

# Close-Out of the 2025 Pavement Preservation Project

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## Action

Receive Project Completion Report & Authorize the Notice of Completion.

## Recommendation

Formally accept the project to activate the \$196k Maintenance Bond and legally enforce the 2026 contractor repair schedule.

# Delivering 7.2 Miles of Preserved Roadway Infrastructure

# 27



## Street Segments

From Airport Road to West Elm Street.

# 7.2



## Miles Preserved



Extending the service life of critical City streets via rapid-setting **Type II Slurry Seal** and **crack sealing**.



**Contractor:** Argonaut Constructors, Inc.



**Substantial Completion:** Reached in December 2025.

# Upgrading Accessibility and Structural Integrity



## Accessibility Upgrades

Constructed 17 new ADA-compliant curb ramps, directly advancing the City's ADA Transition Plan.



## City Hall Infrastructure

Completed the rehabilitation of the City Hall parking lot (funded through in-lieu parking fees).



## Strategic Repairs

Executed 14,422 square feet of full-depth pavement patching to eliminate localized structural failures prior to surface sealing.

# The Project Finished \$44,971 Under Budget



## Funding Sources Leveraged

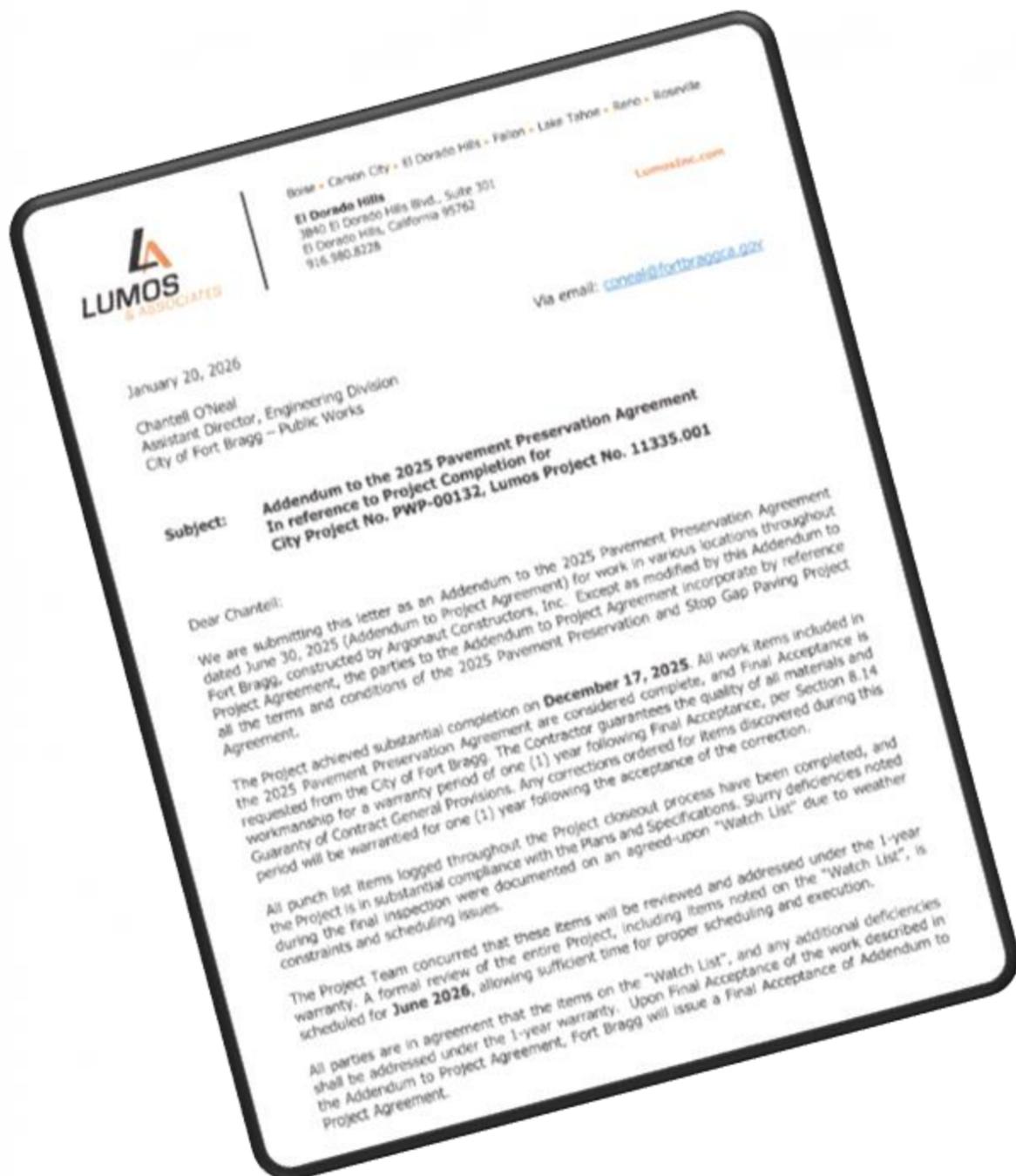
Special Street Sales Tax

LPP Formulaic Funds

LPP Incentive Funds (\$1.2M)

In-Lieu Parking Fees

# Localized Slurry Deficiencies



## The Challenge

Several isolated areas of exposed roadway surface and slurry settlement have occurred throughout various project locations.

## The Reality

While 95%+ of the project is in substantial compliance, specific failure points were identified during final inspection.

## The Action Taken

Deficiencies are being documented on a mutually agreed upon "Watch List" and a formal project review will occur prior to finalizing rework locations.

# Documented Evidence: Isolated Spots Across the Network



- ⚠️ **Airport Road:** Small area of slurry settlement in the westbound lane.
- ⚠️ **Laurel Street:** Isolated slurry spots identified along the 400 block.
- ⚠️ **Chestnut Street:** Small area of exposed roadway surface at 312 Chestnut.
- ⚠️ **Concrete Work:** Minor lip edges remaining at Livingston/Willow and Glass Beach/John Cimolino curb and gutter locations.



# Documented Evidence: North Harbor Drive Deficiencies

**Location:** North Harbor Drive (City Limits to Highway 1) | **Observed Defects:** Slurry deficiencies, delamination, and distinct edge deterioration.



# The Dilemma: Why Withholding Acceptance is Counterproductive



## The Hesitation

It feels intuitive to withhold the Certificate of Completion until every “Watch List” item is perfect.

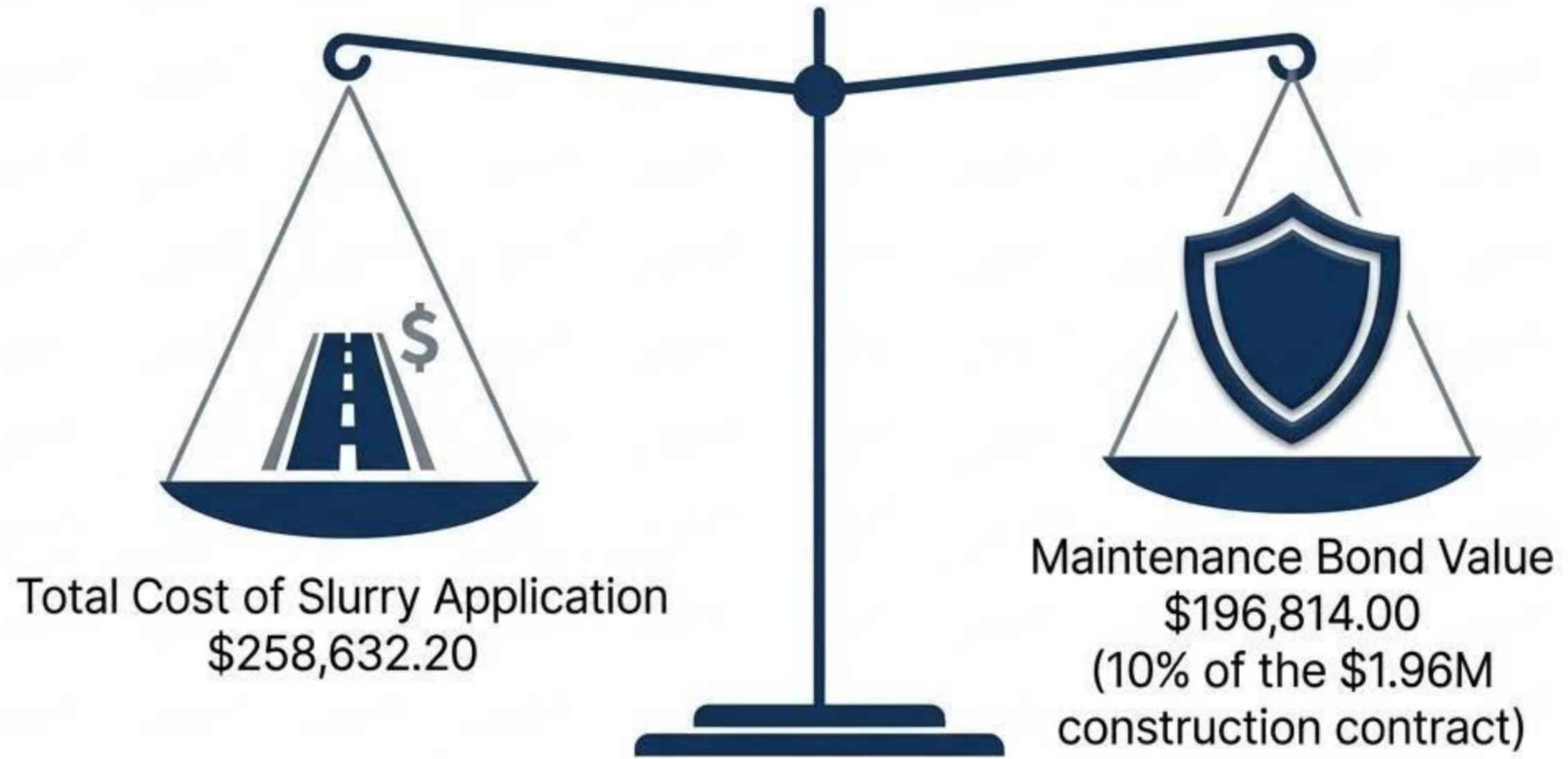
## The Physical Reality

Slurry seal is highly weather-dependent. Rework cannot be completed during current wet/cold weather—it will simply fail again and potentially void material warranties.

## The Logistical Reality

Withholding acceptance signals dissatisfaction, but it physically cannot speed up repairs.

# Activating Our Strongest Financial Shield



**The Strategy:** Formal acceptance is the legal trigger required to activate Section 9.2.5.4.

# Strategic Comparison: Accepting vs. Withholding

## Accept Certificate

- ✓ **Leverage:** Formally triggers the \$196k Maintenance Bond.
- ✓ **Security:** Triggers a Warranty “Reset” on all repaired work.
- ✓ **Reputation:** Maintains Fort Bragg's standing as a fair partner in a remote, limited-contractor market.

## Withhold Acceptance

- ⚠ **Limbo:** Relies entirely on the contractor's voluntary performance.
- ⚠ **Risk:** Leaves insurance and bond renewals in an ambiguous state.
- ⚠ **Reality:** Does not physically speed up repairs due to winter weather.

# Acceptance Does Not Waive Our Right to Quality

## Section 10.3.5 (Non-Waiver of Rights)

Acts as a legal safety net. Acceptance or final payment does not relieve the contractor of responsibility for **faulty materials or workmanship**.

## Section 11.5.2

Explicitly states that neither acceptance... nor any verbal statements... **shall operate as a waiver or modification** of any provision of the Contract Documents, including the right to damages.

# The Signed Warranty Agreement Secures the 2026 Repair Window

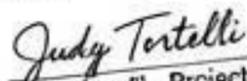
 Lumos & Associates

Lumos & Associates  
1231 Sruaen Suite Drive  
Fort Bragg, FN 19376

January 20, 2026

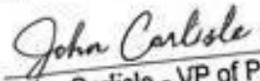
Subject: Addendum to the 2025 Pavement Preservation Agreement

Acknowledged By:



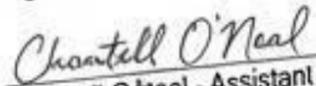
Judy Tortelli - Project Manager  
Lumos and Associates, Inc.

Date: 1/16/26



John Carlisle - VP of Project Management  
Argonaut Constructors, Inc.

Date: 1/19/26



Chantell O'Neal - Assistant Director  
Fort Bragg Public Works

Date: 1/20/26

**JUNE 2026**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

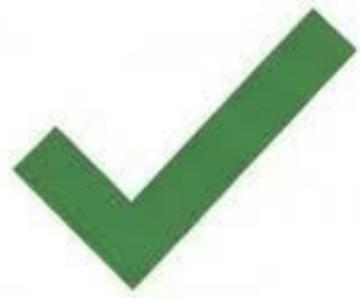
- **Legally Binding:** A Warranty Agreement Addendum was signed by Argonaut Constructors, Inc. and the City on January 20, 2026.
- **Enforceable Schedule:** The contractor is contractually committed to addressing all “Watch List” items during a formal review and remediation in June 2026.
- **Ideal Conditions:** Summer/Fall provides the historically warmest, most reliable weather pattern for permanent slurry adhesion.

# Section 8.14 Resets the Warranty Clock on Repaired Work



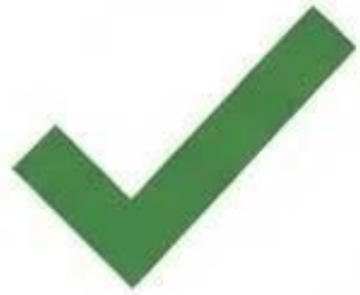
- Per Section 8.14 of the General Provisions, the warranty does not simply expire one year from today.
- Any work corrected or replaced during the warranty period automatically receives an additional one-year guarantee extension from the date of the satisfactory repair.
- This legally protects Harbor Drive, Airport Road, and all other rework well into the 2027 construction season.

# Summary of the City's Protected Position



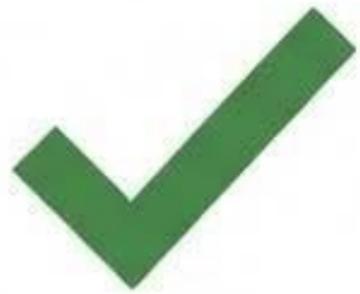
## **\$196k Maintenance Bond Activated**

(Ready to claim if needed).



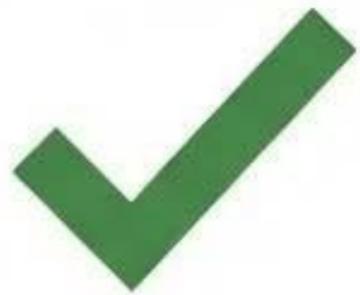
## **Signed Addendum Executed**

(Contractor committed in writing).



## **Weather Window Secured**

(Guarantees optimal material performance).



## **Warranty Reset Locked In**

(Protections extended to 2027).

# Final Recommendation

*Strategic Conclusion: Accepting the Certificate of Completion moves the City from a position of 'waiting and hoping' to a position of contractual command.*

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## **Action Requested:**

- 1. Receive the project completion report.**
- 2. Accept the Certificate of Completion for PWP-00132.**
- 3. Authorize the City Clerk to file a Notice of Completion with the County Recorder.**