from Community Development Department decision to deny application](#)
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- [9.30.130 Operating requirements](#)
- [9.30.140 Commercial cannabis cultivation](#)
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- [9.30.190 Suspension and revocation – notice](#)
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- [9.30.210 Suspension and revocation – appeals](#)
- [9.30.220 Suspension or revocation without hearing](#)
- [9.30.230 Separate offense for each day](#)
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- [9.30.260 Civil injunction](#)
- [9.30.270 Administrative remedies](#)
- [9.30.280 Severability](#)

9.30.010 PURPOSE AND INTENT.

It is the purpose and intent of this chapter to regulate cannabis businesses in order to promote the health, safety, morals, and general welfare of the residents and businesses within the City.

9.30.020 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

APPLICANT. A person who is required to file an application for a permit under this chapter, including an individual owner, managing partner, officer of a corporation, or any other agent of a cannabis business.

CANNABIS. All parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus *Cannabis* that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not, including the seeds thereof. “Cannabis” also means cannabis as defined by § [11018](#) of the Health and Safety Code and by other state law. “Cannabis” does not mean “industrial hemp” as defined by § [11018.5](#) of the Health and Safety Code.

CANNABIS BUSINESS. An entity engaged in the cultivation, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products for commercial purposes.

CANNABIS MANUFACTURING. The production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

CANNABIS OPERATOR or **OPERATOR.** The person or entity that is engaged in the conduct of any commercial cannabis business.

CANNABIS PRODUCT. Cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

CANNABIS RETAIL. A cannabis business where cannabis or cannabis products are offered, either individually or in any combination, for retail sale directly to customers. The primary use of a cannabis retail business is to sell products directly to on-site customers. Sales may also be conducted by delivery. Also known as a cannabis “dispensary.”

CANNABIS RETAIL – DELIVERY ONLY. A cannabis business that is closed to the public and conducts sales exclusively by delivery.

CHIEF OF POLICE. The Chief of Police of the City of Fort Bragg or the authorized representatives thereof.

CLONE. A portion of a stem that is cut from a parent plant and induced to form roots by chemical, mechanical, or environmental manipulations.

COMMERCIAL CANNABIS CULTIVATION. The planting, growing, and harvesting of cannabis plants that are intended to be transported, processed, distributed, dispensed, delivered or sold.

COMMUNITY DEVELOPMENT DIRECTOR. The Director of the Community Development Department of the City of Fort Bragg or the authorized representatives thereof.

EDIBLE CANNABIS PRODUCT. A cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with § [32501](#)) of the Food and Agricultural Code.

FULLY ENCLOSED AND SECURE STRUCTURE (FESS). A building or a space within a building that complies with the California Building Code, that has a complete roof enclosure supported by

connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through 1 or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement. If indoor grow lights or air filtration systems are used, they must comply with all applicable building, electrical, and fire codes.

GREENHOUSE. A completely enclosed structure whose structure members are made of pre-formed, rigid construction materials. The walls, roof, and ends are typically covered using a transparent material, often glass, that is fixed in place and which allows solar radiation to penetrate the surface and affect the growing environment of the plants inside.

HOOP HOUSE. A structure with structure members made of flexible and somewhat rigid construction materials, typically PVC pipe or similar material. The ends may be covered or left open and the material covering the structural members is readily removable and is typically removed and re-affixed frequently.

IMMATURE PLANT or IMMATURE. A cannabis plant that has a first true leaf measuring greater than one-half (0.5) inch long from base to tip (if started from seed) or a mass of roots measuring greater than one-half (0.5) inch wide at its widest point (if vegetatively propagated), but which is not flowering.

INDOORS or INDOOR CULTIVATION. The cultivation of cannabis within a fully enclosed and secure structure. This includes mixed-light or greenhouse cultivation within a fully enclosed and secure structure.

MATURE PLANT or MATURE. A cannabis plant that is flowering.

MULTI-TIER CULTIVATION. A cultivation that uses interior fixtures or shelving to cultivate multiple levels of plants within a FESS.

NURSERY. All activities associated with producing clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis.

OUTDOOR or OUTDOOR CULTIVATION. Any cultivation that is not within a fully enclosed and secure structure. This includes hoop houses, and other structures that do not meet the definition of a fully enclosed and secure structure.

PERMITTEE. A person who holds an effective and current permit under this chapter.

PROCESS and PROCESSING. All activities associated with the drying, curing, grading, trimming, rolling, storing, packaging, and labeling of cannabis or non-manufactured cannabis products.

RETAIL CANNABIS – DELIVERY ONLY. The commercial transfer of cannabis or cannabis products to a consumer. “Delivery” also includes the use of any technology platform owned and controlled by a cannabis business operator that enables customers to arrange for or facilitate the commercial transfer by a permitted cannabis retail facility.

VOLATILE SOLVENT. Any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

9.30.030 LIMITATIONS ON USE.

A. *Compliance with City Code.* Cannabis businesses shall only be allowed in compliance with this chapter and all applicable regulations promulgated by the City of Fort Bragg, including but not limited to all regulations governing building, grading, plumbing, septic, electrical, fire, hazardous materials, nuisance, and public health and safety.

B. *Compliance with State Laws and Regulations.* Cannabis businesses shall comply with all applicable state laws and regulations, as may be amended, including all permit, approval, inspection, reporting and operational requirements, imposed by the state and its regulatory agencies having jurisdiction over cannabis and/or cannabis businesses. All cannabis businesses shall comply with the rules and regulations for cannabis as may be adopted and as amended by any state agency or department including, but not limited to, the Bureau of Cannabis Control, the Department of Food and Agriculture, the Department of Public Health, the Department of Pesticide Regulation, and the Board of Equalization.

C. Cannabis businesses shall provide copies of state, regional and local agency permits, approvals or certificates upon request by the City to serve as verification for such compliance.

D. Cannabis business permits are only valid for 1 year from date of issue but may be renewed as set forth in this chapter.

E. Cannabis business permits are discretionary and valid only for the cannabis business activities specified on the approved permit.

9.30.040 CANNABIS BUSINESSES PERMIT.

A. It shall be unlawful for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the City the commercial cultivation, processing, manufacture, distribution or retail sale of cannabis without a valid cannabis business permit from the City and a license from the State of California as herein required.

B. Cannabis businesses shall not be established or maintained except as authorized by the Inland Land Use and Development Code and/or the Coastal Land Use and Development Code, as applicable.

C. *Dual Licensing.* State law requires dual licensing at the state and local level for cannabis businesses. All cannabis operators shall therefore be required to obtain a cannabis license from the State of California, and shall comply at all times with all applicable state licensing requirements and conditions. Cannabis businesses shall not be allowed to commence operations until the cannabis business can demonstrate that all necessary state licenses and agency permits have been obtained.

D. Failure to demonstrate dual licensing in accordance with this chapter shall be grounds for revocation of City approval. Revocation of a local permit and/or a state license shall terminate the ability of the cannabis business to operate until a new permit and/or state license is obtained.

9.30.050 APPLICATIONS.

Any application for a cannabis business permit shall be filed with the Community Development Department and may be filed concurrently with an application for a conditional use permit or a business license application. The application shall be made under penalty of perjury. Any application for a cannabis business permit shall include the following information:

- A. The full name, present address, and telephone number of the applicant;
- B. The address to which notice of action on the application and all other notices are to be mailed;
- C. Previous addresses for the past 5 years immediately prior to the present address of the applicant;
- D. Written proof that the applicant is over 21 years of age;
- E. Photographs for identification purposes (photographs shall be taken by the Police Department);
- F. A copy of all the applicant's valid state cannabis license(s) or copy of the complete pending cannabis application(s) related to the permit;
- G. The cannabis business history of the applicant, including whether the applicant, in previously operating in any city, county, or state under permit, has had a permit revoked or suspended and, if so, the reason therefor;
- H. The name or names of the person or persons having the management or supervision of the cannabis business;
- I. Whether the person or persons having the management or supervision of the cannabis business have been convicted of a crime(s), the nature of the offense(s), and the sentence(s) received therefor;
- J. A security plan ensuring the safety of employees and visitors from criminal activity, including theft and unauthorized entry;
- K. A sketch or diagram showing the interior configuration of the premises, including a statement of the total floor area occupied by the cannabis business and the purpose and security of each room or area of operation;
- L. A diagram illustrating the use and coverage of security cameras, security lighting, and necessary access restrictions;
- M. A notarized statement by the property owner certifying under penalty of perjury that he or she has given consent to the applicant to operate a cannabis business at the location, or providing proof that the applicant owns the property;
- N. Detailed operating procedures, which shall include the following:
 - 1. Proposed hours of operation;

2. How the business will comply with applicable state regulations;
3. Product safety and quality assurances;
4. Record keeping procedures;
5. Product recall procedures;
6. A solid waste disposal plan, with certification that waste transport entities and disposal facilities have agreed to haul and receive solid waste produced by the cannabis business;
7. Product supply chain information (cultivation, testing, transportation, manufacturing, packaging and labeling, etc.);
8. An odor prevention plan, illustrating how the cannabis business will be consistent with § 17.30.080(J) and/or § 18.30.080(J). The odor prevention plan may include an odor absorbing ventilation and exhaust system or other measures to ensure the use does not produce odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; and
9. Other information as required by the Community Development Director or the Chief of Police as necessary to ensure the project's compliance with local, state and federal regulations;

O. Applications for a permit to conduct commercial cannabis cultivation shall include the following additional elements:

1. Drawings and plan specifications for the exact location and exact size of the fully enclosed and secure structure where any cannabis will be cultivated including seeds, clones, immature, and mature plants. Specifications shall include any plans for multi-tier cultivation;
2. A water usage plan that indicates the planned source of water, month by month annual usage in gallons, and any plans for water conservation which may include water recycling, on-site water storage, development of a well, or use of reclaimed City water;
3. An energy plan that indicates the estimated monthly energy usage in kilowatt-hours, the source(s) of energy, and any planned energy conservation practices including plans that utilize natural sunlight, solar panels, LED lighting, a community choice aggregate energy provider, or other methods to reduce energy consumption; and
4. Any other information required by the Community Development Department;

P. Authorization for the City, its agents and employees to seek verification of the information contained within the application; and

Q. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

9.30.060 TIME LIMIT FOR FILING APPLICATION FOR PERMIT.

If the applicant has completed the application improperly, or if the application is incomplete, the Community Development Director shall, within 30 days of receipt of the original application, notify the applicant of the fact and, on request of the applicant, grant the applicant an extension of time of 30 days or more to submit a complete application.

9.30.070 TERM OF PERMITS AND RENEWALS.

Cannabis business permits issued under this chapter shall expire 1 year following their issuance. Cannabis business permits may be renewed by the Community Development Director for additional 1-year periods upon application by the permittee, unless the permit is suspended or revoked subject to § [9.30.200](#). Applications for renewal shall be made at least 45 days before the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in § [9.30.080](#). When made less than 45 days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on as provided herein for action upon applications for permits. The Chief of Police may recommend to deny an application for renewal based on any of the grounds referenced in §§ [9.30.100](#) and [9.30.200](#). An applicant aggrieved by the Community Development Director's decision to deny a renewal of a cannabis business permit may appeal pursuant to § [9.30.110](#).

9.30.080 FEES.

Every application for a cannabis business permit or renewal shall be accompanied by a nonrefundable fee, as established by resolution adopted by the City Council from time to time. This application or renewal fee is in addition to fingerprinting, photographing, and background check costs and shall be in addition to any other permit fee imposed by this code or other governmental agencies. Fingerprinting, photographing, and background check fees will be as established by resolution adopted by the City Council from time to time.

- A. The fee schedule is intended to allow recovery of all costs incurred by the City in processing permit applications to the maximum extent allowed by the law.
- B. *Timing of Payment.* No application shall be deemed complete, and processing shall not commence on any application until all required fees or deposits have been paid. Failure to timely pay supplemental requests for payment of required fees and/or deposits shall be a basis for denial or revocation of any permit.
- C. *Refunds and Withdrawals.* Application fees cover City costs for public hearings, mailings, staff time, and the other activities involved in processing applications. Therefore, no refund due to a disapproval shall be allowed. In the case of a withdrawal, the Director shall have the discretion to authorize a partial refund based upon the prorated costs to date and the status of the application at the time of withdrawal.

9.30.090 PUBLIC SAFETY REVIEW AND ACTION ON APPLICATION.

After the application is deemed complete and the fees or deposits have been collected, the Community Development Director will send the completed application to the Chief of Police for public safety review. The Chief of Police or his designee shall conduct a background check of the applicant and conduct a public safety review of the proposed project. After the background checks

and public safety review are complete, the Chief of Police or his designee shall formally recommend either approval or denial of the application.

If an application is recommended for denial by the Chief of Police or his designee, the Community Development Director shall not approve the application. The applicant will be notified by a letter sent by certified mail and will have 30 days to modify the existing application. If the application is not modified within 30 days and the applicant has not requested more time, it will be denied by the Community Development Director.

The Chief of Police or his designee may recommend conditional approval of an application with specific requirements that the applicant shall meet. The Community Development Director will require the fulfillment of the conditions prior to final issuance of the permit.

9.30.100 GROUNDS FOR DENIAL OF APPLICATION.

The grounds for a denial of a cannabis business permit application shall be 1 or more of the following:

- A. The business or conduct of the business at a particular location is prohibited by any local or state law, statute, rule, or regulation;
- B. The applicant has violated any local or state law, statute, rule, or regulation respecting a cannabis business;
- C. The applicant has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application for a permit;
- D. The applicant, owner, or permittee has a criminal history that falls under the Business and Professions Code § [26057](#)(b)(4), (5), (6) or (7) with the exception of criminal activity that falls under Business and Professions Code § [26059](#);
- E. The applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices;
- F. The applicant is under 21 years of age;
- G. The cannabis business does not comply with Title [17](#), Coastal Land Use Development Code, or Title [18](#), Inland Land Use and Development Code;
- H. The required application or renewal fees have not been paid; or
- I. The applicant's plan fails to comply with § [9.30.130](#) and, if applicable, § [9.30.140](#) or § [9.30.150](#).

9.30.110 APPEAL FROM COMMUNITY DEVELOPMENT DEPARTMENT DECISION TO DENY APPLICATION.

The Community Development Director shall cause a written notice of decision to deny a cannabis business permit application to be mailed to the applicant by certified U.S. mail, postage prepaid, return receipt requested, to the address provided by the applicant for sending of notices. An

applicant aggrieved by the decision to deny an application may appeal the decision in accordance with the procedures described in Chapter [1.08](#). If an appeal is not taken within such time (15 days), the Community Development Director's decision shall be final.

9.30.120 PROCESSING OF CANNABIS BUSINESS PERMIT.

If an application is recommended for approval by the Chief of Police, it shall be reviewed by the Community Development Director for:

- A. Compliance with other required permits or licenses necessary prior to operation;
- B. Compliance with all rules, regulations, ordinances and requirements of the City, including but not limited to § [9.30.130](#) and, if applicable, § [9.30.140](#); and
- C. Compliance with the California Environmental Quality Act.

9.30.130 OPERATING REQUIREMENTS.

A cannabis business shall meet the following operating requirements for the duration of the use:

- A. The design, location, size and operating characteristics of the cannabis business shall comply with the findings and conditions of any applicable discretionary permit obtained for its operation;
- B. A cannabis business use shall maintain a current register of the names of all current owners and all current employees who will be on the premises;
- C. Individuals not listed as employees, owners, or managers of the business shall not be permitted in nonpublic areas of the business;
- D. The building entrance to a cannabis business shall be clearly and legibly posted with a notice indicating that persons under the age of 21 are precluded from entering the premises unless they are a qualified patient or a primary caregiver and they are in the presence of their parent or legal guardian;
- E. No cannabis business shall hold or maintain a license from the State Department of Alcoholic Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the cannabis business use;
- F. A cannabis business shall provide adequate security on the premises, including lighting and alarms, to ensure the safety of employees and visitors from criminal activity, including theft and unauthorized entry; and
- G. A cannabis business shall provide the Chief of Police and Fire Chief with the name, phone number, and facsimile number of an on-site community relations staff person to whom one can provide notice if there is an emergency or there are operating problems associated with the cannabis business. The cannabis business management shall make every good faith effort to encourage residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the Police or Community Development Department.

H. Any cannabis business shall not be located within 100 feet of a school providing instruction in kindergarten or any grades 1 through 12, a child day care center or facility as defined in Article 10, or a youth center as defined in the State of California Health and Safety Code Section 11353.1(a)(2). The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of the school/youth center to the closest property line of the lot on which the cannabis business is located.

9.30.140 COMMERCIAL CANNABIS CULTIVATION.

A. Commercial cannabis shall be cultivated only in a fully enclosed and secured structure (FESS). Commercial cannabis cultivation that occurs within a greenhouse that meets the criteria for a FESS shall not be visible from any public right-of-way.

B. Commercial cannabis cultivation shall be reviewed for compliance with the California Environmental Quality Act.

C. Commercial cannabis cultivation shall utilize on-site water recycling practices.

D. Commercial cannabis cultivation shall either enroll in a community choice aggregate energy provider or install solar panels.

9.30.150 Retail Cannabis Requirements.

A. Employees. The cannabis operator shall maintain a current register of the names of all employees employed by the cannabis retailer, and shall disclose such register for inspection by any City officer or official for purposes of determining compliance with the requirements of this Section and/or any project specific conditions of approval prescribed in the Minor Use Permit.

B. Recordkeeping. The cannabis operator shall maintain patient and sales records in accordance with State law.

C. Photo identification. No person shall be permitted to enter a cannabis retail facility without government issued photo identification. Cannabis businesses shall not provide cannabis or cannabis products to any person, whether by purchase, trade, gift or otherwise, who does not possess a valid government issued photo identification card.

D. Hours of operation. Cannabis retail may operate between the hours of 9:00 a.m. to 7:00 p.m. up to 7 days per week unless the review authority imposes more restrictive hours due to the particular circumstances of the application. The basis for any restriction on hours shall be specified in the permit. Cannabis retail uses shall only be permitted to engage in delivery services during hours that the storefront is open to the public, unless the review authority permits delivery outside these hours.

E. On-Site consumption not allowed. The consumption of cannabis at a retail cannabis dispensary or within the parking lot or public right-of-way is not allowed.

F. Drive-through services. Drive-through or walk-up window services in conjunction with cannabis retail are prohibited.

G. Delivery services. The primary use of a cannabis retail use shall be to sell products directly to on-site customers. Sales may also be conducted by delivery. Cannabis retail uses engaging in delivery in addition to on-site sales shall be subject to the following requirements:

1. Commercial delivery to locations outside a permitted cannabis retail facility shall only be permitted in conjunction with a permitted cannabis retail facility that has a physical location and a retail storefront open to the public. A cannabis retail use shall not conduct sales exclusively by delivery. Delivery of cannabis without a storefront component shall be considered cannabis retail - delivery only, and subject to the requirements of § 18.42.059.

2. If delivery services will be provided, the application shall describe the operational plan and specific extent of such service, security protocols, and how the delivery services will comply with the requirements set forth in this Section, and State law.

9.30.160 MINORS.

A. It shall be unlawful for any permittee, operator, or other person in charge of any cannabis business to employ any person who is not at least 21 years of age.

B. Persons under the age of 21 shall not be allowed on the premises of a cannabis business unless they are a qualified patient or a primary caregiver and they are in the presence of their parent or legal guardian.

9.30.170 DISPLAY OF PERMIT.

Every cannabis business shall display at all times during business hours the permit issued pursuant to the provisions of this chapter for cannabis businesses in a conspicuous place so that the same may be readily seen by all persons entering the cannabis business.

9.30.180 REGISTRATION OF NEW EMPLOYEES.

A. As a further condition of approval of every cannabis business permit issued pursuant to this chapter, every owner or operator shall register every employee with the Police Department within 10 business days of the commencement of the employee's period of employment at the cannabis business.

B. The owner or operator will submit a color copy of the new employee's photo identification card as part of the registration process. Upon request from the Police Department, the employee shall provide their original photo identification card for review.

C. The Police Department shall be notified within 10 business days of any employee no longer employed by the business and the owner shall provide an updated roster of all current employees. The roster shall be dated and signed by the owner or operator declaring that it is complete.

D. Failure to register each new employee within 10 days of the commencement of employment or to maintain a current register of the names of all employees shall be deemed a violation of the conditions of the permit and may be considered grounds for suspension or revocation of the permit.

9.30.190 TRANSFER OF PERMITS.

A. A permittee shall not operate a cannabis business under the authority of a cannabis business permit at any place other than the address or parcel of the cannabis business stated in the application for the permit.

B. A permittee shall not transfer ownership or control of a cannabis business or transfer a cannabis business permit to another person unless and until the transferee obtains an amendment to the permit from the Community Development Director or Chief of Police stating that the transferee is now the permittee. The amendment may be obtained only if the transferee files an application with the Community Development Director in accordance with § [9.30.050](#), accompanies the application with a transfer fee in an amount set by resolution of the City Council, and the Chief of Police determines in accordance with § [9.30.090](#) that the transferee would be entitled to the issuance of an original permit.

C. No permit may be transferred when the Community Development Director has notified the permittee that the permit has been or may be suspended or revoked.

D. Any attempt to transfer a permit either directly or indirectly in violation of this section is hereby declared void, and the permit shall be deemed revoked.

9.30.200 SUSPENSION AND REVOCATION – NOTICE.

A. Any permit issued under the terms of this chapter may be suspended or revoked by the Chief of Police or the Community Development Director when it appears to them that the permittee has committed any 1 or more of the acts or omissions constituting the grounds for suspension or revocation under this chapter.

B. No permit shall be revoked or suspended by virtue of this section until a hearing has been held by the City. Written notice of the time and place of the hearing shall be served upon the person to whom the permit was granted at least 5 days prior to the date set for the hearing. The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery to the permittee or by depositing it in the U.S. mail in a sealed envelope, postage prepaid, addressed to the permittee at the address provided by the permittee for sending of notices.

9.30.210 SUSPENSION AND REVOCATION – GROUNDS.

It shall be a ground for suspension or revocation of a permit if any permittee or person, his or her agent, or employee:

- A. Does any act which violates any of the grounds set forth in § [9.30.100](#), which sets forth the grounds for denial of an application for a permit for the cannabis business;
- B. Violates any other provision of this chapter or any local or state law, statute, rule, or regulation relating to his or her permitted activity;
- C. Conducts the permitted business in a manner contrary to the peace, health, or safety of the public;
- D. Fails to take reasonable measures to control the establishment's patrons' conduct resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the premises, traffic control problems, or creation of a public or private nuisance, or obstruction of the business operation of another business;
- E. Violates any provision of Title [15](#); or
- F. Violates or fails to comply with the terms and conditions of any required discretionary permit.

9.30.220 SUSPENSION AND REVOCATION – APPEALS.

Any permittee aggrieved by the decision of the City in suspending or revoking a permit may, within 15 calendar days, appeal the decision in accordance with the procedures described in Chapter [1.08](#). If a decision of the City to suspend or revoke a permit is not appealed within 15 calendar days, the decision of the City shall be final.

9.30.230 SUSPENSION OR REVOCATION WITHOUT HEARING.

If any person holding a permit or acting under the authority of the permit under this chapter is convicted of a misdemeanor in any court for the violation of any law which relates to his or her permit, the Chief of Police shall revoke the permit forthwith without any further action thereof, other than giving notice of revocation to the permittee. If a permit is summarily revoked pursuant to the provisions of this section, a permittee may, within 15 calendar days, appeal the revocation in accordance with the procedures described in Chapter [1.08](#). During the pendency of the appeal, the permit shall be deemed suspended. If the appeal is not taken within 15 days, the decision of the Chief of Police shall be final.

9.30.240 SEPARATE OFFENSE FOR EACH DAY.

Any person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.

9.30.250 PUBLIC NUISANCE.

Any use or condition caused or permitted to exist in violation of any of the provisions of this chapter shall be and is hereby declared a public nuisance and may be abated by the City pursuant to Chapter [6.12](#).

9.30.260 CRIMINAL PENALTIES.

Any person who violates, causes, or permits another person to violate any provision of this chapter commits a misdemeanor.

9.30.270 CIVIL INJUNCTION.

The violation of any provision of this chapter shall be and is hereby declared to be a public nuisance and contrary to the public interest and shall, at the discretion of the City, create a cause of action for injunctive relief.

9.30.280 ADMINISTRATIVE REMEDIES.

In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this chapter may be subject to administrative remedies, as set forth by City ordinance.

9.30.290 SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of this chapter. The City Council of the City hereby declares that it would have passed the ordinance codified in this chapter and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that 1 or more sections, subsections, sentences, clauses, or phrases may be held invalid or unconstitutional.

DRAFT Updates to Title 18 Chapter 2 Land Use Tables

18.22.030 Commercial District Land Uses and Permit Requirements

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P Permitted use, Zoning Clearance required MUP Minor Use Permit required (see § 18.71.060) UP Use Permit required (see § 18.71.060) Permit requirement set by Specific Use Regulations S Regulations — Use not allowed					
	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
LAND USE (1)	CN	CO	CBD	CG	CH	

AGRICULTURAL, RESOURCE AND OPEN SPACE USES

Cannabis – Indoor Nursery Cultivation	—	—	S	S	S	Chapter 9.30 18.42.055, 18.42.057
Crop production, horticulture, orchard, vineyard	P	P	P	P	P	

INDUSTRY, MANUFACTURING AND PROCESSING, WHOLESALING

Laboratory - Analytical and testing	—	P	—	P	—	
Artisan/craft product manufacturing with retail sales	—	P(2)	P(2)	P(2)	P(2)	
Brewery/restaurant	—	—	UP	—	—	
Printing and publishing	—	—	P	P	—	
Research and development (R&D)	—	—	—	UP	—	
Recycling - Small facility	P	P	P	P	P	18.42.150
Recycling - Large facility	—	—	—	UP	—	18.42.150
Cannabis Microbusiness	—	—	—	MUP	MUP	Chapter 9.30 18.42.058

Key to Zoning District Symbols

CN	Neighborhood Commercial	CG	General Commercial
CO	Office Commercial	CH	Highway and Visitor Commercial
CBD	Central Business District		

Notes:

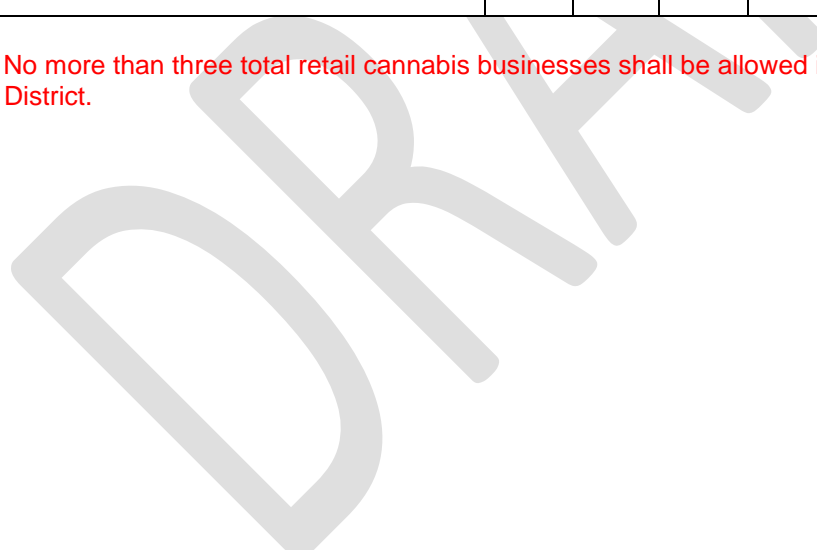
- (1) See Article [10](#) for land use definitions.
- (2) Use shall be entirely enclosed within a building, unless outdoor activities and/or storage are authorized by Use Permit.

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P Permitted use, Zoning Clearance required Minor Use Permit required (see MUP § 18.71.060) UP Use Permit required (see § 18.71.060) Permit requirement set by Specific Use Regulations S — Use not allowed					
	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
LAND USE (1)	CN	CO	CBD	CG	CH	

RETAIL TRADE

Artisan shop	UP	UP	P	P	P	
Auto and vehicle sales and rental	—	—	—	P	P	
Auto parts sales with no installation services	—	—	—	P	P	
Bar/tavern	—	—	UP	MUP	MUP	
Big box retail	—	—	—	UP	UP	
Building and landscape materials sales - Indoor	—	—	—	P	UP	
Building and landscape materials sales - Outdoor	—	—	—	UP	UP	18.42.130
Cannabis Retail	—	—	S(3)	S	S	18.42.057 Chapter 9.30
Cannabis retail - Delivery only	—	—	S	S	S	18.42.057 Chapter 9.30

(3) No more than three total retail cannabis businesses shall be allowed in the Central Business District.



18.42.030 – Industrial Land Uses and Permit Requirements

TABLE 2-10 Allowed Land Uses and Permit Requirements for Industrial Zoning Districts	P	Permitted use, Zoning Clearance required	
	MUP	Minor Use Permit required (see § 18.71.060)	
	UP	Use Permit required (see § 18.71.060)	
	S	Permit requirement set by Specific Use Regulations	
	—	Use not allowed	
LAND USE (1)	PERMIT REQUIRED BY DISTRICT		Specific Use Regulations
	IL	IH	

AGRICULTURAL, RESOURCE AND OPEN SPACE USES

Crop production, horticulture, orchard, vineyard	P	P	
Cannabis – Indoor Nursery Cultivation	MUP	MUP	Chapter 9.30 18.42.055
Cannabis - Indoor Cultivation of Mature Plants	MUP	MUP	Chapter 9.30 18.42.055

INDUSTRY, MANUFACTURING AND PROCESSING, WHOLESALING

Agricultural product processing	UP	P	
Artisan/craft product manufacturing	P(2)	UP	
Brewery/restaurant	UP	UP	
Boat and ship construction, repair, maintenance	UP	P	
Cannabis Microbusiness	MUP	MUP	Chapter 9.30 18.42.058
Construction contractor base	P(2)	P(2)	
Fish processing	P(2)	P	
Lumber and wood product manufacturing	UP	UP	
Manufacturing/processing - Heavy	—	UP	
Manufacturing/processing - Light	P	P	
Manufacturing/processing - Medium intensity	UP	P(2)	
Media production	P	P	
Petroleum product storage and distribution	UP	P	
Printing and publishing	P	P	
Research and development (R&D)	P	P	
Recycling - Large facility	UP	UP	18.42.150
Recycling - Small facility	P	P	18.42.150
Storage - Outdoor	UP	UP	18.42.140
Storage - Personal storage facility (mini-storage)	UP	P	
Storage - Warehouse, indoor storage	P	P	

TABLE 2-10 Allowed Land Uses and Permit Requirements for Industrial Zoning Districts	P Permitted use, Zoning Clearance required MUP Minor Use Permit required (see § 18.71.060) UP Use Permit required (see § 18.71.060) S Permit requirement set by Specific Use Regulations — Use not allowed		
	PERMIT REQUIRED BY DISTRICT		Specific Use Regulations
	IL	IH	
Wholesaling and distribution	P	P	

TABLE 2-10 Allowed Land Uses and Permit Requirements for Industrial Zoning Districts	P Permitted use, Zoning Clearance required MUP Minor Use Permit required (see § 18.71.060) UP Use Permit required (see § 18.71.060) S Permit requirement set by Specific Use Regulations — Use not allowed		
	PERMIT REQUIRED BY DISTRICT		Specific Use Regulations
	IL	IH	

RETAIL TRADE

Accessory retail or services	MUP	MUP	18.42.020
Building and landscape materials sales - Indoor	P	P	
Building and landscape materials sales - Outdoor	UP	P	18.42.130
Cannabis retail - Delivery only	MUP	MUP	Chapter 9.30 18.42.057

Title 18 Chapter 4 DRAFT Updates

18.42.055 Commercial Cannabis Cultivation

In addition to the operating requirements set forth in Chapter 9.30 of the Municipal Code, this Section provides location and operating requirements for commercial cannabis cultivation. Chapter 9.30 and Chapter 18.100.020 contains definitions of terms used herein.

- A. **Conditional use.** A Minor Use Permit shall be required to commercially cultivate mature or flowering cannabis plants in accordance with Table 2-10 of Section 18.24.030.
- B. **Operational requirements.** In addition to project specific conditions of approval and the requirements set forth in Chapter 9.30, commercial cannabis cultivation shall comply with the following operational requirements:
 1. **Employees.** The cannabis operator shall maintain a current register of the names of all employees employed by the cannabis retailer, and shall disclose such register for inspection by any City officer or official for purposes of determining compliance with the requirements of this Section and/or any project specific conditions of approval prescribed in the Minor Use Permit.
 2. **Visitors.** Only employees, managers, owners, and government agency representatives are allowed in non-public areas of the business. Any other visitors to non-public areas must be documented in a log.
 3. **Utilities.** Cannabis cultivations can have a heavy impact on the City's infrastructure systems. To ensure that cultivations do not overburden the City's water and sewer systems or the electrical grid, dispensaries:
 - a. Shall not overburden the City's water or wastewater system. Whenever possible a commercial cannabis cultivation shall find an alternate source of water from the City's potable water system and recycle water internally.
 - b. Commercial cannabis cultivations shall use the energy efficient lighting and equipment. A cannabis cultivation shall not overburden the existing electrical grid or negatively impact the utility provider's ability to provide reliable power to the City of Fort Bragg.
 - c. Cultivation projects shall use environmentally friendly practices including integrative pest management and waste reduction.
 4. **Odor.** Cannabis cultivations shall use the best available technology to ensure odors are not disturbing to a person of normal sensitivity residing or present on adjacent or nearby property or areas open to the public.
- C. **Accessory uses to commercial cultivation.** As defined in Article 10, accessory uses are customarily incidental to, related and clearly subordinate to a primary use on the same parcel, which does not alter the primary use. Accessory uses may include activities that require additional State cannabis licenses including processing, manufacturing, distribution and retail. A cannabis cultivation with more

than one accessory use shall be considered a microbusiness and subject to Chapter 18.42.058.

- D. Nursery Cultivation in Commercial Zones.** A commercial cannabis nursery may be allowable as an accessory use or as part of a microbusiness with a licensed and permitted retail cannabis business in accordance with Section 18.42.057, provided that the following criteria are met:
- a. Nursery plants cultivated on sites are only sold as retail on-site.
 - b. No flowering or mature plants are cultivated on-site.
 - c. The square footage of the nursery is clearly subordinate and accessory to the retail business.
 - d. The cultivation takes place in a fully enclosed and secure structure as defined in Chapter 9.30.020.

18.42.057 Cannabis Retail

- A. Cannabis Business Permit Required.** A retail cannabis business shall obtain a cannabis business permit subject to Chapter 9.30 of the Municipal Code and any required state licenses prior to operation.
- B. Permitted Use.** A cannabis retail business is a permitted use in the Central Business District, General Commercial, and Highway Visitor Commercial Zones subject to the limitations imposed in Table 2-6, the requirements of this section, and the requirements of Chapter 9.30 of the Municipal Code.
- C. Accessory uses.** As defined in Article 10, an accessory use is customarily incidental to, related and clearly subordinate to a primary use on the same parcel, which does not alter the primary use. A cannabis business with more than one accessory use, or with a secondary use that does not qualify as accessory, shall be considered a microbusiness and subject to section 18.42.058. A state distribution license obtained for the purpose of facilitating an accessory use is not an accessory use unless the business engages in “Wholesaling and Distribution” as defined in Article 10.

1. The following uses are allowable as accessory uses to cannabis retail:

Zone	Allowable Accessory Uses
Central Business District	Nursery (non-flowering) cultivation; Artisan/craft manufacturing of cannabis products; Retail Delivery;
Highway Visitor Commercial	Nursery (non-flowering) cultivation; Processing; Manufacturing (non-volatile); Distribution and Wholesale; Retail Delivery;
General Commercial	Nursery (non-flowering) cultivation; Processing;

	Distribution and Wholesale; Manufacturing (non-volatile); Retail Delivery;
Industrial Zones	Retail cannabis and retail cannabis – delivery only are allowable accessory uses in the Light Industrial and Heavy Industrial Zones

2. In no instance shall cannabis manufacturing using volatile solvents be allowable as an accessory use to cannabis retail.

18.42.058 Cannabis Microbusiness

A cannabis microbusiness, as [will be] defined in Article 10 is a cannabis business that cultivates cannabis on an area less than 10,000 square feet and acts as a licensed distributor, Level 1 manufacturer, and/or retailer. In addition to the operating requirements set forth in Chapter 9.30, this Section provides location and operating requirements for cannabis microbusinesses.

A. General Commercial Zone (CG) and Visitor Highway Commercial Zone (CH) requirement for a cannabis microbusiness:

1. A cannabis microbusiness in the CH or CG zones shall include a retail business with a storefront.
2. A cannabis microbusiness in the CH or CG zones shall meet the operating requirements for Cannabis Retail Section 18.42.057(B)
3. A microbusiness that includes nursery cultivation shall meet the requirements of Section 18.42.055 Cannabis Cultivation.
4. Allowable microbusiness activities in the CH or CG zones may include Retail Cannabis, Retail Delivery, cannabis processing, non-volatile manufacturing, wholesale and distribution of cannabis, and nursery cannabis cultivation.
5. The cultivation of mature or flowering cannabis plants is not allowed in commercial zones.
6. Manufacturing of cannabis using volatile chemicals is prohibited in commercial zones.
7. Non-retail cannabis activities in commercial zones shall not be visible from the public right of way.
8. A cannabis microbusiness shall not create significant noise, odor, traffic, or other public nuisance.

B. A cannabis microbusiness in the industrial zone shall meet the following requirements:

1. Conditional use. A **Minor Use Permit** shall be required to operate a cannabis microbusiness in accordance with Table 2-10 of Article 2.
2. A microbusiness that includes cultivation shall meet the requirements set forth in Section 18.42.055.

3. A microbusiness that includes retail shall meet the operating requirements in Section 18.42.057(B)
4. A microbusiness that includes volatile manufacturing shall require a Use Permit.

DRAFT

Recommended Language from the Golden Gate University Cannabis Law Clinic to Include in Chapter 9.30 of the Municipal Code

9.30.040 CANNABIS BUSINESS PERMIT.

C. Limitations On Permitting. Due to the size and nature of the City and its community, at no time will more than six (6) Cannabis Business permits of any type be active, issued, or approved. Should six (6) Cannabis Businesses be in operation in any given year, the Community Development Department must place a hold on any new applications for Cannabis Businesses or any type until such time as one extant Cannabis Business ceases operations or otherwise declines to renew its permit. The Community Development Department in such a case will maintain a waitlist of applications, and upon request, must notify each affected Applicant of its place on such waitlist, and any changes to the waitlist as such information becomes available.

9.30.130 OPERATING REQUIREMENTS

H. Electricity Usage. All electricity sources utilized by Commercial Cannabis Cultivation, Cannabis Manufacturing, or Retail activities must conform to one or more of the following standards:

1. Electricity must be exclusively provided by a renewable energy source, including but not limited to:
 - a. Grid power supplied from a 100% renewable source, or
 - b. An on-site renewable energy system
2. Generator use shall only be used during a power shutoff, commonly known as a "PSP," and comply with the City's nuisance ordinance.

9.30.150 COMMERCIAL CANNABIS CULTIVATION.

B. Cultivation Structure Requirements. All FESSs or Greenhouses where Cannabis is cultivated must comply with the following requirements:

1. Said Cultivation Structures must be properly secured to prevent unauthorized entry;
2. Said Cultivation Structure must not create public or private nuisances, as defined by this Chapter or as provided by applicable local, county, state or federal law;
3. All light emanating from the Cultivation Structure must be shielded so that no light escapes between sunset and sunrise;
4. If pursuant to City code, any building, mechanical, electrical, plumbing, or like permit is required for such use, then each must be obtained prior to commencement of any work for which such permit is required;

D. Water Usage. Commercial Cannabis Cultivation may not connect to the City water system. Commercial Cannabis Cultivation Permittees must install and maintain a water well as their primary and only source of water. Water usage under this Subsection must comply with applicable local, county, and state laws and regulations. The use of a water well for Cannabis-related irrigation may be prohibited, limited or subject to provisional approval and monitoring as deemed necessary by the City.

E. **Water Usage Recording and Reporting.** Commercial Cannabis Cultivation Permittees must maintain monthly water metering records and provide them to the Community Development Department or its agents upon request within a reasonable time period.

F. **Water Conservation and Recycling.** Commercial Cannabis Cultivation Permittees must utilize on-site water recycling practices. Commercial Cannabis Cultivation Permittee must, upon request, provide the Community Development Department or its agents with a description of on-site water conservation measures including but not limited to:

1. stormwater catchment systems, the installation of such system which must comply with Section 14.04.220 of this Code;
2. drip irrigation;
3. timers; or
4. irrigation water recycling, including a system for hydroponically-grown Cannabis plants where applicable.

G. **Illegal Water Usage.** Commercial Cannabis Cultivation Permittees must not utilize water that has been or is illegally diverted from any spring, wetland, stream, creak, river, or the Pacific Ocean. Violation of this provision may result in the immediate revocation of Permittees license to cultivate Cannabis, or such other penalty as the Community Development Department or Chief of Police may deem appropriate.

9.30.160 EQUITY PROGRAM.

A. The City, in consultation with the residents and stakeholders of the Fort Bragg community, will implement an Equity Program designed to foster equitable access to participation in the cannabis industry, including equitable access to promotional, ownership and employment opportunities in the industry.

B. The Equity Program will provide support to individuals who have experienced social indicators that exacerbate inequities, and will create strategies to uplift communities where such inequities have been concentrated.

C. **Permitting for Equity Applicants.** For each one (1) regular dispensary permit issued by the Community Development Director, the Community Development Director will reserve the right to offer priority permit processing, an application fee waiver, and where all other criteria of the Chapter are met, issue one (1) dispensary permit to an individual who meets the below Equity Criteria:

1. Is a natural person and is the sole Owner or Operator of the proposed Cannabis Business;
2. Is the Chief Executive Officer of a corporate Applicant and holds at least a 40% ownership interest in said corporate Applicant; or
3. Holds at least a 51% ownership interest in a corporate Applicant; and
4. For at least five years, is a member of a household that earns no more than 80% of the most current Fort Bragg Average Median Income (AMI) threshold, adjusted for household size;

5. After 1995, either lost housing in Fort Bragg, as evidenced by eviction, foreclosure, or revocation of housing subsidy; resided in permanent supportive housing, stayed overnight at a Shelter, in Fort Bragg, for 90 non-consecutive days; or resided in a City-funded Single Room Occupancy building; or
6. During 1971-2016 attended a school under the jurisdiction of the Fort Bragg Unified School District with a minimum 80% reduced or free lunch rate for five years, either consecutively or in total; and
7. Provides an operating plan that commits to complying with the following additional operating requirements:
 - a. Ensure that at least 30% of all Business Work Hours are performed by local residents of Fort Bragg;
 - b. Ensure that at least 50% of the Equity Incubator's employees satisfy the requirements of subsection (b)(4) of this Section; and
 - c. Provide a community investment plan demonstrating engagement with businesses and residents located within 500 feet of the site of the proposed Cannabis Business.

D. **Renewal of Equity Program Permit.** Upon the expiration of their initial permit, Equity Operators must submit a renewal application as pursuant to Section 9.30.070 of this Chapter, and provide additional documentation showing substantial compliance with the operating plan provided with the initial Equity Application as described in the above subsection (c)(7). The renewal fee as described in Section 9.30.080 will be waived.

E. Equity Operators accepted into the Equity Program and granted a Cannabis Business permit are subject to and must comply with all other requirements of this Chapter, with the exception of Section 9.30.080 regarding fees.



Comprehensive Cannabis Policy for the City of Fort Bragg

HEATHER GUREWITZ, MCRP, AICP
ASSOCIATE PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT



Process



- ▶ Received Council Direction
- ▶ **Confirming council direction**
- ▶ Draft Ordinance and Initial Study
- ▶ Planning Commission for review and recommendation
- ▶ City Council Introduction
- ▶ City Council Adoption

Commercial Cultivation and Retail



- ▶ Commercial Cultivation of Mature Plants in Industrial Areas only with provisions for water and energy usage.
 - ▶ Accessory store front retail allowed
- ▶ Retail Cannabis
 - ▶ 100 ft buffer zone around schools
 - ▶ Cannabis dispensaries allowed by right in Commercial with a Cannabis Business Permit which is discretionary
 - ▶ Maximum of three dispensaries in the CBD, no limit elsewhere
 - ▶ Checklist

Council Direction – Accessory Uses



▶ Accessory Uses

- ▶ Non-flowering/nursery cultivation in all commercial zones
- ▶ Distribution and wholesale in Highway Visitor and General Commercial
- ▶ Artisan manufacturing in CBD
- ▶ Manufacturing in Highway Visitor and General Commercial
- ▶ Based on square footage – objective and consistent measure with all other uses in the land use code, no other use has different definition
- ▶ Does Council want to change the “serves the property” language?

Microbusiness



- ▶ Microbusiness
 - ▶ More than two types of cannabis activity = microbusiness
 - ▶ Distribution for the purpose of selling on-site grown nursery plants does not count as distribution for zoning purposes.
 - ▶ Uses for microbusiness are the same as allowable accessory uses, the difference is the size of operation and the number.

Checklist



- ▶ Most jurisdictions use checklists if there is a maximum number of allowable businesses.
- ▶ A checklist could be developed for CBD because there is a limit of three.
- ▶ Criteria needs to be objective and fair
- ▶ Could delay the development of the ordinance as it will require more research, drafting, and review by legal counsel.

Questions and Comments



- ▶ Questions and Comments

Fort Bragg City Council Members,

12/13/2021

I am the owner of 144 N Franklin Street and I would like to give you my perspective on renting my commercial property.

The alley behind 144 N Franklin St has been a shared mix use alley for many years. Having businesses like the Credit Union, LaBamba, The Men's room, Mendo Litho and The Floor Store all using the alley for our businesses. The majority of McPherson Street residences use McPherson Street for parking and entrance to their homes.

I respectfully disagree with the notion of allowing a business on one side of the street as opposed to the other side of the street in the CBD. This simply doesn't make sense to me. The property at 144 N Franklin St has Franklin St to the west, Alder to the north, a parking lot to the south and an alley in the back. The one person that is the closest to the alley and parking lot (Barbara) approves of the dispensary. I have spoken with her in person and she has called in to your meetings in favor. She has expressed that she feels the alley will be safer with more security and lighting.

As a business owner, I know how challenging it can be for some of the small businesses to stay afloat and survive especially during the difficult times we've had. I would like to have my building rented and my request is for you to consider the property owner, wanting to have a building filled with a viable business as opposed to having a vacant building.

When I first began this process, I was told that it would be treated like other retail businesses. There are many regulations already in place for dispensaries so that they are able to operate within the city limits.

It has been more than a year now since this permit process began.

Thank you for your time,

Sincerely,

A handwritten signature in black ink that reads "Lyndia Pyeatt". The signature is written in a cursive, flowing style with a large, decorative flourish at the end of the name.

Lyndia Pyeatt

From: [Brandy Moulton](#)
To: [Gurewitz, Heather](#); [Lemos, June](#)
Date: Monday, December 13, 2021 4:21:14 PM

Good Afternoon,

This email pertains to agenda item 8A on tonight's agenda.

9.3.50 D:

No direction was given to limit operation from 9am-7pm and such a limitation is discriminatory and inhibits a functional business model.

18.22.030

Direction was given to allow microbusinesses in the Central Business district yet the zoning chart does not allow for this.

Additionally, 18.42.055 C allows accessory uses that would require a Microbusiness license which contradicts the zoning chart and further inhibits a successful business model due to the severe lack of industrial space available. To develop an ordinance that limits the zoning to industrial only is a severe waste of City resources as there is no available zoning to process such a permit for.

18.42.055 D

Nurseries in a commercial zone as an accessory use could not be sold via retail without also having a distribution license making this a redundancy that ultimately ends up as a microbusiness.

18.42.057 C

All accessory uses by the City's current definition would require their own state license which cost over 10 thousand dollars EACH in some instances. A microbusiness license costs less than 10 thousand and this categorization of accessory uses inhibits locals from operating a business as described herein.

C-1 : this table allows accessory uses in the CBD that would be defined as a Microbusiness at the state level but the City's draft ordinance does not allow microbusinesses in the CBD.

Multiple council members have expressed their desire to remain "business friendly" and supportive of locals but this ordinance as it stands encourages large corporations to move in and inhibits a successful business model.

As I have offered many times, please feel free to reach out to clarify these definitions at the state level. I am also available to show my facility in person should anyone need visual clarification.

Thank you,
Brandy Moulton
Chief Executive Officer,
Sovereign



City of Fort Bragg

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

Text File

File Number: 21-615

Agenda Date: 12/13/2021

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8B.

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with R.E.Y. Engineers Inc. to Provide Design and Engineering Services for the 2022 Streets Rehab Project, City Project No. PWP-00120, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$175,000; Account No.421-4870-0731)



AGENCY: City Council
MEETING DATE: December 13, 2021
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 Professional Services Agreement with R.E.Y. Engineers, Inc. to Provide Design and Engineering Services for the 2022 Streets Rehab Project, City Project No. PWP-00120, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$175,000; Account No.421-4870-0731)

ISSUE:

On December 3, 2021, two (2) civil engineering consulting firms submitted proposals for engineering and design services for the 2022 Streets Project. The Public Works Department reviewed the proposals and recommend that R.E.Y. Engineers, Inc. be selected as the design engineering firm for the project. All proposals were timely. This firm is well qualified to perform the work, however, the base proposal cost submitted is above the estimated \$154,000 allotted for the design of the street project with a total contract Not to Exceed amount of \$175,000.

ANALYSIS:

The Public Works Department and City Council identified the 2022 Streets Project in the 2021/2022 FY CIP budget. This scope of work was reviewed and approved by City Council prior to release of the Request for Proposals (RFP) on November 8, 2021. This project will rehabilitate pavement of up to eight (8) streets throughout the City and incorporates the previously programmed street striping project, bollard installation, and crosswalk rehabilitation in the downtown pedestrian core. Since this streets project includes rehab of much of Franklin Street, including the Central Business District corridor and striping, the stamped crosswalks project previously programmed in the five-year CIP look ahead, those crosswalks were naturally included into the scope.

Attached to this report are the scope of work sections submitted by each firm (Attachments 2 & 3). A review of the nature and quality of the submittals made it clear to staff, that Pope Engineers does not have a clear understanding of the project. Further reference and website checks caused concern as to whether they have experience or staff sufficient to complete a job this size. Only the proposal from R.E.Y. provides what staff perceives to be an adequate level of service. While Pope's proposal presented the lowest cost for services (only \$90,000), the quoted cost at ½ the cost of the selected submittal left staff feeling concerned about the value of their proposed services. The proposal showed little understanding of the work to be done. It is difficult to understand how they arrived at the estimate of costs not displaying an understanding of the work to be completed.

Staff feels strongly that R.E.Y.'s organized proposal, concise timeline for design completion, proposed value added extras, QA/QC, and their extra diligence in pre-proposal research

about this project shows their commitment to delivering the City a successful project. One of the most important components of a good design is attention to detail and quality control of the submittal, something that was only represented by the submittal from R.E.Y.

RECOMMENDED ACTION:

Adopt Resolution approving Professional Services Agreement with R.E.Y. Engineers Inc., to provide design and engineering services for the 2022 Streets Project, City Project No. PWP-00120, and authorizing the City Manager to execute Contract (Amount Not to Exceed \$175,000).

ALTERNATIVE ACTION(S):

1. Adopt Resolution approving Professional Services Agreement with alternate design firm Pope Engineering to provide design and engineering services for the 2022 Streets Project, City Project No. PWP-00120, and authorizing City Manager to execute Contract (Amount Not to Exceed \$90,000); or
2. Reject all proposals and solicit a new Request for Proposals (RFPs).

FISCAL IMPACT:

The design and engineering portion of this project was estimated at \$154,000 to be expended in the 20/21 Fiscal year. The 21/22 budget is \$1,923,000 which is sufficient to cover the design portion. The total project budget is \$2,077,000.00. The project is funded with a combination of sources including the Local Partnership Program (LPP) of SB-1 (\$600,000) and D1 RSTP (\$206,405) Street Sales Tax (\$1,270,595).

GREENHOUSE GAS EMISSIONS IMPACT:

There is little to no increase in Greenhouse gas emissions associated with the Design Engineering portion of this project. There is a slightly higher emissions impact associated with the selection of either R.E.Y. Engineers, Inc. over Pope Engineering due to the increased driving distance required to travel to Fort Bragg. However, the improvements in web based meeting software further decrease the need for significant trips to the coast.

CONSISTENCY:

This project is consistent with the City's Capital Improvement Plan (CIP) budget for street repair. The primary funding source for this project is Special Street Sales Tax, Measure H. This City's Special Street Sales Tax, makes us a "Self-Help" City under the Road Maintenance and Repair Act (RMRA), which entitles us to the additional \$600,000 in LPP state funds for this project. The proposed use of Special Street Sales tax, LPP, and D1 funds is consistent with their intended use for repairing, maintaining and reconstructing City streets and underlying infrastructure.

IMPLEMENTATION/TIMEFRAMES:

Project design engineering is scheduled for this winter and spring. Once designed, the project will be released for bid in summer of 2022. The construction contract will be sixty

(60) to ninety (90) working days and construction should be complete for final billing by December 2022.

ATTACHMENTS:

1. Resolution to Approve Professional Services Agreement with R.E.Y. Engineers, Inc.
2. Scope of Work – Pope Engineering
3. Scope of Work – R.E.Y. Engineering, Inc.
4. R.E.Y. Engineering Contract

NOTIFICATION:

1. Sam Pope, PE Project Manager
2. R.E.Y. Engineers, Inc.; Aaron Brusatori, PE Project Manager

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH R.E.Y.
ENGINEERS TO PROVIDE DESIGN AND ENGINEERING SERVICES FOR
THE 2022 STREETS REHAB PROJECT, CITY PROJECT NO. PWP-00120,
AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT
NOT TO EXCEED \$175,000; ACCOUNT NO. 421-4870-0731)**

WHEREAS, on November 8, 2021 City Council directed the Public Works Department to move forward with releasing a request for proposals to design improvements for the 2022 Streets Project; and

WHEREAS, on December 03, 2021, the City received two proposals for engineering design services for the street rehabilitation project. Proposing firms included Pope Engineering and R.E.Y. Engineers, Inc.; and

WHEREAS, those proposals were reviewed and evaluated on the basis of capabilities, qualifications, and responsiveness; and

WHEREAS, the Project is exempt pursuant to the California Environmental Quality Act (“CEQA”) and Title 14, the California Code of Regulations (“CEQA Guidelines”), Section 15301 (c); and

WHEREAS, funds in the amount of \$1,923,000 were appropriated in the FY 2021/2022 budget for this project and sufficient funds are available for this contract; and

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

1. R.E.Y. Engineers, Inc. is qualified to provide necessary professional services to complete plans and specifications for the 2022 Streets Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Professional Services Agreement with R.E.Y. Engineers, Inc. for the 2022 Streets Project design and authorizes the City Manager to execute the same upon execution by Contractor (Amount Not to Exceed \$175,000.00 Account 421-4870-0731).

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 13th day of December, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

SCOPE OF WORK

DATE PROPOSED

**3RD DEC
2021**

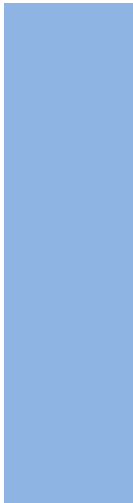
The following tasks are expected to be completed throughout the project. Addition or removal of tasks may occur due to scope change based upon actual project needs:

- Meetings with City Staff
- Site work to consist of project planning and site survey to obtain topography, utility locations, existing drainage, etc. using survey equipment and field staff
- Boundary calculations may include both field and office work to ensure all mapping is accurate
- Office work to develop Civil Engineering Plans and mapping completed by qualified engineering staff

1540 Harrah Drive, Willits CA 95490
Tel: 707-459-3893 Cell: 707-321-7458
Pope 1911@gmail.com

PROPOSED BY

**POPE
ENGINEERING**





E. SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Fort Bragg is systematically identifying, designing, and constructing surface improvements throughout the City, implementing the goals of the 2017 Pavement Management Program. The 2022 Streets Rehab, Street Striping and Bollard Installation Project is a continuation of that effort. With the 2022 Project, the City intends to rehabilitate eight (8) identified streets, replace striping, pavement legends and raised pavement markers on nine (9) streets, and add removable bollards to select locations in the Central Business District (CBD). To better understand this project, our team performed site visits on November 22 and November 30. We also reviewed the following documents: 2018 Street Safety Plan, 2017 Pavement Management Program Update Final Report and the 2004 Storm Drain Master Plan. The limits of this project as are generally described in the tables below.

Work Limits

1. Street Rehabilitation					
Primary Streets					
Street	Area (sf) (RFP)	PCI (RFP)	Width (ft) (2017 PMP)	Length (ft)*	Recommended Treatment (RFP)
Boatyard St.	32,185	71	41	785	AC Overlay 2"
East Chestnut St.	19,920	18	40	480	Full Depth HMA
North Franklin St.	47,432	87	43	1,100**	Digout and Repair
South Franklin St.	43,564	72	43	1,010**	Digout and Repair
South Harold St.	10,192	25	16	640	Reconstruct
West Fir St.	35,475	16	43	825	AC Overlay 2"
TOTAL	188,768	-	-	4,840	-
Secondary Streets					
Street	Area (sf) (RFP)	PCI (RFP)	Width (ft) (2017 PMP)	Length (ft)*	Recommended Treatment (RFP)
Azalea Circle	10,450	22	38	275	Reconstruct
Penitenti Way	10,450	25	38	275	Reconstruct
TOTAL	20,900	-	-	550	-

*Length was calculated by dividing the area by the street width reported in the Section Description Inventory from the 2017 PMP (pages 33 to 38). Work limits will be clarified with the City prior to start of work.

**Figure 1 of the RFP shows Franklin St. from Cypress St. to E. Bush St. (approximately 6,000 lf) as selected for rehab. Our proposal assumes that the rehab area of Franklin St. is approximately 2,110 lf as calculated and described above. Work limits on N. and S. Franklin St. will be clarified with the City prior to start of work.

2. Street Striping		
Street	Begin	End
E. Chestnut St.	SR 1	S. Franklin St.
S. Lincoln St.	E. Chestnut St.	Willow St.
S. Harold St.	Maple St.	E. Oak St.
E. Oak St.	SR 1	31460 E. Oak St.
N. Franklin	E. Oak St.	E. Manzanita St.
E. Redwood Ave.	SR 1	N. Harold
E. Pine St.	SR 1	N. Corry St.
E. Manzanita St.	SR 1	N. Franklin

3. Bollard Placement		
New Proposed Bollards		
Primary Street	Intersecting Street	Location
N. Franklin St.	E. Oak St.	South Side
E. Oak St.	N100E	West Side
E. Alder St.	N100D/N200D	East Side
E. Alder St.	N100E/N200E	West Side
E. Redwood Ave.	N200D/N300D	East Side



3. Bollard Placement

New Proposed Bollards		
Primary Street	Intersecting Street	Location
E. Redwood Ave.	N200E/N300E	West Side
E. Laurel St.	N300D/N400D	East Side
E. Laurel St.	N300E/N400E	West Side
Pine St.	N400E/N500E	West Side
Central Business District Added Bollards		
Primary Street	Intersecting Street	Location
N. Franklin St.	E. Redwood Ave.	South Side
N. Franklin St.	E. Laurel St.	South Side

Rehabilitation Methods

With the design of the 2020 Maple Street Storm Drain and Alley Rehabilitation project, we evaluated several pavement rehabilitation methods and found that due to the remote location of the City of Fort Bragg, methods such as Full Depth Reclamation or Cold In-Place Recycling were not viable, cost-effective alternatives.

We also confirmed, with our geotechnical investigation, that there were strong subgrade soils within that project's limits allowing us to optimize pavement design and reduce construction costs. For the 2022 project, we will also utilize geotechnical investigation, to optimize pavement design. While this approach may cost more during design, we anticipate that the City will save at least three times the design cost during construction.

Street Rehabilitation

The City has identified eight (8) streets to receive surface treatments with this project consisting of structural overlays, digouts and repairs, and reconstruction, including full depth HMA or other means. The total length of the streets to receive surface treatments is just over 1 mile. Figure 1 of the RFP shows the general location of the work areas. The surface treatment areas for each street will be clarified by the city with specific start and stop locations, prior to dispatching our survey crews.

Boatyard St.: Work area limits on Boatyard St are understood to extend north, from the observed 'newer pavement' aligned with the yield sign near SR20 to the newer pavement observed near the north driveway into the Harvest Market (180 Boatyard Dr.).

Overall, the surface is in fairly good condition, consistent with the reported PCI of 71. Several areas are identified as requiring digouts and replacement of the asphalt surface, and others showed visible signs of base failure. This street may be a good candidate for localized surface and base repairs and the application of an engineered overlay or other surface treatment.

The pavement surface changes near the curb returns at State Route (SR) 20. Work within the Caltrans Right of Way, if necessary, will require a Caltrans Encroachment Permit.

East Chestnut St.: Work area limits on East Chestnut Street are understood to extend east from the Caltrans right of way which is assumed to be the east crosswalk stripe to through the curb returns on the east side of the intersection with S Franklin St.

The surface of E. Chestnut St. changes several times within the work area. Areas of base failure, as well as surface failure, are evident. Localized repair of the failure areas may allow for a less intensive rehabilitation than the full depth HMA proposed in the RFP.

Traffic loops for the signal at E. Chestnut and SR 1 will need to be replaced with this project and will require coordination with Caltrans and likely an encroachment permit.

North and South Franklin St.: Work limits on North and South Franklin extend from N. Harbor Dr. to South St. and are then intermittent, between E. Cypress St. and E. Bush St. The work limits on North and South Franklin will need to be clarified by the City prior to start of work.



Between E. Cypress St. and E. Bush St, raveling was observed with areas of visible surface and base failure. Failure areas were observed primarily within the travel lanes. The shoulders/parking lanes show less signs of distress. This street is a candidate for localized repairs and a slurry seal or microsurface.

Some of the colored and textured pavements may need to be reconstructed in the Central Business District. We have experience with several different methods which could be employed to replace the colored and textured pavements including stamped and stained asphalt and TrafficPatternsXD, a thermoplastic product that can be applied to asphalt surfaces.

South Harold St.: Work area limits on South Harold St. are understood to extend south from the face of curb at Chestnut St. to the end of the street.

This street has defects that include trench patches and base failures. This street is a likely candidate for removal of the existing pavement and replacement with full depth HMA. Full depth HMA may be applied similar to the detail used to reconstruct alleys with the 2020 project.

West Fir St.: The 2019 Streets Rehabilitation project included the design of an overlay treatment which, ultimately, was not constructed due to funding constraints. The limits of that project extended from the west end of Fir St., 825 ft east terminating between the cross-walk stripes near SR1. We are assuming that the work limits will be the same for this project.

Raveling, shoving and cracking were observed along this street. Base failure was not frequently observed. This street may be a good candidate for localized surface and base repairs and application of an overlay as previously proposed.

Azalea Circle St.: Work area limits on Azalea Circle are understood to extend west from the face of curb at S. Sanderson Way to the end of the Cul-de-sac.

Severe raveling and aging defects were observed along this street. Base failure does not appear to be a significant defect. This street may be a good candidate for removal of the existing HMA, recompaction of the existing base and application of a new HMA surface.

Penitenti Way: Work area limits on Penitenti St. are understood to extend west from the face of curb at S. Sanderson Way to the end of the Cul-de-sac.

Severe raveling and aging defects were observed along this street. Base failure does not appear to be a significant defect. This street may be a good candidate for removal of the existing HMA, recompaction of the existing base and application of a new HMA surface.

ADA Improvements: Per the United States Department of Justice (USDOJ) and Department of Transportation (USDOT), pavement rehabilitation projects that include an overlay or major alteration to the pavement surface require that existing curb ramps be improved to current Americans with Disabilities Act (ADA) standards, where necessary, and curb ramps be installed, where none exist, at locations where a sidewalk or other pedestrian walkway crosses a curb. However, the USDOJ and USDOT interpretation of the ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use. Where maintenance treatments are applied, ADA improvements are not required. Where required, standard ADA construction details will be used. In locations where conflicts with utility poles, drain inlets or existing grades present challenges, ADA improvements will be designed to meet the location-specific requirements.



S. Franklin St. at Madrone St. - Change in pavement surface can be clearly seen on Madrone St. This project may consider extension of surface treatment limits to this location and other similar locations to present a continuous finished product.



Our review of the project shows improvements will likely be required at the following locations:

ADA Improvements				
Ramp No.	Primary Street	Intersecting Street/Address	Quadrant	Notes
1	Boatyard St.	180 Boatyard St.	Northeast	New City Type G curb ramp at T-Intersection. Extended curb and gutter replacement to fix ponding & slope may be required.
2	E. Chestnut St.	SR 1 (Caltrans)	Northeast	New Caltrans Standard Case B curb ramp – One Ramp Installation on corner. Relocation to center ramp will be evaluated. MH adjustment likely. Crosswalk markings need to be corrected to allow crossing to northwest corner.
3	E. Chestnut St.	SR 1 (Caltrans)	Southeast	New Caltrans Standard Case C curb ramp – One Ramp Installation on corner. Relocation to center ramp to be evaluated. MH adjustment likely. Crosswalk markings need to be corrected to allow crossing to southwest corner.
4	S. Franklin St.	South St.	East	New Ramp will be needed if reconstruction limits extend to the valley gutter at South Street. New City Type E (blended) curb ramp to match other existing curb ramps at intersection. New crosswalk marking requires to provide safe crossing to north Corner. Pedestrian Barrier required. 50' of new sidewalk is recommended to fill gap in sidewalk to the south to connect sidewalk to new ramp.
5	S. Franklin St.	N. Harbor Dr.	Northeast & Southeast	It appears there is no existing pedestrian walkway that crosses a curb at this intersection. If a curb ramp at the Northeast and Southeast corner are preferred by the City, then improvements will include two new custom curb ramp designs (non-standard) with a section of new sidewalk to fill in gap and a new driveway crossing. <i>We have not included the design of these curb ramps in our fee proposal.</i>
6*	S. Harold St.	E. Chestnut St.	Southwest	New custom (non-standard) curb ramp and bulb-out to align with Southeast curb ramp with bulb out.
7*	S. Harold St.	E. Chestnut St.	Southeast	New custom (non-standard) curb ramp and bulb-out to get around FH and utility pole on east side. May need to relocate DI.
8	W. Fir St.	SR 1 (Caltrans)	Southwest	New Caltrans Standard Case CM (blended) curb ramp similar to existing conditions with new curb and gutter. Could be avoided if improvements begin west of crosswalk.
9	W. Fir St.	SR 1 (Caltrans)	Northwest	New Caltrans Standard Case CM (blended) curb ramp similar to existing conditions with new curb and gutter. Could be avoided if improvements begin west of crosswalk.
10	W. Fir St.	Stewart St.	Northeast	New City Type G curb ramp.
11	W. Fir St.	Stewart St.	Southeast	New City Type G curb ramp and drain inlet adjustment. May need to acquire ROW due to utility pole.
12	W. Fir St.	Stewart St.	Southwest	New City Type G curb ramp.
13	W. Fir St.	Stewart St.	Northwest	New City Type G curb ramp.
14	W. Fir St.	West St.	Northeast	New City Type G curb ramp.
15	W. Fir St.	West St.	Southeast	New City Type G curb ramp.
16	Azalea Circle	S. Sanderson Way	Northwest	New City Type G curb ramp.
17	Azalea Circle	S. Sanderson Way	Southwest	New City Type G curb ramp.



ADA Improvements				
Ramp No.	Primary Street	Intersecting Street/Address	Quadrant	Notes
18*	Penitenti Way	S. Sanderson Way	Northwest	New City Type G curb ramp with bulb out due to existing sidewalk with 3-foot width.
19*	Penitenti Way	S. Sanderson Way	Southwest	New City Type G curb ramp and bulb out to align with new Northwest curb with ramp bulb out.

*Curb ramps which require custom designs

Utility Coordination: Work around existing utilities will require documentation and coordination with the utility owners. Manhole lids and valve boxes were observed on the surface throughout the project limits which will require adjustment to grade within the proposed work area. The excavation required to rehabilitate the paved surfaces is expected to have a maximum depth of 8” to 12” which should avoid most standard depth underground utilities. If a pocket of clayey soil is discovered, deeper excavation may be required to mitigate.

With the 2020 Project, we crossed several shallow utilities, which are challenging. From utility maps, we will identify underground facilities within the work area and the utilities that we will be crossing and coordinate with the City to pothole specific locations with their crews.

Storm Drain: Existing paved surfaces within the work area may have poor drainage. Adjacent properties often convey storm water to the road surface using under sidewalk drains. The proposed design should maintain and/or improve, when necessary, the surface drainage conditions, including maintaining the existing under sidewalk drains. Missing gutter sections may be installed in specific areas to improve surface drainage.

Underground storm drainage improvements are not identified as a component of this RFP. The 2004 Storm Drain Master Plan recommends installation of underground conduits within Franklin St. and Fir St. A new 30” conduit is recommended for installation in Franklin St. between Pine St. and Fir St. A new 48” conduit is identified within Fir St. between SR1 and West St. Should the City decide to include the master plan storm drain improvements with this project, R.E.Y. has included an **optional** scope of work task to design the underground improvements, including an optional Utility Mark and Locate task.

Street Striping

As stated in the RFP, pavement surface markings are essential in conveying direction and guidance to drivers and pedestrians. The 2018 Street Safety Plan included public engagement and analysis of existing conditions and presented recommendations for striping implementation along Pine St., within the limits of this project. The concepts of the 2018 Safety Plan may be implemented on the other streets within this project. We will look to that plan and the MUTCD to develop striping plans.

Bollard Placement

The City, in coordination with the Central Business District, has identified locations for the placement of removable bollards. The purpose of the bollards is to limit vehicular traffic and protect pedestrians during special events such as the farmers market, parades and car shows. Proposed bollards will be similar to the existing removable bollards which are located on N. Franklin St. between E. Laurel St. and E. Pine St.

Post Construction Stormwater Management

We have reviewed the Mendocino County Low Impact Development Standards Manual and found that the City of Fort Bragg is outside of the MS4 area and does not need to comply with those standards. Consistent with the Construction General Permit (CGP), water pollution control plans will be prepared and included with the design documents.

California Environmental Quality Act (CEQA)

Section 15301(c) of CEQA provides a categorical exemption for projects on existing highways and streets which do not create additional automobile travel lanes. This project is consistent with 15301(c) and the appropriate CEQA document will be filing of a Notice of Exemption (NOE).



Project Budget

We understand that the City has adopted the 2022 Capital Improvement Program which includes a project construction budget \$1.7M. We understand that the City would like to construct the project in 2022. We have observed construction costs to be higher on projects bid in the summer. With a summer bid period, we will adjust the unit costs in our engineers cost estimates accordingly.

We will apply unit costs, projected from the 2020 Maple Street Storm Drain and Alley Rehabilitation project (table below) to develop construction budgets, early in the design process. This will help us to determine if work limit adjustments will need to be made to deliver the project within budget.

Estimated Unit Costs

Bid Item	Units of Measure	Unit Cost
Remove Base and Surfacing	CY	\$150.00
Adjust Utility to Grade	EA	\$1,760.00
Conform Grind	LF	\$18.00
HMA	Ton	\$210.00
HMA Overlay 2"	SF	\$2.60
HMA Overlay 1.5"	SF	\$1.95
Slurry Seal (Type II)	SF	\$6.90
Concrete Sidewalk	SF	\$27.00
Traffic Stripe	LF	\$1.95

PROJECT APPROACH

Our approach includes a clear definition of the existing conditions and thoughtful development of solutions to remedy observed deficiencies and achieve compliance with ADA. We have included tasks in our base scope of services to perform a rigorous field investigation that will sample and analyze the existing road sections and soils and define the topography so we can design cost-effective pavement rehabilitation and ADA compliance improvements. As part of our optional tasks, we have proposed locating underground utilities and designing drainage improvements to minimize utility conflicts during construction and resolve drainage deficiencies.

Information Gathering: Our Project Manager, Aaron Brusatori, will meet with City staff to discuss what worked well for the City on previous projects, understand what can be improved upon, we will review observations, and further clarify project objectives. We will collect all available supplemental information from the City such as utility maps for water and sewer, right of way maps, utility contact information, confirm recent bid documents and bid results as well as comments or correspondence with adjacent land owners that may provide valuable insight into the project, (we want the City, businesses, and the residents happy with the finished product). We will then reach out to utility providers and request facility maps to help identify the underground utilities which may present conflicts with the proposed surface treatments. Using the information collected, we will then refine our field investigation plan and schedule field investigation work. The subsequent field work will include collection of topography, measuring of inverts and manholes and geotechnical investigation.

In the information gathering stage, we ask the city to paint specific locations for underground service alerts for our geotechnical investigation. We will provide maps and direction for each mark out location.

Pavement Assessment: Our pavement assessment efforts include pavement analytics, boots on the ground observations, geotechnical investigation, and laboratory testing.

Figure 1 of the RFP indicates surface treatments including; ac overlay of 2", full depth HMA, digout and repair, and reconstruct. While digout and repair solutions are straight forward, overlay, full depth HMA, and reconstruct solutions require specific information for cost-effective solutions. Our approach will ensure we deliver cost-effective solutions.

Pavement analytics will be performed using the LiDAR data that is collected with our topographic survey. This data be used to create a map and to quantify the area of surface defects for digout repair. This information will then be verified with a boots-on-the-ground survey. We have found that when the area of defects exceeds 20% of the area



of the street section, reconstruction is likely a more cost-effective solution. We will confirm the quantity of digouts and determine a cost-effective solution.

We performed laboratory testing on two subgrade samples with the 2020 Maple Street Storm Drain and Alley Rehabilitation project found that the R-Values were more than 10 times higher than the assumed R-Value of 5 which is required when laboratory testing is not available according to the City of Fort Bragg Standard Specifications. The high R-Values of the subgrade soils allowed for a cost-effective engineered pavement design. For this project, we will perform select pavement cores to determine the depth of the existing pavement and base materials and to collect subgrade samples for laboratory testing and to establish R-Values. Engineered pavement design will be performed using this information.

The value of the geotechnical investigation can be illustrated with the following example:

The minimum structural sections for streets classified as Minor & Cul-de-Sac is 3" HMA over 6" of Class II AB, as required by the City Standards. If laboratory testing proves R-Values of 40 or more, the minimum structural section can be replaced with a section of 2.5" HMA over 4.5" AB. This results in a savings of \$1.24/square foot. Applied to the total area of S. Harold St, Azalea Circle and Penitenti Way, the project can realize a savings of \$38,000!

The products of our field work will be used to develop and evaluate the surface treatments recommended in the PMP as well as alternative solutions for presentation to and selection by the City.

Optional Task: We have included optional tasks for the design of the storm Drainage system which is identified in the 2004 Storm Drainage Master plan. If the City wants to include these storm drainage improvements into the project, we have developed a scope of work to facilitate the design. With the storm drainage design, we recommend utilization of SiteScan to locate and mark the underground utilities within the proposed conduit alignment, prior to our field surveying, as this allows us to consider utility crossing locations and depths, before we establish the alignment. With the completion of 60% storm drainage design, we will coordinate with the City to pothole and measure underground utility crossings. The storm drainage design is an **optional task** which is not included in our base scope of services.

Letter Report: A letter report will be prepared to summarize the findings from our pavement analytics and geotechnical investigation. We will present options for surface treatments, including application of structural sections from the City Standards and our engineered pavement designs. A high-level budgetary cost estimate will also be prepared, which applies the unit costs for surface treatment options to the areas of surface treatment shown in Figure 1 of the RFP.

The Letter Report can be utilized by the City to facilitate selection of preferred design solutions for inclusion with the final design. The final Letter Report will reflect the selections made by the City and memorialize our path forward.

Plan Development: The selected design solutions from the Letter Report will be advanced into the Plans, Specifications and Estimates (PS&E). Construction documents will be prepared to describe the work required of the contractor. These documents will be submitted to the City for review and comment. All plan comments will be tracked in a comments matrix which will be submitted with the subsequent submittal, to ensure that each item is addressed. Layout and striping plans will be prepared at 40 scale.

We are planning to prepare specific construction details for ADA ramps 6, 7, 18 and 19 identified in the ADA Ramp table above. These curb ramps will be shown in construction details at 5 or 10 scale, depending upon complexity, and will include callouts for slopes and grades.

All other curb ramps will be noted for replacement with standard plans or details consistent with Caltrans and or city standards. The plan sheets will identify these ramps by type and list the area of concrete removal and replacement required for each, but will not include location specific grades or slopes.

Quality Assurance: Principals of R.E.Y. will perform reviews of documents prior to submittal to the City. Care will be taken to ensure that the construction documents meet our internal quality standards.



SCOPE OF SERVICES

Our Scope of Services will incorporate the Project Approach effort as clarified in the tasks identified below. Our scope of services is based upon our knowledge of the proposed project and our experiences with similar projects. We have included the value-added services, which we believe will result in a reduction in construction costs. R.E.Y. is willing to discuss the value of this effort to determine if the City would like to include these services. Our services will be delivered under the following tasks with the assumptions listed:

Scope Tasks

1. Project Management
2. Utility Coordination
3. Surveying
4. Pavement Assessment and Verification
5. Soil Investigation / Pavement Evaluation
6. Letter Report
7. Plans, Specifications and Estimates
8. Bid Period Services and Construction Support

Assumptions

- Proposed improvements will be contained within existing right of way and land acquisitions (permanent or temporary) will not be necessary
- *Coordination with the State Architects office is not required (no work is proposed on school property)*
- *Permits to enter and construct will be obtained by others*
- *The City will clarify the limits of work within each of the subject street sections prior to dispatch of survey crews*
- *The project's CEQA document will be a Categorical Exemption (15301 Existing Facilities)*
- *ADA Compliance will be included only where required by law, and clarified by FHWA in this document: https://www.fhwa.dot.gov/civilrights/programs/doj_fhwa_ta.cfm*
- *Proposed ADA improvements will be contained within existing impervious areas, and additional impervious surfaces will be designed to be less than 5,000 square feet*
- *Three project meetings will be conducted with the City to facilitate the review and approval of the construction documents, one on-site and two others will be virtual*
- *The City will assist with placing 'door hangers' requesting residents to move vehicles parked along the street to facilitate topographic mapping and measuring of inverts within drain inlets*
- *The City will provide front end bid documents*
- *The City will mark out the locations of missing or damaged gutter and or curb and gutter that they want upgraded with the project prior to the Mobile LiDAR scan*
- *The City, using R.E.Y. provided maps, will mark out geotechnical exploration areas for USA*

Task 1: Project Management

1.01 Project Coordination: R.E.Y. will manage the project team from notice to proceed through 100% Plans, Specifications and Estimates. We will prepare monthly invoices which will be submitted with status reports.

Project Manager, Aaron Brusatori, will coordinate with internal resources as well as our subconsultants to document topography, pavement soils information and subsurface utility locations. Our team will coordinate with City-forces to pothole locations where utility conflicts are probable based on existing data.

We will reach out to Caltrans to inform them of possible encroachments into their rights of way. We will provide additional details and prepare an encroachment permit application with the PS&E phase.

"During my years as a County Supervisor and Transportation Commission member I always appreciated Aaron's ability to present any given project to the Board and public clearly and concisely. He was always knowledgeable about the project, anticipated potential areas of concern and had possible solutions prepared. All while remaining objective and open minded to alternative suggestions from either the Board or public."

John Plasse, Commissioner, Amador County Transportation Commission and Retired Amador County Supervisor



Throughout the design and project delivery process, Aaron will conduct brief, bi-weekly, check in calls. These calls help to address questions and keep the project on schedule. If any action items are generated during these calls, they will be memorialized with a summary email.

1.02 Meetings: The project will include three formal meetings, one in-person and two virtual.

Our project will begin with a virtual Kick-Off meeting with the City. This is our first coordinated Team collaboration and will set the course of the project.

The second meeting is proposed shortly after submittal of the Draft Letter Report. The surveying and geotechnical investigation will have also been completed prior to this meeting. In this meeting City staff and Aaron will meet to review the findings and solutions presented in the Draft Letter Report, this will be an in-person meeting at the City office. We will have opportunity to observe and discuss specific areas of concern while in the field. Upon conclusion of that meeting, or shortly thereafter, it is expected that the City will have selected alternatives and provided direction for incorporation into the Plans, Specifications and Estimates.

The third meeting, virtual, is proposed after the City, has reviewed the 60% construction documents. We will conduct a conference call with the City to discuss the comments received and further develop or clarify solutions. We may also discuss construction funding opportunities so that the project may be adjusted to fit the available budget. We may work with City Staff to identify potential cost savings and/or phasing to meet known construction funding objectives at that time.

1.03 Phase II MS4: We will document that the City of Fort Bragg is outside of the MS4 Area limits as shown in the County of Mendocino Low Impact Development Standards Manual, Version 2.2 – May 2021. Although this project is not subject to MS4 requirements, water pollution control plans and details will be included in our design for conformance with the Construction General Permit (CGP).

1.04 CEQA NOE: We will prepare a Notice of Exemption for endorsement by the City and final recordation with the County of Mendocino.

Deliverables: Contract, budget and schedule management, coordination with the City and subconsultants, monthly summary of work and invoices, up to 3 meetings with City Staff, meeting agendas and minutes, prepared in digital .pdf format and 8.5"x11" hard copies, as applicable.

Task 2: Utility Coordination

2.01 Utility Letters: At project inception, R.E.Y. will send out A letters to the appropriate utility companies to obtain system maps prior to performance of field work. These maps will be used to focus the utility locating efforts within the work area. After City review and comment on the 60% design, R.E.Y. will identify any utility conflicts and send out Utility B letters to the appropriate utility purveyor(s). After City review of the 100% design, R.E.Y. will send out Utility C letters to the affected utility purveyors.

Task 3: Surveying

R.E.Y. will dispatch field crews to collect topography. Our survey work includes two stage effort with conventional and LiDAR data collection.

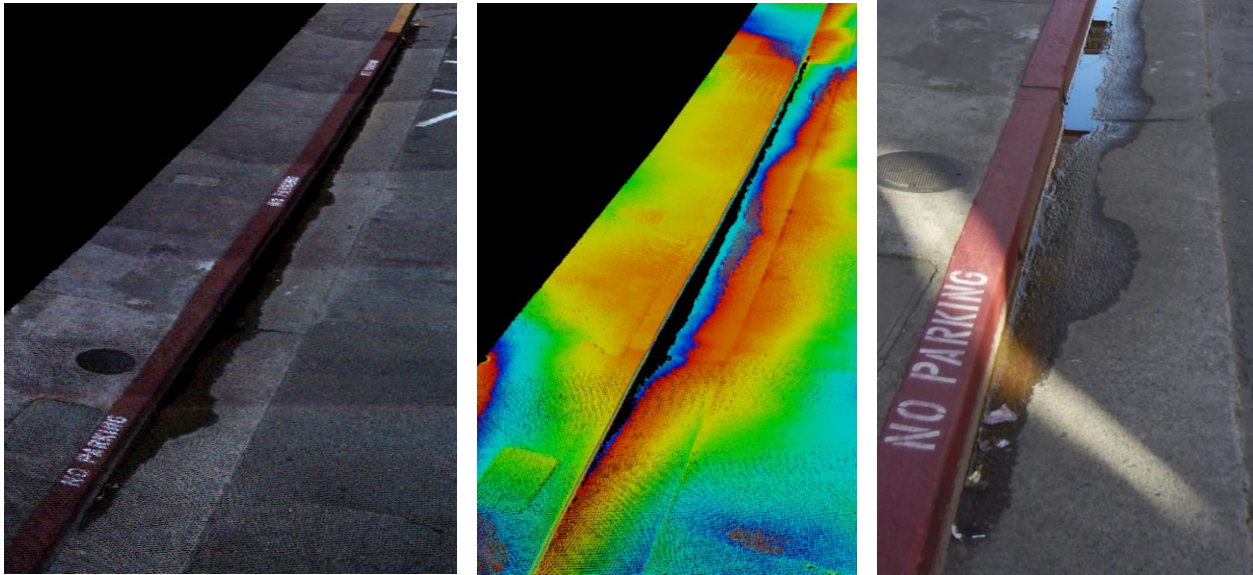
3.01 Topography: To define the project area topography, R.E.Y. will use a combination of terrestrial LiDAR and conventional surveying. Our engineers will work with our Survey crews to define the areas where the benefits of a dense LiDAR point cloud can be realized to document drainage flow patterns and to facilitate the design of non-standard ADA improvements. For the streets which are only to receive striping, the collected data will be extracted to establish limits of existing pavement, these areas will not be vertically controlled.



R.E.Y. LiDAR Data SR1 at Pine St.



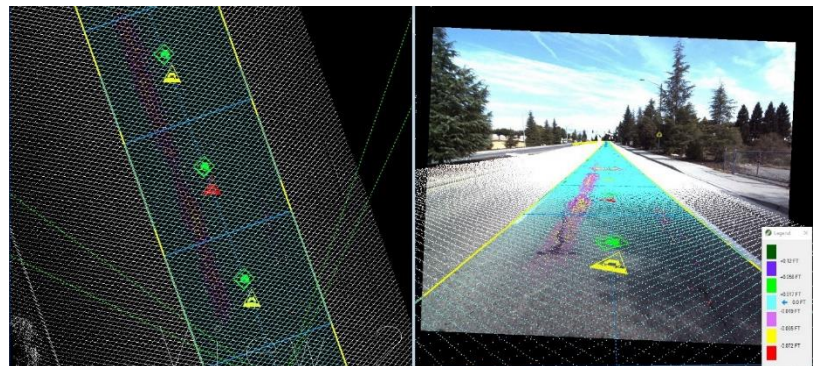
3.02 Right of Way Determination: It is assumed that all of the proposed improvements will fall within existing City rights of way. Depiction of existing rights of way will be based upon best-fitting record dimensions to physical improvements along the streets planned for pavement rehabilitation.



LiDAR Data Set – Gutter Drainage

Task 4: Pavement Assessment and Verification

4.01 Pavement Analytics: From the LiDAR data, we can extract lane lines which will be used as the bounds for each individual lanes’ automated pavement condition analysis. Using TopoDOT software, we will create grids the width of the lane and 11’ long, establish a plane using the dense point cloud, and identify any deviations from that plane. Based on the characteristics of the deviation, it will be classified as “rutting”, “corrugation”, “pothole”, “bump”, or “depression”, and each will be colored green, yellow, and red based on severity. The software will generate a report using ASTM D6433 severity threshold standards and indicate where they occur. The report will be used to generate a map of the identified areas which will then be “Ground Verified” with boots on the ground observations, to confirm the information.



Aerial and traveled lane view of TopoDOT pavement analysis software graphical

In addition, R.E.Y. will be able to utilize the same data that was extracted with the TopoDOT analysis to develop a CAD drawing quantifying the areas requiring dig outs.

4.02 Ground Verification: We will utilize the dig out map from the previous task to verify the locations and quantities of dig outs.

Deliverables: Base map including topography with one-half-foot contours and boundary information derived from records, overhead and underground utility locations, in digital .dwg and hard copy format.

Task 5: Soil Investigation / Pavement Evaluation

To provide cost-effective, alternative solutions, we have included task for Soil Investigation and Pavement Evaluation. The product of this task will be optimization of pavement designs to reduce construction costs.

Geocon will explore and evaluate the existing pavement structural section details and subsurface conditions within the project area and provide appropriate pavement rehabilitation recommendations. Our investigation will include



a field exploration program, geotechnical laboratory testing, engineering analysis, and report preparation. We have included the following tasks to complete this effort:

- Review available project maps and plans to select exploration locations.
- Perform a site reconnaissance to review project limits, existing conditions, and to evaluate exploration equipment access.
- Obtain a business license from the City of Fort Bragg (if/as required).
- Obtain an encroachment permit from the City of Fort Bragg (assumed no fee and bond requirements waived for this City project).
- **City forces** will mark out exploratory excavation locations in the field and Geocon will open an Underground Service Alert (USA) a minimum of two-working days (as required by law) prior to performing exploratory excavations at the site.
- Provide traffic control measures (cone-off work areas and provide necessary signage) during field operations as needed in accordance with City encroachment permit requirements. Given the narrow alley widths, this may require short-term alley closures.
- Perform up to seven (7) pavement cores using a portable electric core drill with a drill rig. Pavement cores will be retained for reference and photo documentation.
- Measure the existing pavement section material thicknesses (HMA and AB, if present) at each core location.
- Perform auger borings at the core locations to depths up to 15 feet to evaluate subsurface soil conditions and observe if shallow groundwater conditions are present.
- Obtain representative material samples (asphalt, aggregate base, and subgrade soil) from the core locations.
- Upon completion, backfill the excavations with sand/pea gravel. Asphalt cores will be patched with cold-patch asphalt concrete or rapid-set concrete per City permit requirements.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze field and laboratory data and prepare a summary report to include (but not be limited to) the following:
 - Site Plan showing locations of pavement cores/borings.
 - Existing pavement structural section material thicknesses at the core locations.
 - Description of site geology
 - Laboratory test results
 - Pavement rehabilitation recommendations
 - Concrete sidewalk, curb and gutter recommendations.
 - Construction considerations.

Deliverables: Soils report, Pavement Design

Task 6: Letter Report

6.01 Draft Letter Report: In the Letter Report, information collected and the products of the field work will be compiled, analyzed, reduced, summarized and presented. The Letter Report will include analysis of constructability and longevity of the proposed pavement rehabilitation solutions along with a high-level budgetary cost estimate which applies the unit costs for surface treatment options to the areas of surface treatment shown in Figure 1 of the RFP.

6.02 Final Letter Report: Upon review of the draft Letter Report, a final Letter Report will be issued memorializing the City's choices.

Deliverables: Draft & Final Letter Report including Cost Estimates in digital .pdf and native file formats.

Task 7: Plans, Specifications and Estimates

R.E.Y. will utilize the topographic information, subsurface investigations, and the City's selected design solutions to prepare construction documents which implement the solutions, improve drainage and provide accessible pedestrian facilities where necessary.

R.E.Y. will make minor modifications to the technical specifications that were prepared for the Maple Street Storm Drain and Alley Rehabilitation project so that they reflect the details for this project.



The technical specifications and special provisions will include City of Fort Bragg Standard Specifications and reference to Caltrans standard plans and specifications, when applicable. The construction contract will include the City's prepared front end contract language along with state contract requirements.

The R.E.Y. team will prepare cost estimates for submittal at the 60%, 90% and 100% design levels. These estimates will be based on quantities calculated from the plans with application of unit costs which consider recently-received bids for projects in Fort Bragg, as well as bid results from projects that are geographically appropriate.

The construction plans will be presented in hard copy on 22"x34" format.

7.01 60% Plans, Bid Item List and Estimate: We will prepare the 60% Plans, Bid item list, and Engineer's Estimate of Probable Construction Cost. The 60% plans will include a cover sheet, note and legend sheet, typical details, ADA detail placeholders, layout sheets at 40 scale, water pollution control plans, and striping plans at 40 scale.

7.02 60% Comment Response Matrix: Once comments on the 60% submittal package have been received, we will prepare a comment response matrix to document the response to comments.

7.03 90% Plans, Specifications and Estimates: The 90% Plans, Technical Specifications and Engineer's Estimate of Probable Construction Cost will be improved and incorporate the 60% comments. Details for 'custom' ADA ramps will be included at 90%. Staging and traffic control requirements will be included in the Special Provisions to provide the contractor the constraints under which they will be working. The City will provide the Front-End Specifications including the Notice to Bidders, Proposal (Agreement), General Conditions, and Special Provisions, etc. R.E.Y. will combine the Technical Specifications with the Front-End Specifications for this submittal. The Engineer's Estimate will be updated to reflect the quantities from the 90% Plans.

7.04 90% Comment Response Matrix: Once comments on the 90% submittal package have been received, we will update the comment response matrix to include the 90% comments.

7.05 Caltrans Encroachment Permit: At the 90% design level, we will prepare an encroachment permit application for Caltrans to facilitate work within their right of way. For this project we expect to replace traffic loops in E. Chestnut St. which serve the traffic signals on SR1, the limits of surface improvements at W Fir St. and Boatyard St. may also encroach into the Caltrans right of way.

7.05 100% (Final) Plans, Specifications and Estimates: Once the comments on the 90% submittal package have been received, we will update the comment matrix and prepare the 100% Plans, Specifications, and Engineer's Estimate of Probable Construction Cost. The 100% submittal will be bid ready.

7.06 60%, 90% and 100% (Final) Storm Drainage Design (Optional Task): Following the same pattern of submittal and review described above, R.E.Y. can prepare plan and profile sheets to facilitate the construction of the storm drainage pipes identified, within the project limits, from the 2004 Storm Drainage Master Plan. The proposed conduits are shown on N. Franklin between Pine St. and Fir St. and on Fir St. between SR1 and West Street. Design of these conduits will require additional effort to mark and locate existing underground utilities.

7.07 Utility Mark and locate for Storm Drain Alignment (Optional Task): SiteScan will utilize ground penetration and other non-destructive methods to locate existing underground facilities and determine approximate depths without excavation. These methods have proven useful in identifying unmapped utilities. Next, the R.E.Y. team will evaluate the burial depths of the located utilities and identify a subset of utility locations for *potholing by City forces*. In this approach, the pothole crews can follow 60% engineered design so that the location of the potholes are more accurate and there is less of a chance that additional potholes will be necessary. The limits for mark and locate will be the street sections above the storm drain conduits identified in the previous task.

7.08 Internal QA/QC: Prior to each submittal to the City, submittal documents will be subject to independent internal review. The comments from the internal review cycles will be addressed prior to submittal.

Deliverables: 60% and 90% PS&E Comment response matrix in .pdf and .xls or .doc format; 60%, and 90% PS&E will include an electronic .pdf copy, as well as digital native formats of the documents, .dwg, .doc, and .xls; 100% PS&E will include an original wet signed and stamped plan set and two (2) hard copies, electronic copy of finished product in digital .dwg format, and Microsoft Word and Excel as applicable.

**Task 8: Bid Period Services and Construction Support**

8.01 Bid Support: Once the bid documents are approved, we will assist the City throughout the bidding process. During the bidding advertisement phase, our team will assist by responding to questions and providing clarifications during the bidding process. We assume the bid support will include assistance with up to eight bidder questions and one bid addendum. Upon receipt of bids, we will prepare a bid analysis spreadsheet to compare contract unit costs and identify any discrepancies.

8.02 Conformed Construction Documents: Once the bidding is complete and a contractor has been selected, all addendums will be merged into one complete set of conformed construction documents.

8.03 Construction Engineering Support: As the design consultant, R.E.Y. will provide a minor amount of construction engineering support as requested by the City and/or construction management team including:

- Respond to Requests for Information (up to five RFI's)
- Provide Design Clarifications and submittal review (up to 10 hours)

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
R.E.Y. ENGINEERS, INC.**

THIS AGREEMENT is made and entered into this ___ day of December, 2021 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and R.E.Y. ENGINEERS, INC., a California Corporation, 905 Sutter Street, Suite 200, Folsom, California 95630 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering and design services for the 2022 Street Rehab Project, Street Striping, and Bollard Installation, City Project No. PWP-00120, 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

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 December 13, 2021 by Resolution No. [REDACTED] 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 as set forth in Consultant's Proposal 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 AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **One Hundred Seventy-five Thousand Dollars (\$175,000.00)**.

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 **November 15, 2022**. 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 **February 15, 2023** 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. 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) With respect to Consultant's commercial general liability coverage: "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 Assistant Director of Engineering,

Chantell O'Neal. 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 Aaron Brusatori, PE 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:

Aaron Brusatori, PE
R.E.Y. Engineers, Inc.
905 Sutter St., Suite 200
Folsom, CA 95630
Tel: 916-366-3040
Fax: 916-366-3303

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 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 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.

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: _____
Tabatha Miller
Its: City Manager

By: _____
Jim Fisher, PE
Its: Principal in Charge

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney



E. SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Fort Bragg is systematically identifying, designing, and constructing surface improvements throughout the City, implementing the goals of the 2017 Pavement Management Program. The 2022 Streets Rehab, Street Striping and Bollard Installation Project is a continuation of that effort. With the 2022 Project, the City intends to rehabilitate eight (8) identified streets, replace striping, pavement legends and raised pavement markers on nine (9) streets, and add removable bollards to select locations in the Central Business District (CBD). To better understand this project, our team performed site visits on November 22 and November 30. We also reviewed the following documents: 2018 Street Safety Plan, 2017 Pavement Management Program Update Final Report and the 2004 Storm Drain Master Plan. The limits of this project as are generally described in the tables below.

Work Limits

1. Street Rehabilitation					
Primary Streets					
Street	Area (sf) (RFP)	PCI (RFP)	Width (ft) (2017 PMP)	Length (ft)*	Recommended Treatment (RFP)
Boatyard St.	32,185	71	41	785	AC Overlay 2"
East Chestnut St.	19,920	18	40	480	Full Depth HMA
North Franklin St.	47,432	87	43	1,100**	Digout and Repair
South Franklin St.	43,564	72	43	1,010**	Digout and Repair
South Harold St.	10,192	25	16	640	Reconstruct
West Fir St.	35,475	16	43	825	AC Overlay 2"
TOTAL	188,768	-	-	4,840	-
Secondary Streets					
Street	Area (sf) (RFP)	PCI (RFP)	Width (ft) (2017 PMP)	Length (ft)*	Recommended Treatment (RFP)
Azalea Circle	10,450	22	38	275	Reconstruct
Penitenti Way	10,450	25	38	275	Reconstruct
TOTAL	20,900	-	-	550	-

*Length was calculated by dividing the area by the street width reported in the Section Description Inventory from the 2017 PMP (pages 33 to 38). Work limits will be clarified with the City prior to start of work.

**Figure 1 of the RFP shows Franklin St. from Cypress St. to E. Bush St. (approximately 6,000 lf) as selected for rehab. Our proposal assumes that the rehab area of Franklin St. is approximately 2,110 lf as calculated and described above. Work limits on N. and S. Franklin St. will be clarified with the City prior to start of work.

2. Street Striping		
Street	Begin	End
E. Chestnut St.	SR 1	S. Franklin St.
S. Lincoln St.	E. Chestnut St.	Willow St.
S. Harold St.	Maple St.	E. Oak St.
E. Oak St.	SR 1	31460 E. Oak St.
N. Franklin	E. Oak St.	E. Manzanita St.
E. Redwood Ave.	SR 1	N. Harold
E. Pine St.	SR 1	N. Corry St.
E. Manzanita St.	SR 1	N. Franklin

3. Bollard Placement		
New Proposed Bollards		
Primary Street	Intersecting Street	Location
N. Franklin St.	E. Oak St.	South Side
E. Oak St.	N100E	West Side
E. Alder St.	N100D/N200D	East Side
E. Alder St.	N100E/N200E	West Side
E. Redwood Ave.	N200D/N300D	East Side



3. Bollard Placement		
New Proposed Bollards		
Primary Street	Intersecting Street	Location
E. Redwood Ave.	N200E/N300E	West Side
E. Laurel St.	N300D/N400D	East Side
E. Laurel St.	N300E/N400E	West Side
Pine St.	N400E/N500E	West Side
Central Business District Added Bollards		
Primary Street	Intersecting Street	Location
N. Franklin St.	E. Redwood Ave.	South Side
N. Franklin St.	E. Laurel St.	South Side

Rehabilitation Methods

With the design of the 2020 Maple Street Storm Drain and Alley Rehabilitation project, we evaluated several pavement rehabilitation methods and found that due to the remote location of the City of Fort Bragg, methods such as Full Depth Reclamation or Cold In-Place Recycling were not viable, cost-effective alternatives.

We also confirmed, with our geotechnical investigation, that there were strong subgrade soils within that project’s limits allowing us to optimize pavement design and reduce construction costs. For the 2022 project, we will also utilize geotechnical investigation, to optimize pavement design. While this approach may cost more during design, we anticipate that the City will save at least three times the design cost during construction.

Street Rehabilitation

The City has identified eight (8) streets to receive surface treatments with this project consisting of structural overlays, digouts and repairs, and reconstruction, including full depth HMA or other means. The total length of the streets to receive surface treatments is just over 1 mile. Figure 1 of the RFP shows the general location of the work areas. The surface treatment areas for each street will be clarified by the city with specific start and stop locations, prior to dispatching our survey crews.

Boatyard St.: Work area limits on Boatyard St are understood to extend north, from the observed ‘newer pavement’ aligned with the yield sign near SR20 to the newer pavement observed near the north driveway into the Harvest Market (180 Boatyard Dr.).

Overall, the surface is in fairly good condition, consistent with the reported PCI of 71. Several areas are identified as requiring digouts and replacement of the asphalt surface, and others showed visible signs of base failure. This street may be a good candidate for localized surface and base repairs and the application of an engineered overlay or other surface treatment.

The pavement surface changes near the curb returns at State Route (SR) 20. Work within the Caltrans Right of Way, if necessary, will require a Caltrans Encroachment Permit.

East Chestnut St.: Work area limits on East Chestnut Street are understood to extend east from the Caltrans right of way which is assumed to be the east crosswalk stripe to through the curb returns on the east side of the intersection with S Franklin St.

The surface of E. Chestnut St. changes several times within the work area. Areas of base failure, as well as surface failure, are evident. Localized repair of the failure areas may allow for a less intensive rehabilitation than the full depth HMA proposed in the RFP.

Traffic loops for the signal at E. Chestnut and SR 1 will need to be replaced with this project and will require coordination with Caltrans and likely an encroachment permit.

North and South Franklin St.: Work limits on North and South Franklin extend from N. Harbor Dr. to South St. and are then intermittent, between E. Cypress St. and E. Bush St. The work limits on North and South Franklin will need to be clarified by the City prior to start of work.



Between E. Cypress St. and E. Bush St, raveling was observed with areas of visible surface and base failure. Failure areas were observed primarily within the travel lanes. The shoulders/parking lanes show less signs of distress. This street is a candidate for localized repairs and a slurry seal or microsurface.

Some of the colored and textured pavements may need to be reconstructed in the Central Business District. We have experience with several different methods which could be employed to replace the colored and textured pavements including stamped and stained asphalt and TrafficPatternsXD, a thermoplastic product that can be applied to asphalt surfaces.

South Harold St.: Work area limits on South Harold St. are understood to extend south from the face of curb at Chestnut St. to the end of the street.

This street has defects that include trench patches and base failures. This street is a likely candidate for removal of the existing pavement and replacement with full depth HMA. Full depth HMA may be applied similar to the detail used to reconstruct alleys with the 2020 project.

West Fir St.: The 2019 Streets Rehabilitation project included the design of an overlay treatment which, ultimately, was not constructed due to funding constraints. The limits of that project extended from the west end of Fir St., 825 ft east terminating between the cross-walk stripes near SR1. We are assuming that the work limits will be the same for this project.

Raveling, shoving and cracking were observed along this street. Base failure was not frequently observed. This street may be a good candidate for localized surface and base repairs and application of an overlay as previously proposed.

Azalea Circle St.: Work area limits on Azalea Circle are understood to extend west from the face of curb at S. Sanderson Way to the end of the Cul-de-sac.

Severe raveling and aging defects were observed along this street. Base failure does not appear to be a significant defect. This street may be a good candidate for removal of the existing HMA, recompaction of the existing base and application of a new HMA surface.

Penitenti Way: Work area limits on Penitenti St. are understood to extend west from the face of curb at S. Sanderson Way to the end of the Cul-de-sac.

Severe raveling and aging defects were observed along this street. Base failure does not appear to be a significant defect. This street may be a good candidate for removal of the existing HMA, recompaction of the existing base and application of a new HMA surface.

ADA Improvements: Per the United States Department of Justice (USDOJ) and Department of Transportation (USDOT), pavement rehabilitation projects that include an overlay or major alteration to the pavement surface require that existing curb ramps be improved to current Americans with Disabilities Act (ADA) standards, where necessary, and curb ramps be installed, where none exist, at locations where a sidewalk or other pedestrian walkway crosses a curb. However, the USDOJ and USDOT interpretation of the ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use. Where maintenance treatments are applied, ADA improvements are not required. Where required, standard ADA construction details will be used. In locations where conflicts with utility poles, drain inlets or existing grades present challenges, ADA improvements will be designed to meet the location-specific requirements.



S. Franklin St. at Madrone St. - Change in pavement surface can be clearly seen on Madrone St. This project may consider extension of surface treatment limits to this location and other similar locations to present a continuous finished product.



Our review of the project shows improvements will likely be required at the following locations:

ADA Improvements				
Ramp No.	Primary Street	Intersecting Street/Address	Quadrant	Notes
1	Boatyard St.	180 Boatyard St.	Northeast	New City Type G curb ramp at T-Intersection. Extended curb and gutter replacement to fix ponding & slope may be required.
2	E. Chestnut St.	SR 1 (Caltrans)	Northeast	New Caltrans Standard Case B curb ramp – One Ramp Installation on corner. Relocation to center ramp will be evaluated. MH adjustment likely. Crosswalk markings need to be corrected to allow crossing to northwest corner.
3	E. Chestnut St.	SR 1 (Caltrans)	Southeast	New Caltrans Standard Case C curb ramp – One Ramp Installation on corner. Relocation to center ramp to be evaluated. MH adjustment likely. Crosswalk markings need to be corrected to allow crossing to southwest corner.
4	S. Franklin St.	South St.	East	New Ramp will be needed if reconstruction limits extend to the valley gutter at South Street. New City Type E (blended) curb ramp to match other existing curb ramps at intersection. New crosswalk marking requires to provide safe crossing to north Corner. Pedestrian Barrier required. 50' of new sidewalk is recommended to fill gap in sidewalk to the south to connect sidewalk to new ramp.
5	S. Franklin St.	N. Harbor Dr.	Northeast & Southeast	It appears there is no existing pedestrian walkway that crosses a curb at this intersection. If a curb ramp at the Northeast and Southeast corner are preferred by the City, then improvements will include two new custom curb ramp designs (non-standard) with a section of new sidewalk to fill in gap and a new driveway crossing. <i>We have not included the design of these curb ramps in our fee proposal.</i>
6*	S. Harold St.	E. Chestnut St.	Southwest	New custom (non-standard) curb ramp and bulb-out to align with Southeast curb ramp with bulb out.
7*	S. Harold St.	E. Chestnut St.	Southeast	New custom (non-standard) curb ramp and bulb-out to get around FH and utility pole on east side. May need to relocate DI.
8	W. Fir St.	SR 1 (Caltrans)	Southwest	New Caltrans Standard Case CM (blended) curb ramp similar to existing conditions with new curb and gutter. Could be avoided if improvements begin west of crosswalk.
9	W. Fir St.	SR 1 (Caltrans)	Northwest	New Caltrans Standard Case CM (blended) curb ramp similar to existing conditions with new curb and gutter. Could be avoided if improvements begin west of crosswalk.
10	W. Fir St.	Stewart St.	Northeast	New City Type G curb ramp.
11	W. Fir St.	Stewart St.	Southeast	New City Type G curb ramp and drain inlet adjustment. May need to acquire ROW due to utility pole.
12	W. Fir St.	Stewart St.	Southwest	New City Type G curb ramp.
13	W. Fir St.	Stewart St.	Northwest	New City Type G curb ramp.
14	W. Fir St.	West St.	Northeast	New City Type G curb ramp.
15	W. Fir St.	West St.	Southeast	New City Type G curb ramp.
16	Azalea Circle	S. Sanderson Way	Northwest	New City Type G curb ramp.
17	Azalea Circle	S. Sanderson Way	Southwest	New City Type G curb ramp.



ADA Improvements				
Ramp No.	Primary Street	Intersecting Street/Address	Quadrant	Notes
18*	Penitenti Way	S. Sanderson Way	Northwest	New City Type G curb ramp with bulb out due to existing sidewalk with 3-foot width.
19*	Penitenti Way	S. Sanderson Way	Southwest	New City Type G curb ramp and bulb out to align with new Northwest curb with ramp bulb out.

*Curb ramps which require custom designs

Utility Coordination: Work around existing utilities will require documentation and coordination with the utility owners. Manhole lids and valve boxes were observed on the surface throughout the project limits which will require adjustment to grade within the proposed work area. The excavation required to rehabilitate the paved surfaces is expected to have a maximum depth of 8" to 12" which should avoid most standard depth underground utilities. If a pocket of clayey soil is discovered, deeper excavation may be required to mitigate.

With the 2020 Project, we crossed several shallow utilities, which are challenging. From utility maps, we will identify underground facilities within the work area and the utilities that we will be crossing and coordinate with the City to pothole specific locations with their crews.

Storm Drain: Existing paved surfaces within the work area may have poor drainage. Adjacent properties often convey storm water to the road surface using under sidewalk drains. The proposed design should maintain and/or improve, when necessary, the surface drainage conditions, including maintaining the existing under sidewalk drains. Missing gutter sections may be installed in specific areas to improve surface drainage.

Underground storm drainage improvements are not identified as a component of this RFP. The 2004 Storm Drain Master Plan recommends installation of underground conduits within Franklin St. and Fir St. A new 30" conduit is recommended for installation in Franklin St. between Pine St. and Fir St. A new 48" conduit is identified within Fir St. between SR1 and West St. Should the City decide to include the master plan storm drain improvements with this project, R.E.Y. has included an **optional** scope of work task to design the underground improvements, including an optional Utility Mark and Locate task.

Street Striping

As stated in the RFP, pavement surface markings are essential in conveying direction and guidance to drivers and pedestrians. The 2018 Street Safety Plan included public engagement and analysis of existing conditions and presented recommendations for striping implementation along Pine St., within the limits of this project. The concepts of the 2018 Safety Plan may be implemented on the other streets within this project. We will look to that plan and the MUTCD to develop striping plans.

Bollard Placement

The City, in coordination with the Central Business District, has identified locations for the placement of removable bollards. The purpose of the bollards is to limit vehicular traffic and protect pedestrians during special events such as the farmers market, parades and car shows. Proposed bollards will be similar to the existing removable bollards which are located on N. Franklin St. between E. Laurel St. and E. Pine St.

Post Construction Stormwater Management

We have reviewed the Mendocino County Low Impact Development Standards Manual and found that the City of Fort Bragg is outside of the MS4 area and does not need to comply with those standards. Consistent with the Construction General Permit (CGP), water pollution control plans will be prepared and included with the design documents.

California Environmental Quality Act (CEQA)

Section 15301(c) of CEQA provides a categorical exemption for projects on existing highways and streets which do not create additional automobile travel lanes. This project is consistent with 15301(c) and the appropriate CEQA document will be filing of a Notice of Exemption (NOE).



Project Budget

We understand that the City has adopted the 2022 Capital Improvement Program which includes a project construction budget \$1.7M. We understand that the City would like to construct the project in 2022. We have observed construction costs to be higher on projects bid in the summer. With a summer bid period, we will adjust the unit costs in our engineers cost estimates accordingly.

We will apply unit costs, projected from the 2020 Maple Street Storm Drain and Alley Rehabilitation project (table below) to develop construction budgets, early in the design process. This will help us to determine if work limit adjustments will need to be made to deliver the project within budget.

Estimated Unit Costs

Bid Item	Units of Measure	Unit Cost
Remove Base and Surfacing	CY	\$150.00
Adjust Utility to Grade	EA	\$1,760.00
Conform Grind	LF	\$18.00
HMA	Ton	\$210.00
HMA Overlay 2"	SF	\$2.60
HMA Overlay 1.5"	SF	\$1.95
Slurry Seal (Type II)	SF	\$6.90
Concrete Sidewalk	SF	\$27.00
Traffic Stripe	LF	\$1.95

PROJECT APPROACH

Our approach includes a clear definition of the existing conditions and thoughtful development of solutions to remedy observed deficiencies and achieve compliance with ADA. We have included tasks in our base scope of services to perform a rigorous field investigation that will sample and analyze the existing road sections and soils and define the topography so we can design cost-effective pavement rehabilitation and ADA compliance improvements. As part of our optional tasks, we have proposed locating underground utilities and designing drainage improvements to minimize utility conflicts during construction and resolve drainage deficiencies.

Information Gathering: Our Project Manager, Aaron Brusatori, will meet with City staff to discuss what worked well for the City on previous projects, understand what can be improved upon, we will review observations, and further clarify project objectives. We will collect all available supplemental information from the City such as utility maps for water and sewer, right of way maps, utility contact information, confirm recent bid documents and bid results as well as comments or correspondence with adjacent land owners that may provide valuable insight into the project, (we want the City, businesses, and the residents happy with the finished product). We will then reach out to utility providers and request facility maps to help identify the underground utilities which may present conflicts with the proposed surface treatments. Using the information collected, we will then refine our field investigation plan and schedule field investigation work. The subsequent field work will include collection of topography, measuring of inverts and manholes and geotechnical investigation.

In the information gathering stage, we ask the city to paint specific locations for underground service alerts for our geotechnical investigation. We will provide maps and direction for each mark out location.

Pavement Assessment: Our pavement assessment efforts include pavement analytics, boots on the ground observations, geotechnical investigation, and laboratory testing.

Figure 1 of the RFP indicates surface treatments including; ac overlay of 2", full depth HMA, digout and repair, and reconstruct. While digout and repair solutions are straight forward, overlay, full depth HMA, and reconstruct solutions require specific information for cost-effective solutions. Our approach will ensure we deliver cost-effective solutions.

Pavement analytics will be performed using the LiDAR data that is collected with our topographic survey. This data be used to create a map and to quantify the area of surface defects for digout repair. This information will then be verified with a boots-on-the-ground survey. We have found that when the area of defects exceeds 20% of the area



of the street section, reconstruction is likely a more cost-effective solution. We will confirm the quantity of digouts and determine a cost-effective solution.

We performed laboratory testing on two subgrade samples with the 2020 Maple Street Storm Drain and Alley Rehabilitation project found that the R-Values were more than 10 times higher than the assumed R-Value of 5 which is required when laboratory testing is not available according to the City of Fort Bragg Standard Specifications. The high R-Values of the subgrade soils allowed for a cost-effective engineered pavement design. For this project, we will perform select pavement cores to determine the depth of the existing pavement and base materials and to collect subgrade samples for laboratory testing and to establish R-Values. Engineered pavement design will be performed using this information.

The value of the geotechnical investigation can be illustrated with the following example:

The minimum structural sections for streets classified as Minor & Cul-de-Sac is 3" HMA over 6" of Class II AB, as required by the City Standards. If laboratory testing proves R-Values of 40 or more, the minimum structural section can be replaced with a section of 2.5" HMA over 4.5" AB. This results in a savings of \$1.24/square foot. Applied to the total area of S. Harold St, Azalea Circle and Penitenti Way, the project can realize a savings of \$38,000!

The products of our field work will be used to develop and evaluate the surface treatments recommended in the PMP as well as alternative solutions for presentation to and selection by the City.

Optional Task: We have included optional tasks for the design of the storm Drainage system which is identified in the 2004 Storm Drainage Master plan. If the City wants to include these storm drainage improvements into the project, we have developed a scope of work to facilitate the design. With the storm drainage design, we recommend utilization of SiteScan to locate and mark the underground utilities within the proposed conduit alignment, prior to our field surveying, as this allows us to consider utility crossing locations and depths, before we establish the alignment. With the completion of 60% storm drainage design, we will coordinate with the City to pothole and measure underground utility crossings. The storm drainage design is an **optional task** which is not included in our base scope of services.

Letter Report: A letter report will be prepared to summarize the findings from our pavement analytics and geotechnical investigation. We will present options for surface treatments, including application of structural sections from the City Standards and our engineered pavement designs. A high-level budgetary cost estimate will also be prepared, which applies the unit costs for surface treatment options to the areas of surface treatment shown in Figure 1 of the RFP.

The Letter Report can be utilized by the City to facilitate selection of preferred design solutions for inclusion with the final design. The final Letter Report will reflect the selections made by the City and memorialize our path forward.

Plan Development: The selected design solutions from the Letter Report will be advanced into the Plans, Specifications and Estimates (PS&E). Construction documents will be prepared to describe the work required of the contractor. These documents will be submitted to the City for review and comment. All plan comments will be tracked in a comments matrix which will be submitted with the subsequent submittal, to ensure that each item is addressed. Layout and striping plans will be prepared at 40 scale.

We are planning to prepare specific construction details for ADA ramps 6, 7, 18 and 19 identified in the ADA Ramp table above. These curb ramps will be shown in construction details at 5 or 10 scale, depending upon complexity, and will include callouts for slopes and grades.

All other curb ramps will be noted for replacement with standard plans or details consistent with Caltrans and or city standards. The plan sheets will identify these ramps by type and list the area of concrete removal and replacement required for each, but will not include location specific grades or slopes.

Quality Assurance: Principals of R.E.Y. will perform reviews of documents prior to submittal to the City. Care will be taken to ensure that the construction documents meet our internal quality standards.



SCOPE OF SERVICES

Our Scope of Services will incorporate the Project Approach effort as clarified in the tasks identified below. Our scope of services is based upon our knowledge of the proposed project and our experiences with similar projects. We have included the value-added services, which we believe will result in a reduction in construction costs. R.E.Y. is willing to discuss the value of this effort to determine if the City would like to include these services. Our services will be delivered under the following tasks with the assumptions listed:

Scope Tasks

1. Project Management
2. Utility Coordination
3. Surveying
4. Pavement Assessment and Verification
5. Soil Investigation / Pavement Evaluation
6. Letter Report
7. Plans, Specifications and Estimates
8. Bid Period Services and Construction Support

Assumptions

- Proposed improvements will be contained within existing right of way and land acquisitions (permanent or temporary) will not be necessary
- *Coordination with the State Architects office is not required (no work is proposed on school property)*
- *Permits to enter and construct will be obtained by others*
- *The City will clarify the limits of work within each of the subject street sections prior to dispatch of survey crews*
- *The project's CEQA document will be a Categorical Exemption (15301 Existing Facilities)*
- *ADA Compliance will be included only where required by law, and clarified by FHWA in this document: https://www.fhwa.dot.gov/civilrights/programs/doj_fhwa_ta.cfm*
- *Proposed ADA improvements will be contained within existing impervious areas, and additional impervious surfaces will be designed to be less than 5,000 square feet*
- *Three project meetings will be conducted with the City to facilitate the review and approval of the construction documents, one on-site and two others will be virtual*
- *The City will assist with placing 'door hangers' requesting residents to move vehicles parked along the street to facilitate topographic mapping and measuring of inverts within drain inlets*
- *The City will provide front end bid documents*
- *The City will mark out the locations of missing or damaged gutter and or curb and gutter that they want upgraded with the project prior to the Mobile LiDAR scan*
- *The City, using R.E.Y. provided maps, will mark out geotechnical exploration areas for USA*

Task 1: Project Management

1.01 Project Coordination: R.E.Y. will manage the project team from notice to proceed through 100% Plans, Specifications and Estimates. We will prepare monthly invoices which will be submitted with status reports.

Project Manager, Aaron Brusatori, will coordinate with internal resources as well as our subconsultants to document topography, pavement soils information and subsurface utility locations. Our team will coordinate with City-forces to pothole locations where utility conflicts are probable based on existing data.

We will reach out to Caltrans to inform them of possible encroachments into their rights of way. We will provide additional details and prepare an encroachment permit application with the PS&E phase.

"During my years as a County Supervisor and Transportation Commission member I always appreciated Aaron's ability to present any given project to the Board and public clearly and concisely. He was always knowledgeable about the project, anticipated potential areas of concern and had possible solutions prepared. All while remaining objective and open minded to alternative suggestions from either the Board or public."

John Plasse, Commissioner, Amador County Transportation Commission and Retired Amador County Supervisor



Throughout the design and project delivery process, Aaron will conduct brief, bi-weekly, check in calls. These calls help to address questions and keep the project on schedule. If any action items are generated during these calls, they will be memorialized with a summary email.

1.02 Meetings: The project will include three formal meetings, one in-person and two virtual.

Our project will begin with a virtual Kick-Off meeting with the City. This is our first coordinated Team collaboration and will set the course of the project.

The second meeting is proposed shortly after submittal of the Draft Letter Report. The surveying and geotechnical investigation will have also been completed prior to this meeting. In this meeting City staff and Aaron will meet to review the findings and solutions presented in the Draft Letter Report, this will be an in-person meeting at the City office. We will have opportunity to observe and discuss specific areas of concern while in the field. Upon conclusion of that meeting, or shortly thereafter, it is expected that the City will have selected alternatives and provided direction for incorporation into the Plans, Specifications and Estimates.

The third meeting, virtual, is proposed after the City, has reviewed the 60% construction documents. We will conduct a conference call with the City to discuss the comments received and further develop or clarify solutions. We may also discuss construction funding opportunities so that the project may be adjusted to fit the available budget. We may work with City Staff to identify potential cost savings and/or phasing to meet known construction funding objectives at that time.

1.03 Phase II MS4: We will document that the City of Fort Bragg is outside of the MS4 Area limits as shown in the County of Mendocino Low Impact Development Standards Manual, Version 2.2 – May 2021. Although this project is not subject to MS4 requirements, water pollution control plans and details will be included in our design for conformance with the Construction General Permit (CGP).

1.04 CEQA NOE: We will prepare a Notice of Exemption for endorsement by the City and final recordation with the County of Mendocino.

Deliverables: Contract, budget and schedule management, coordination with the City and subconsultants, monthly summary of work and invoices, up to 3 meetings with City Staff, meeting agendas and minutes, prepared in digital .pdf format and 8.5"x11" hard copies, as applicable.

Task 2: Utility Coordination

2.01 Utility Letters: At project inception, R.E.Y. will send out A letters to the appropriate utility companies to obtain system maps prior to performance of field work. These maps will be used to focus the utility locating efforts within the work area. After City review and comment on the 60% design, R.E.Y. will identify any utility conflicts and send out Utility B letters to the appropriate utility purveyor(s). After City review of the 100% design, R.E.Y. will send out Utility C letters to the affected utility purveyors.

Task 3: Surveying

R.E.Y. will dispatch field crews to collect topography. Our survey work includes two stage effort with conventional and LiDAR data collection.

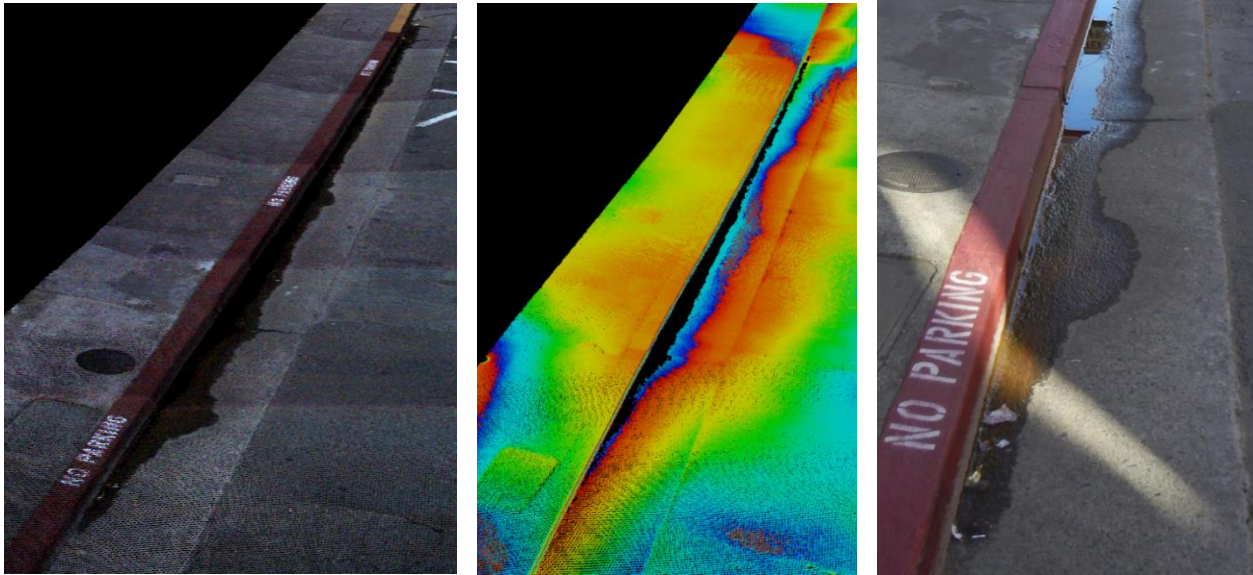
3.01 Topography: To define the project area topography, R.E.Y. will use a combination of terrestrial LiDAR and conventional surveying. Our engineers will work with our Survey crews to define the areas where the benefits of a dense LiDAR point cloud can be realized to document drainage flow patterns and to facilitate the design of non-standard ADA improvements. For the streets which are only to receive striping, the collected data will be extracted to establish limits of existing pavement, these areas will not be vertically controlled.



R.E.Y. LiDAR Data SR1 at Pine St.



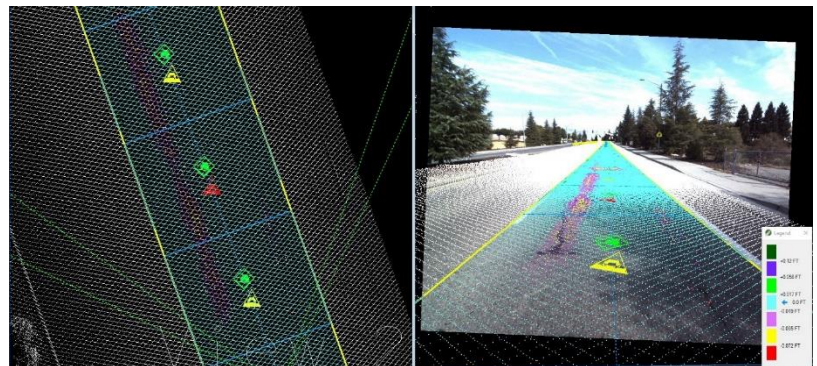
3.02 Right of Way Determination: It is assumed that all of the proposed improvements will fall within existing City rights of way. Depiction of existing rights of way will be based upon best-fitting record dimensions to physical improvements along the streets planned for pavement rehabilitation.



LiDAR Data Set – Gutter Drainage

Task 4: Pavement Assessment and Verification

4.01 Pavement Analytics: From the LiDAR data, we can extract lane lines which will be used as the bounds for each individual lanes’ automated pavement condition analysis. Using TopoDOT software, we will create grids the width of the lane and 11’ long, establish a plane using the dense point cloud, and identify any deviations from that plane. Based on the characteristics of the deviation, it will be classified as “rutting”, “corrugation”, “pothole”, “bump”, or “depression”, and each will be colored green, yellow, and red based on severity. The software will generate a report using ASTM D6433 severity threshold standards and indicate where they occur. The report will be used to generate a map of the identified areas which will then be “Ground Verified” with boots on the ground observations, to confirm the information.



Aerial and traveled lane view of TopoDOT pavement analysis software graphical

In addition, R.E.Y. will be able to utilize the same data that was extracted with the TopoDOT analysis to develop a CAD drawing quantifying the areas requiring dig outs.

4.02 Ground Verification: We will utilize the dig out map from the previous task to verify the locations and quantities of dig outs.

Deliverables: Base map including topography with one-half-foot contours and boundary information derived from records, overhead and underground utility locations, in digital .dwg and hard copy format.

Task 5: Soil Investigation / Pavement Evaluation

To provide cost-effective, alternative solutions, we have included task for Soil Investigation and Pavement Evaluation. The product of this task will be optimization of pavement designs to reduce construction costs.

Geocon will explore and evaluate the existing pavement structural section details and subsurface conditions within the project area and provide appropriate pavement rehabilitation recommendations. Our investigation will include



a field exploration program, geotechnical laboratory testing, engineering analysis, and report preparation. We have included the following tasks to complete this effort:

- Review available project maps and plans to select exploration locations.
- Perform a site reconnaissance to review project limits, existing conditions, and to evaluate exploration equipment access.
- Obtain a business license from the City of Fort Bragg (if/as required).
- Obtain an encroachment permit from the City of Fort Bragg (assumed no fee and bond requirements waived for this City project).
- **City forces** will mark out exploratory excavation locations in the field and Geocon will open an Underground Service Alert (USA) a minimum of two-working days (as required by law) prior to performing exploratory excavations at the site.
- Provide traffic control measures (cone-off work areas and provide necessary signage) during field operations as needed in accordance with City encroachment permit requirements. Given the narrow alley widths, this may require short-term alley closures.
- Perform up to seven (7) pavement cores using a portable electric core drill with a drill rig. Pavement cores will be retained for reference and photo documentation.
- Measure the existing pavement section material thicknesses (HMA and AB, if present) at each core location.
- Perform auger borings at the core locations to depths up to 15 feet to evaluate subsurface soil conditions and observe if shallow groundwater conditions are present.
- Obtain representative material samples (asphalt, aggregate base, and subgrade soil) from the core locations.
- Upon completion, backfill the excavations with sand/pea gravel. Asphalt cores will be patched with cold-patch asphalt concrete or rapid-set concrete per City permit requirements.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze field and laboratory data and prepare a summary report to include (but not be limited to) the following:
 - Site Plan showing locations of pavement cores/borings.
 - Existing pavement structural section material thicknesses at the core locations.
 - Description of site geology
 - Laboratory test results
 - Pavement rehabilitation recommendations
 - Concrete sidewalk, curb and gutter recommendations.
 - Construction considerations.

Deliverables: Soils report, Pavement Design

Task 6: Letter Report

6.01 Draft Letter Report: In the Letter Report, information collected and the products of the field work will be compiled, analyzed, reduced, summarized and presented. The Letter Report will include analysis of constructability and longevity of the proposed pavement rehabilitation solutions along with a high-level budgetary cost estimate which applies the unit costs for surface treatment options to the areas of surface treatment shown in Figure 1 of the RFP.

6.02 Final Letter Report: Upon review of the draft Letter Report, a final Letter Report will be issued memorializing the City's choices.

Deliverables: Draft & Final Letter Report including Cost Estimates in digital .pdf and native file formats.

Task 7: Plans, Specifications and Estimates

R.E.Y. will utilize the topographic information, subsurface investigations, and the City's selected design solutions to prepare construction documents which implement the solutions, improve drainage and provide accessible pedestrian facilities where necessary.

R.E.Y. will make minor modifications to the technical specifications that were prepared for the Maple Street Storm Drain and Alley Rehabilitation project so that they reflect the details for this project.



The technical specifications and special provisions will include City of Fort Bragg Standard Specifications and reference to Caltrans standard plans and specifications, when applicable. The construction contract will include the City's prepared front end contract language along with state contract requirements.

The R.E.Y. team will prepare cost estimates for submittal at the 60%, 90% and 100% design levels. These estimates will be based on quantities calculated from the plans with application of unit costs which consider recently-received bids for projects in Fort Bragg, as well as bid results from projects that are geographically appropriate.

The construction plans will be presented in hard copy on 22"x34" format.

7.01 60% Plans, Bid Item List and Estimate: We will prepare the 60% Plans, Bid item list, and Engineer's Estimate of Probable Construction Cost. The 60% plans will include a cover sheet, note and legend sheet, typical details, ADA detail placeholders, layout sheets at 40 scale, water pollution control plans, and striping plans at 40 scale.

7.02 60% Comment Response Matrix: Once comments on the 60% submittal package have been received, we will prepare a comment response matrix to document the response to comments.

7.03 90% Plans, Specifications and Estimates: The 90% Plans, Technical Specifications and Engineer's Estimate of Probable Construction Cost will be improved and incorporate the 60% comments. Details for 'custom' ADA ramps will be included at 90%. Staging and traffic control requirements will be included in the Special Provisions to provide the contractor the constraints under which they will be working. The City will provide the Front-End Specifications including the Notice to Bidders, Proposal (Agreement), General Conditions, and Special Provisions, etc. R.E.Y. will combine the Technical Specifications with the Front-End Specifications for this submittal. The Engineer's Estimate will be updated to reflect the quantities from the 90% Plans.

7.04 90% Comment Response Matrix: Once comments on the 90% submittal package have been received, we will update the comment response matrix to include the 90% comments.

7.05 Caltrans Encroachment Permit: At the 90% design level, we will prepare an encroachment permit application for Caltrans to facilitate work within their right of way. For this project we expect to replace traffic loops in E. Chestnut St. which serve the traffic signals on SR1, the limits of surface improvements at W Fir St. and Boatyard St. may also encroach into the Caltrans right of way.

7.05 100% (Final) Plans, Specifications and Estimates: Once the comments on the 90% submittal package have been received, we will update the comment matrix and prepare the 100% Plans, Specifications, and Engineer's Estimate of Probable Construction Cost. The 100% submittal will be bid ready.

7.06 60%, 90% and 100% (Final) Storm Drainage Design (Optional Task): Following the same pattern of submittal and review described above, R.E.Y. can prepare plan and profile sheets to facilitate the construction of the storm drainage pipes identified, within the project limits, from the 2004 Storm Drainage Master Plan. The proposed conduits are shown on N. Franklin between Pine St. and Fir St. and on Fir St. between SR1 and West Street. Design of these conduits will require additional effort to mark and locate existing underground utilities.

7.07 Utility Mark and locate for Storm Drain Alignment (Optional Task): SiteScan will utilize ground penetration and other non-destructive methods to locate existing underground facilities and determine approximate depths without excavation. These methods have proven useful in identifying unmapped utilities. Next, the R.E.Y. team will evaluate the burial depths of the located utilities and identify a subset of utility locations for *potholing by City forces*. In this approach, the pothole crews can follow 60% engineered design so that the location of the potholes are more accurate and there is less of a chance that additional potholes will be necessary. The limits for mark and locate will be the street sections above the storm drain conduits identified in the previous task.

7.08 Internal QA/QC: Prior to each submittal to the City, submittal documents will be subject to independent internal review. The comments from the internal review cycles will be addressed prior to submittal.

Deliverables: 60% and 90% PS&E Comment response matrix in .pdf and .xls or .doc format; 60%, and 90% PS&E will include an electronic .pdf copy, as well as digital native formats of the documents, .dwg, .doc, and .xls; 100% PS&E will include an original wet signed and stamped plan set and two (2) hard copies, electronic copy of finished product in digital .dwg format, and Microsoft Word and Excel as applicable.

**Task 8: Bid Period Services and Construction Support**

8.01 Bid Support: Once the bid documents are approved, we will assist the City throughout the bidding process. During the bidding advertisement phase, our team will assist by responding to questions and providing clarifications during the bidding process. We assume the bid support will include assistance with up to eight bidder questions and one bid addendum. Upon receipt of bids, we will prepare a bid analysis spreadsheet to compare contract unit costs and identify any discrepancies.

8.02 Conformed Construction Documents: Once the bidding is complete and a contractor has been selected, all addendums will be merged into one complete set of conformed construction documents.

8.03 Construction Engineering Support: As the design consultant, R.E.Y. will provide a minor amount of construction engineering support as requested by the City and/or construction management team including:

- Respond to Requests for Information (up to five RFI's)
- Provide Design Clarifications and submittal review (up to 10 hours)



F. BUDGET & SCHEDULE OF CHARGES

We have developed a scope of services to deliver the most cost-effective overall project. Our proposal honors what the city has requested in the RFP while incorporating lessons we've learned along the way delivering these types of projects. We understand that our budget exceeds the budget of \$154,000 which is listed in the City of Fort Bragg Adopted Budget FY 2021/22, and we are happy to discuss the assumptions we made and our proposed scope and fee further with the City to find a mutually agreed upon scope of services and level of effort to perform those tasks.

2022 Streets Rehabilitation Project - Fee Estimate	
Scope of Work	Fee
Project Management (6 Months)	\$17,000.00
Utility Coordination	\$5,600.00
Surveying	\$43,000.00
Pavement Condition Assessment Verification	\$9,600.00
Soils Investigation and Pavement Design	\$12,700.00
Letter Report	\$4,000.00
Plans Specifications and Estimates	\$77,000.00
Bid Period Services and Construction Support	\$6,100.00
Total	\$175,000.00

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Fort Bragg

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

File Number: 21-617

Agenda Date: 12/13/2021

Version: 1

Status: Business

In Control: City Council

File Type: ID Resolution

Agenda Number: 8C.

Receive Report and Consider Adoption of Fort Bragg Municipal Improvement District No. 1 Resolution Accepting the Bid of Nor-Cal Pipeline Services as the Lowest Responsive Bid, Awarding the 2021 Cure-In-Place Pipe (CIPP) Project, City Project No. WWP-00023 to Nor-Cal Pipeline Services; Authorizing the District Manager to Execute Contract (Amount Not to Exceed \$192,050.00; Account No. 716-7004-0731); and Approving Budget Amendment No. 2022-14



AGENCY: Municipal Improvement District
MEETING DATE: December 13, 2021
DEPARTMENT: Public Works
PRESENTED BY: John Smith
EMAIL ADDRESS: jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of Fort Bragg Municipal Improvement District No. 1 Resolution Accepting the Bid of Nor-Cal Pipeline Services as the Lowest Responsive Bid, Awarding the 2021 Cure-In-Place Pipe (CIPP) Project, City Project No. WWP-00023 to Nor-Cal Pipeline Services; Authorizing the District Manager to Execute Contract (Amount Not to Exceed \$192,050.00; Account No. 716-7004-0731); and Approving Budget Amendment No. 2022-14

ISSUE:

The Fort Bragg Municipal Improvement District No. 1 includes miles of sewer and water lines. Much of the existing sewer system is composed of clay pipes that are in need of refurbishment. The Capital Improvement Program includes \$130,000 for the 2021 Cure-In-Place Pipe (CIPP) Project. In order to expand the project to include all areas in the vicinity of existing waterways, Budget Amendment 2022-14 in the amount of \$62,050 is required, for a total project budget of \$192,050.

The bid package included specifications for 278 linear feet (LF) of 10" liner, 4,030 LF of 8" liner, and 672 LF of 6" liner for a total of 4,980 LF (~0.94 miles). Areas to be refurbished are generally located in proximity to an existing waterway and include the following locations:

- Lower portion of North Harbor Drive
- Oak Terrace
- Nancy Way
- Cedar from west of Nancy Way to N Sanderson Way
- Lower portion of S Harbor Drive
- Pipeline running from Highway 1 (near Riverview) to S Harbor Drive.

The Public Works Department released the Notice Inviting Bids (NIB) for the 2021 CIPP Project on October 28, 2021. On November 19, 2021, the City opened four (4) bids.

ANALYSIS:

Bids were evaluated on the amount of the bid. The lowest bidder is Nor-Cal Pipeline Services, with a \$192,050 bid. The second-lowest bidder, Southwest Pipeline and Trenchless, came in with a bid of \$196,710, less than 2% higher than Nor-Cal. Express Sewer & Drain submitted a bid of \$273,148. The highest bidder was Sancon Technologies, Inc., with a bid of \$303,811.35. Nor-Cal Pipeline Services has met the requirements for a responsive bid. Staff was pleased with the outcome of the 2019 CIPP project that was awarded to them. We feel comfortable that Nor-Cal is qualified and capable of providing a high level of quality service. Staff was also pleased to note that their price per LF is almost the same as that of the 2019 Project.

RECOMMENDED ACTION:

Staff recommends awarding the contract to Nor-Cal Pipeline Services, for a total contract amount of \$192,050.

ALTERNATIVE ACTION(S):

Council can choose to not award the contract. If that decision is made, Council could further choose to re-advertise the bid.

FISCAL IMPACT:

The 2021-2022 budget originally allotted \$130,000 for Sewer Main Rehabilitation. Budget Adjustment 2022-14 in the amount of \$62,050 is needed to include all areas within close proximity to existing waterways, for a total budget amount of \$192,050.

IMPLEMENTATION/TIMEFRAMES:

The estimated start is mid-January. Project completion should occur before the end of March 2022. Actual scheduling will be determined once the contract has been awarded.

ATTACHMENTS:

1. Resolution awarding bid
2. Bid Opening results
3. Contract
4. Notice of Award

NOTIFICATION:

Nor-Cal Pipeline Services

RESOLUTION NO. ID ____-2021

RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT ACCEPTING THE BID OF NOR-CAL PIPELINE SERVICES AS THE LOWEST RESPONSIVE BID, AWARDING THE 2021 CURE-IN-PLACE PIPE (CIPP) PROJECT, CITY PROJECT NO. WWP-00023, TO NOR-CAL PIPELINE SERVICES, AUTHORIZING THE DISTRICT MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$192,050 - ACCOUNT NO. 716-7004-0731); AND APPROVING BUDGET AMENDMENT NO. 2022-14

WHEREAS, the Fort Bragg Municipal Improvement District No. 1 (“District”) Capital Improvement Program has identified rehabilitation of the sanitary sewer collection system as an important priority known as the 2021 Cure-In-Place Pipeline (CIPP) Project (Project); and

WHEREAS, the District has secured funding in the amount of \$130,000 from the Waste Water Enterprise Fund to complete construction of the Project; and

WHEREAS, the project scope was increased to include the rehabilitation of all sewer lines in close proximity to existing waterways; and

WHEREAS, additional funding in the amount of \$62,050 is necessary to cover the expanded project cost; and

WHEREAS, a Notice Inviting Bids was issued on October 28, 2021 and advertised in a local paper of general circulation on October 28, 2021 and November 4, 2021; and

WHEREAS, four bids were received and opened on November 19, 2021 from: Nor-Cal Pipeline Services, Southwest Pipeline & Trenchless Corp., Express Sewer & Drain, Inc., and Sancon Technologies, Inc.; and

WHEREAS, after review of the bids and qualifications, Nor-Cal Pipeline Services was determined to be the lowest responsive bid; and

WHEREAS, staff has verified that Nor-Cal Pipeline Services possesses the necessary license(s) and is a construction firm qualified to perform the work, and they successfully completed the 2019 CIPP Project; and

WHEREAS, the District desires to enter into a Construction Contract with Nor-Cal Pipeline Services for construction of the Project as presented in their Bid Package which contains the scope of work, schedule, estimated work effort and cost and rate schedule; and

WHEREAS, a Construction Contract is proposed to engage Nor-Cal Pipeline Services to perform the construction in the amount of \$192,050; and

WHEREAS, based on all the evidence presented, the Municipal Improvement District Board find as follows:

1. Nor-Cal Pipeline Services meets the requirements of the bid documents and is considered responsive and has experience in completing similar projects.
2. Certain adjustments to the FY 2021-22 Budget are necessary as shown in Exhibit A.
3. Sufficient funds are available through the funding sources to cover construction costs.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby approve the contract with Nor-Cal Pipeline Services to complete construction of the Project, City Project No. WWP-00023, and authorizes the District Manager to execute same in an amount not to exceed \$192,050 (Account No 716-7004-0731) and does hereby amend the previously adopted FY 2021-22 Budget to incorporate the changes enumerated in Budget Amendment 2022-14 attached as Exhibit A.

The above and foregoing Resolution was introduced by Board Member _____ seconded by Board Member _____, and passed and adopted at a regular meeting of the District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 13th day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Bernie Norvell
District Chair

ATTEST:

June Lemos, MMC
District Clerk



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823

BID OPENING **2021 Cure-in-Place Pipe (CIPP) Project** **City Project No. WWP-00023**

Bids were opened on **November 19, 2021**, at 2:00 p.m. by June Lemos, CMC, City Clerk. City staff present in addition to the City Clerk included: Assistant Director Engineering Chantell O'Neal, Public Works Analyst Sandy Arellano.


Four (4) bids were received. Said bids were from:

- | | |
|--|-------------------|
| 1. Nor-Cal Pipeline
983 Reserve Drive
Roseville, CA 95678 | Bid: \$192,050.00 |
| 2. Sancon Technologies, Inc.
5841 Engineer Drive
Huntington Beach, CA 92649 | Bid: \$303,811.35 |
| 3. Southwest Pipeline and Trenchless Corp.
22118 Vermont Avenue
Torrance, CA 90502 | Bid: \$196,710.00 |
| 4. Express Sewer & Drain, Inc.
3300 Fitzgerald Road
Rancho Cordova, CA 95742 | Bid: \$273,148.00 |

The bids contained bid security in accordance with the Notice Inviting Bids for this project.

The bids will be reviewed by City Staff and a recommendation will be made to the Fort Bragg City Council at their regular meeting of December 13, 2021, at 6:00 p.m., or as soon thereafter as the matter may be heard.

Dated: November 19, 2021



June Lemos, CMC
City Clerk

cc: Planholders

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
416 Franklin Street
Fort Bragg, California 95437

CONTRACT CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1 (CITY) in accordance with the bid package issued by the City for the **2021 Cure-In-Place Pipe (CIPP) Project, Project No. WWP-00023** within ten (10) working days of receiving written notice of award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the City.

- _____ 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
- _____ Escrow Agreement for Security Deposit (***IF APPLICABLE***)

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Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Contract Check List

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
416 N. Franklin Street
Fort Bragg, California 95437

CONTRACT, PART 1

The FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City") enters into this Contract, dated December ____, 2021, for reference purposes only, with NOR-CAL PIPELINE SERVICES, a California Corporation, 983 Reserve Drive, Roseville, California 95678 ("Contractor").

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by October 28, 2021, for the 2021 Cure In Place Pipe (CIPP) Project ("Project") by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On November 19, 2021, City representatives opened the bids for the Project and read the bids aloud.
- C. PROJECT AWARD. On December 13, 2021, the District Board of the Fort Bragg Municipal Improvement District No. 1 awarded the Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The District Board conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.
- 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.

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

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Contract, Part 1

manner the 2021 Cure-In-Place Pipe (CIPP) Project (“Work”) as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

2. LOCATION OF WORK.

The Work will be performed at the following location: Various locations within the City.

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within Sixty (60) 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 Ninety-two Thousand Fifty Dollars (\$192,050.00)** (the “Contract Price”) as specified in the Contractor’s completed Bid Schedule dated November 9, 2021, and attached to and incorporated in this Contract. 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,

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Contract, Part 1

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. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
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, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized representatives prior to bid opening, 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, addenda to the Technical Specifications signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
 - 7.5 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
 - 7.6 Notice Inviting Bids
 - 7.7 Instructions to Bidders
 - 7.8 The successful bidder's completed Proposal Cover Page and Bid Schedule
 - 7.9 The successful bidder's completed Contractor License Information
 - 7.10 The successful bidder's completed List of Proposed Subcontractors
 - 7.11 The successful bidder's Workers Compensation Insurance Certification
 - 7.12 The successful bidder's completed Non-collusion Affidavit
 - 7.13 The successful bidder's Debarment Certification
 - 7.14 The successful bidder's completed Certificates of Insurance and Endorsements
 - 7.15 The successful bidder's executed Performance Bond
 - 7.16 The successful bidder's executed Payment Bond
 - 7.17 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract
 - 7.18 The successful bidder's Qualification Statement, if any
 - 7.19 The successful bidder's signed Signature Form
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, including, but not limited to, the Technical Specifications or Project Plans, 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. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Contract the Contractor certifies that the Contractor holds a valid Type A 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 Diane O'Connor as its Project Manager to act as its Representative in all matters relating to the Contract. The 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 Project Manager or other City representative.
 - 13.2 The Contractor has designated Ben Summersett, Division Manager, 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.

Executed on _____, by

CONTRACTOR

FORT BRAGG MUNICIPAL IMPROVEMENT
DISTRICT NO. 1

By:
Title:

By: Tabatha Miller
Title: District Manager

[Attach Notary Acknowledgment Page]

ATTEST:

By: _____
June Lemos, MMC
District Clerk

APPROVED AS TO FORM:

By: _____
Keith Collins
District Counsel

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
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 **Engineer:** The person or persons so specified on the title sheet of the Technical Specifications and/or Project Plans.
- 1.2 **ASTM:** American Society for Testing and Materials, latest edition.
- 1.3 **Bid Package:** All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.
- 1.4 **Caltrans Standard Specifications:** Caltrans construction manual entitled, "State of California, Department of Transportation, Standard Specifications," latest edition.
- 1.5 **City:** FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
- 1.7 **Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1.8 **Contract Documents:** All documents identified in Section 7 of Part 1 of the Contract.
- 1.9 **Contractor:** The successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement; NOR-CAL PIPELINE SERVICES.
- 1.10 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.11 **Project:** The 2021 Cure-In-Place Pipe (CIPP) Project as described in the Technical Specifications and Project Plans.
- 1.12 **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 Project Manager and Engineer as directed by the City in accordance with the Contract Documents.
- 1.13 **Project Manager:** The City's authorized representative for administration and overall management of the Project contract and Work. The Project Manager is

Fort Bragg Municipal Improvement District No. 1
Project No.WWP-00023
Contract, Part 2
General Provisions

the official point of contact between the City, the Engineer, and the Contractor. The Project Manager for this project shall be Assistant City Engineer Diane O'Connor.

Project Plans: The primarily graphic detailed requirements concerning the Project contained in Volume 3 of the Bid Package and any addenda to the Project Plans signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.

- 1.14 **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 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 according to the Technical Specifications and/or Project Plans.
- 1.15 **Technical Specifications:** The detailed Project requirements contained in Volume 3 of the Bid Package and any addenda to the Technical Specifications signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1.16 **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.
- 1.17 **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 as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
- 1.18 **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 Proposal Cover Page and Bid Schedule.

1.19 **Program Administrator:** The financing of this project is being administrated by City. The parties agree that the City is not an agent of City or Contractor, but is tasked with proper administration of public funds. The parties further agree that the City shall not act as an attorney for either party or as supervising architect or inspector with regard to the work hereunder. Nothing contained in this Contract shall be construed or considered by either party to bind the City to any act, responsibility or obligation for mistakes or failure to perform on the part of Contractor, subcontractor, material supplier, code agency, utility, or any other party involved with the work hereunder.

2. PLANS AND SPECIFICATIONS

- 2.1 Documents Furnished by City. The City will furnish to the Contractor, free of charge, one (1) set of reproducible Project Plans and five (5) sets of prints of the Project Plans and Technical Specifications for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available for review by the Project Manager, the Engineer, and any other City contractors or representatives.
- 2.2 Ownership of Documents Furnished by City. All documents furnished by the City, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not to be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.
- 2.3 Technical Specifications and Project Plans.
- 2.3.1 The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
- 2.3.2 In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.
- 2.3.3 Contractor shall perform reasonably implied parts of Work as “incidental work” although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required

Fort Bragg Municipal Improvement District No. 1
Project No.WWP-00023
Contract, Part 2
General Provisions

as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

- 2.3.4 Before undertaking each portion of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. The Contractor must notify the Project Manager and the Engineer in writing as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Project Manager will issue written instructions concerning any such apparent errors, inconsistencies, or clarifications with reasonable promptness and these shall be binding on the Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give City prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Section 11. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Project Manager, the Contractor shall do so at its sole risk and shall have all of the obligations and the City shall have all of the rights and remedies specified in Section 11 concerning any resulting damage or defect.
- 2.3.5 The General Provisions apply with equal force to all of the Work, including extra work authorized by the Project Manager in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Engineer assumes no responsibility for the correctness or accuracy of the

Fort Bragg Municipal Improvement District No. 1
Project No.WWP-00023
Contract, Part 2
General Provisions

dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of 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 discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

3. CONTROL OF WORK AND MATERIAL

- 3.1 Project Manager's Status. The Project 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 Project Manager. Except as otherwise provided in the Contract Documents, the Project 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 Project Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Project Manager will also have the authority to require inspection or testing of the Work.
- 3.2 Engineer's Status. The Engineer will advise the Project Manager concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Engineer will also advise the Project Manger concerning Work that does not conform to the Contract Documents. Whenever, in the Engineer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Engineer may recommend to the Project Manager

inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

3.3 Inspection and Testing of Work and Material.

3.3.1 The City, the Project Manager, the Engineer 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 Project Manager or Engineer.

3.3.3 If the Project Manager, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Project 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 Project Manager or without the approval or consent of the Project Manager must, if required by the Project 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 Project Manager and that is not uncovered for examination at the Contractor's Expense if required by the Project Manager.

3.3.4 Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications.

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 Project 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.

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- 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 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. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Project Manager or to such place as the Project Manager may direct.
- 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 Technical Specifications or Project Plans. 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 the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

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 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 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

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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.
- 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 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 Section Omitted.

3.10 Materials Testing. Materials will be tested by the City or its authorized agent, following State of California Test Methods. Statistical testing may not be used. All individual samples must meet the specified test results. Each material used must meet the specified requirements.

The Contractor must request and coordinate all testing. All tests must occur in the presence of the Project Manager/Project Inspector. The City will, at its sole discretion, have the right to reject any and/or all test results that do not meet this requirement, and to order a retest in the presence of the Project Inspector. The costs for all retests so ordered will be the responsibility of the Contractor. The cost of all retests will be charged to the Contractor at the actual cost plus 30 percent, with a minimum charge of \$150.00 per test to cover staff and administrative costs.

The City, at its sole expense, will provide all initial material and compaction tests. Sampling and testing will comply with Chapter 6 of the Caltrans Construction Manual, at a minimum. Where conditions vary, the City may perform additional testing. Cost for testing of materials offered in lieu of the specified materials will be the responsibility of the Contractor. Cost for R-value tests when required by the Standard Specifications will be the responsibility of the Contractor.

Testing will only be performed on normal City working days between the hours of 8:00 a.m. and 4:00 p.m. unless other arrangements are made in advance. Tests performed outside of these hours may be subject to increased charges.

The Contractor must request all tests in writing a minimum of two (2) working days in advance of the time desired. A minimum of one working day must be allowed for compilation and reporting of data and test results after tests have

been performed. No subsequent layer of material may be placed until a passing test is obtained and acknowledged by the City.

Concrete and asphalt may be supplied only from suppliers approved and certified by the State Department of Transportation. Proposed mix designs for all concrete and asphalt concrete to be placed within the CITY OF FORT BRAGG must be provided to and approved by the City, prior to placement.

The Contractor must coordinate with the City concerning any additional testing as required.

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, including, but not limited to the Technical Specifications, or Project Plans. 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 Technical Specifications, the Project Plans, or other 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 Project Manager otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Project 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:

- 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 indirect costs in accordance with this Section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other cost impacts for which no unit prices are specified must be itemized as appropriate, including the cost of tools, vehicles, phones and other equipment, and the cost of all required materials or supplies. Indirect costs added under a change order may not exceed an allowance of fifteen (15) percent of the total of combined Contractor and subcontractor direct costs added under the change order. Such allowance covers Contractor overhead and profit under the change order and includes the cost of insurance in addition to that required pursuant to Section 8.8, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order may not exceed an allowance of seven and a half (7.5) percent of the total of combined Contractor and subcontractor direct costs deducted under the change order.
- 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, including, but not limited to, the Technical Specifications and the Project Plans, 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 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

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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

5.1 Omitted.

5.2 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before disturbing: any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a change order pursuant to Section 4 of these General Provisions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

5.3 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

5.4 Utility Relocation Costs.

5.4.1 In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or

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protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the City in the Technical Specifications and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunkline utility facilities.

- 5.4.2 Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunklines in the Technical Specifications and/or Project Plans.
 - 5.4.3. Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
 - 5.4.4 Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
 - 5.4.5 If the Contractor while performing the Work discovers utility facilities not identified by the City in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the City and utility in writing.
 - 5.4.6 Either the City or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.
- 5.5 Concealed or Unknown Conditions.
- 5.5.1 If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly give a written Notice of Differing Site Conditions to the City before conditions are disturbed,

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except in an emergency, and in no event later than seven (7) calendar days after first observance of:

- 5.5.1.1 Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents;
or
 - 5.5.1.2 Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 5.5.2 In response to Contractor's Notice of Differing Site Conditions under this Section, the City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, the City will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If the City determines that physical conditions at the Project are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, the City will so notify Contractor in writing, stating reasons (with Contractor retaining all rights under the Contract Documents).
- 5.5.3 Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed latent or materially different Project conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- 5.5.4 Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Time for Completion, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by the City only where the Underground Facility:
- 5.5.4.1 Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and;
 - 5.5.4.2 Contractor did not know of it; and
 - 5.5.4.3 Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in

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the Contract Sum or an extension of the Time for Completion will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

- 5.6 Contractor shall bear the risk that Underground Facilities not owned or built by the City may differ in nature or locations shown in information made available by the City for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on City's Project, and Contractor is to apply its skill and industry to verify the information available.
- 5.7 Contractor's compensation for claimed latent or materially different Project conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefor.

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 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

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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 \$500 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 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

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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, 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. 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

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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 Project Manager, 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 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

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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, Project Manager or Engineer 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 Project Manager, or the Engineer 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 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 Project 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 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

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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.
- 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 Required Contract Provisions for CDBG-aided Construction Projects and 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.

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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 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

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

8.9.3.5 Builders Risk. Section Omitted

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
Pollution Legal Liability	\$3,000,000	each occurrence
	\$6,000,000	each aggregate

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 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 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 Project Manager and Engineer 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 8.9. 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 Subject to the requirements of Section 5 of the General Provisions, 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 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

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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 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.

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- 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 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 Technical Specifications or Project Plans 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 Plumbing Code as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- 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
- 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

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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 Project Manager, nor the Engineer will be 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 Project Manager, the 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

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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 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.

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 Project 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

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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 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

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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.

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.

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- 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 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 Project 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 Project 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 Project Manager, and the 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 Technical Specifications, Project Plans or other 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 such work and/or have such work corrected for the account and at the

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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 Project Manager, the Engineer, 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

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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 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 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.

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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 A 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:

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 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 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.

11.4.3.2 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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Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Contract, Part 2
General Provisions

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
416 N. 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 Cure-In-Place Pipe lining of various sewer mains and cut out lateral services, and other such items of work as are required to complete the project in accordance with this Contract, the Project Plans and Technical Specifications.

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 Project Manager.

Incidental items of construction necessary to complete the whole Work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Technical Specifications 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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Special Provisions

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 Project 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 Project 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 Project 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 Project 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 Project 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 Project Manager.

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

Except as otherwise approved by the Project 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 Project 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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Special Provisions

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 Project Manager.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Project 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 Project 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 accessible to the disabled public. Contractor shall provide the services

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Special Provisions

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 prior to any trenching activities.

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 Project 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 Manager must be notified immediately. The Project Manager will determine, subject to Section 5 of the

Fort Bragg Municipal Improvement District No. 1
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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 Project 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 Project 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 Project 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.

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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, and Section 3.8 of the Technical Specifications.

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 Project 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 Section Omitted.

12.13 Materials Testing Allowance.

Attention is directed to Section 3.10 of the General Provisions for information on Materials Testing Allowance.

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

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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 Project 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 Project 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. Attention is directed to Section 2.3 of the Technical Specifications. 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 in diameter may be cut without the express approval of the Project 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 Project Manager and stop any Work that may jeopardize the find pending an investigation of its significance;
2. The Project 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 Project Manager will supply the Contractor with a "Stop Work Order" directing the Contractor to cease all portions of the Work that the Project 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 Project 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 Project 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 Project Manager's Discretion.

Once possible cultural resources are found at the Work site, the Project Manager may use discretion to continue the Work, regardless of the cultural resource find, if the Project 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.

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
416 N. 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 _____ (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 _____ (Contractor), _____ (Surety), Fort Bragg Municipal Improvement District No. 1 (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 2021 Cure-In-Place Pipe (CIPP) Project (Project) located within the City of Fort Bragg, California, dated _____, in the amount of _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
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

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
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

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
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

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Construction Performance Bond

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Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Construction Performance Bond

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
416 N. 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 Fort Bragg Municipal Improvement District No. 1, 416 N. Franklin Street, Fort Bragg, California 95437 (City) has awarded a Contract to **Nor-Cal Pipeline Services, 983 Reserve Drive, Roseville, CA 95678** as Principal, dated the _____ day of **December, 2021** (the Contract), titled **2021 Cure-In-Place Pipe (CIPP) Project** in the amount of **One Hundred Ninety-two Thousand Fifty Dollars (\$192,050.00)**, which Contract is by this reference made a part hereof, for the work of the following Contract:

All equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the 2021 Cure-In-Place Pipe (CIPP) Project ("Work") as shown in the Technical Specifications and Project Plans at various locations within the City of Fort Bragg.

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 Ninety-two Thousand Fifty Dollars (\$192,050.00)**, 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

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Construction Labor & Material Payment Bond

will pay for the same in an amount not exceeding the sum specified in this 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

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Construction Labor & Material Payment Bond

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
416 N. 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 District Council of the FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1 (City) has awarded to **Nor-Cal Pipeline Services, 983 Reserve Drive, Roseville, CA 95678**, (designated as the "PRINCIPAL") a contract for the 2021 Cure-In-Place Pipe (CIPP) Project, Project No. WWP-00023, 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 FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1, (designated as the "OBLIGEE"), in the penal sum of **Nineteen Thousand Two Hundred Five Dollars (\$19,205.00)**, 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.

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Maintenance Bond

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this ____ day of _____, _____ the name and corporate seals 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.)

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Maintenance Bond

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
416 N. Franklin Street
Fort Bragg, California 95437

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION
Public Contract Code Section 22300

This Escrow Agreement is made and entered into by and between the Fort Bragg Municipal Improvement District No. 1, whose address is 416 North Franklin Street, Fort Bragg, California 95437, hereinafter called "City", _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent."

For consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for the project entitled 2021 Cure-In-Place Pipe (CIPP) Project in the amount of _____ dated _____, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.
2. The City shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this Contract and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the escrow agent directly.

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Escrow Agreement

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this Contract and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

ON BEHALF OF CITY:

ON BEHALF OF CONTRACTOR:

 Title

 Name

 Signature

 Address

 City/State/Zip Code

 Title

 Name

 Signature

 Address

 City/State/Zip Code

Fort Bragg Municipal Improvement District No. 1
 Project No. WWP-00023
 Escrow Agreement

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

CITY:

CONTRACTOR:

Title

Title

Name

Name

Signature

Signature

ATTEST

Signature – City Clerk

Print Name

ESCROW AGENT

Name

Title

Print Name

Signature

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Escrow Agreement

REVIEWED AS TO FORM:

Signature – City Attorney

Print Name

Date

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

END OF DOCUMENT

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Escrow Agreement

EXHIBIT A

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.

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023
Claims Procedure

**BID FORM
TO THE CITY OF FORT BRAGG**

THIS BID IS SUBMITTED BY:

Nor-Cal Pipeline Services

(Firm/Company Name)

Re: **2021 Cure-In-Place Pipe (CIPP) Project, Project No. WWP-00023** at Fort Bragg, California.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the **CITY OF FORT BRAGG** in the form included in the Contract Documents (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Notice Inviting Bids, and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre-Bid Meeting, if any, received the Pre-Bid Meeting Summary Notes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

866-336

SCHEDULE OF BID PRICES

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Summary of Work. Quote in figures only, unless words are specifically requested.

Item	Description	Estimated Quantity	Unit	Unit Price	Total
1	Install Cure-In-Place Pipe and cut out lateral services		L.S.	\$ 192,050.00	\$ 192,050.00
				TOTAL BID PRICE	\$ 192,050.00

TOTAL BID PRICE:

One hundred ninety two thousand, fifty Dollars and zero cents
 (Indicate Bid Price in Words)

1. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Notice to Bidders and Instructions to Bidders.
2. Subcontractors for work are listed in Subcontractors List, submitted herewith.
3. The undersigned Bidder understands that City reserves the right to reject this Bid.
4. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Instructions to Bidders within the times specified therein.
5. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
6. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in the Instructions to Bidders, in the amount of ten percent (10%) of the Total Bid Price and made payable to the **CITY OF FORT BRAGG**.
7. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in the Agreement's General Conditions and to complete all Work within the time specified in the Agreement.
8. The undersigned Bidder agrees that, in accordance with the General Conditions, liquidated damages for failure to complete all Work in the Contract within the time specified in the Agreement shall be as set forth therein.

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of the corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

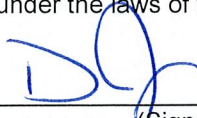
NAME OF BIDDER: Nor-Cal Pipeline Services

is licensed in accordance with an act for the registration of Contractors, with license number:

CSLB Lic #935878 Expiration date: 07/31/2023

DT-CO-3R807248-TCT-21

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



(Signature of Bidder)

11/9/21

(Date)

Date of Bid:

Business Address:

983 Reserve Drive Roseville, CA 95678

Email Address:

Dave@norcalpipe.com

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

California

(Place of Incorporation, if Applicable)

David L. Jaeger

(Principal)

David A. Jaeger

(Principal)

(Principal)

Contractor's Representative(s):

Bill Bonney - Director of Estimating

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

David L. Jaeger - President

(Name/Title)

(Name/Title)

(Name/Title)

1 - 13

Fort Bragg Municipal Improvement District No. 1
Project No. WWP-00023

Telephone Number(s):

(916)	442-5400
-----	-----
(Area Code)	(Number)

-----	-----
(Area Code)	(Number)

Electronic Mail Addresses:

David L. Jaeger - Dave@norcalpipe.com

(Name) (Email)

Bill Bonney - BBonney@norcalpipe.com

(Name) (Email)



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

NOTICE OF AWARD

TO: Nor-Cal Pipeline
983 Reserve Drive
Roseville, CA 95678

PROJECT DESCRIPTION: 2021 Cure-In-Place Pipe (CIPP) Project, City Project WWP-00023

The Fort Bragg Municipal Improvement District No. 1 ("City") has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated October 28, 2021 and Bid Package including Plans and Specifications.

You are hereby notified that your bid has been accepted for items in the amount of \$192,050.00.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, Maintenance Bond and certificates of insurance within ten (10) working days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) working days from the date of this Notice, City will be entitled to consider all your rights arising out of the City's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

Upon commencement of the Work, you and each of your Subcontractors shall certify and provide City copies of payroll records in accordance with Labor Code Section 1776.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this ____ day of December, 2021.

CITY OF FORT BRAGG

By: _____

June Lemos, MMC

Title: _____
City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Nor-Cal Pipeline Services, this ____ day of December, 2021.

NOR-CAL PIPELINE SERVICES

By: _____

Title: _____



City of Fort Bragg

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

Text File

File Number: 21-645

Agenda Date: 12/13/2021

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: Tabatha Miller, City Manager; Employee Organization: Fort Bragg Employee Organization