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

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, June 22, 2026 | **6:00 PM** | **Town Hall, 363 N. Main Street and Via Video Conference**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

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

ZOOM WEBINAR INVITATION

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

You are invited to a Zoom webinar.
When: Jun 22, 2026 06:00 PM Pacific Time (US and Canada)
Topic: City Council Meeting
Join from PC, Mac, iPad, or Android:
https://us06web.zoom.us/j/88319900766
*Or Telephone: 1 669 444 9171 US (*6 mute/unmute; *9 raise hand)*
Webinar ID: 883 1990 0766

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

CLOSED SESSION REPORT

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. 26-230 Presentation of Proclamation Honoring the 42nd Anniversary of Mendocino Cookie Company

Attachments: 23-Mendocino Cookie Company Inc

1B. 26-277 Presentation of Proclamation Honoring the 30th Anniversary of Ocean Wave Quilters

Attachments: 26- Ocean Wave Quilters 30th

1C. 26-291 Receive Presentation of Noyo Center for Marine Science

Attachments: Presentation Noyo Center for Marine Science

Att 1 - 20251212 NCMS Marine Field Station SLR-ASR

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

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

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

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

WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin St, Fort Bragg, during normal business hours. All comments after 2 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible. Kindly identify emails as "public comment" otherwise they may be considered correspondence to Councilmembers. Public comments may be submitted to cityclerk@fortbraggca.gov.

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. 26-252 Adopt Resolution of the Fort Bragg City Council Approving Side Letter Amending Article 1 - Preamble and Article 11 - Cost of Living Adjustments of the 2025-2029 Fort Bragg Employee Organization/Service Employees International Union Local 1021 (FBEO/SEIU) Memorandum of Understanding to Update Cost of Living Provisions

Attachments: RESO Revision of Side Letter MCN-FBEO
Att 1 - Exhibit A
Att 2 - Exhibit B

5B. 26-278 Adopt Resolution of the Fort Bragg City Council Confirming the Pay Rates/Ranges for All City of Fort Bragg Established Classifications, Effective July 1, 2026

Attachments: RESO All Inclusive - 7.1.2026 Master Exec-MidMgrCOLA Salary Schedule
Att 1 - Exhibit A

5C. 26-279 Adopt Resolution of the Fort Bragg City Council Confirming the Pay Rates/Ranges for All City of Fort Bragg Established Classifications, Effective July 12, 2026

Attachments: RESO All Inclusive - July 12.2026 Master Salary Schedule
Att 1 - Exhibit A

5D. 26-219 Adopt Resolution of the Fort Bragg City Council Recommending the Mendocino County Board of Supervisors Execute an Amendment to the Caspar Transfer Station Operations Agreement and Lease, and Authorizing City Manager to Execute the Same

Attachments: RESO Treated Wood Waste Rate
Att 1 - Exhibit A - 2026 Rate Schedule - Caspar

5E. 26-283 Accept Certificate of Completion for the Bainbridge Park Enhancement Project and Direct City Clerk to File Notice of Completion

Attachments: Notice of Completion
Att 1 - Exhibit A Certificate of Completion

5F. 26-290 Approve Minutes of June 8, 2026

Attachments: CCM06082026

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

8A. 26-292 Receive Report and Consider Adoption of City Council Resolution Submitting a Fort Bragg Fire Protection Measure to the Voters at the November 3, 2026 General Municipal Election, Reiterating the City's Request that the Election be Consolidated with Other Elections Held on that Date and Taking Certain Related Actions

Attachments: 06222026 Staff Report Parcel Tax Measure
Att 1 - RESO Parcel Tax Measure
Att 2 - ORD Parcel Tax
Att 3 - FBFD Apparatus Replacement Overview
Att 4 - RESO 3709-2014 Measure O
Att 5 - RESO 2767-2004 Measure M
Att 6 - Notice of Last Day to Submit Arguments N-2-E
Att 7 - Notice of Election N 1 E

8B. 26-294 Presentation from Housing Mendocino Coast and Provide Direction on the Use of unspent ARPA Funds For the Acquisition of 251 S. Franklin Street and Project Working Capital

Attachments: 06222026 Staff Report - HMC
Att 1 - HMC Presentation to City Council June 2026
Att 2 - CLT: A guide for Local Goverment
Att 3 - HMC Initial Stategic Plan

8C. 26-275 Receive Report and Consider Adoption of City Council Resolution Awarding the Raw Water Line Replacement Project, City Project No. WTR-00016, to Mercer-Fraser Company as the Lowest Bid, Authorizing City Manager to Execute Contract (Amount Not To Exceed $4,614,581.00), Subject to an Existing Mitigated Negative Declaration

Attachments: 06222026 RWL Mercer-Fraser Award
Att 1 - RESO RWL Mercer-Fraser Contract Award
Att 2 - Bid Opening Summary
Att 3 - Mercer-Fraser Company Contract

8D. 26-276 Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Alpha CM to Provide Construction Management Services for the Raw Water Line Replacement Project, City Project WTR-00016, and Authorizing City Manager to Execute Contract (Amount Not to Exceed $435,501)

Attachments: 06222026 RWL Alpha CM Award
Att 1 - RESO RWL Alpha CM PSA
Att 2 - RFP Raw Water CM
Att 3 - RFP Addendum 1
Att 4 - RFP Responses- CM for RWL
Att 5 - Alpha CM Proposal
Att 6 - Alpha CM Draft Professional Services Agreement

8E. 26-280 Receive Report and Consider Adopting Resolution of the Fort Bragg City Council Approving Third Amendment to Professional Services Agreement with Lumos & Associates for Pump Station for Additional Redesign Services for the Raw Water Line Replacement Project, Project WTR-00016 (Amount Not To Exceed $270,510.65) Categorical Exemption 15061(b)(3)

Attachments: 06222026 RWL Lumos Redesign Amd 3
Att 1 - RESO RWL Lumos Redesign Amend 3
Att 2 - Lumos Amend 3 Quote

8F. 26-281 Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Lumos and Associates, Inc. in a Not to Exceed Amount of $55,000 Per Year Over Two Years for a Total of $110,000 to Provide On-Call Engineering Services, and Authorizing City Manager to Execute Contract

Attachments: 06222026 On-Call Services Award to Lumos
Att 1 - RESO Lumos On-Call Contract
Att 2 - Lumos & Associates Proposal
Att 3 - Brelje and Race Proposal
Att 4 - Lumos On-Call Engineering Contract

9. CLOSED SESSION

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, AUGUST 10, 2026

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 June 18, 2026.

_____

Diana Paoli
City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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

City of Fort Bragg

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

File Number: 26-230

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Proclamation

Agenda Number: 1A.

Presentation of Proclamation Honoring the 42nd Anniversary of Mendocino Cookie Company

PROCLAMATION

Honoring the 42nd Anniversary of

Mendocino Cookie Company, Inc.

WHEREAS, Mendocino Cookie Company has been locally owned and operated since 1984 on the Mendocino Coast established by Don and Beverlee Younger; and

WHEREAS, the Youngers opened the shop in the Old Shell gas station near the Volunteer Fire Department in the Village of Mendocino; and

WHEREAS, they have been serving delicious cookies, muffins, scones, and pastries every morning, 7 days a week; and

WHEREAS, Mendocino Cookie Company have been committed to serving organic, award-winning coffee and espresso including frappes, smoothies and teas; and

WHEREAS, after some years moved from the village of Mendocino to its current location at the Company Store; and is still a family business with Beverlee overseeing the production side of things while daughter Wendy runs the retail shop; and

WHEREAS, in the beginning cookies were baked a dozen or so at time with a household mixer and now the operation has grown to baking many varieties of cookies daily; and

WHEREAS, all these years later they continue to focus on quality ingredients and holding off as long as possible on price increases, while still donating thousands of cookies to local non-profits.

WHEREAS, they continue to offer nationwide cookie mail-order along with local spots including Jenny's Giant Burger, cookie dough at Purity Market, and egg-free cookie dough for Cowlick's Ice Cream; and

WHEREAS, the City of Fort Bragg wishes to honor Mendocino Cookie Company for its excellence, sustainability, generosity, and positive impact on our community;

NOW THEREFORE BE IT RESOLVED, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby recognize and congratulate Mendocino Cookie Company on the exceptional occasion of its 42nd anniversary, and extend our deep appreciation for their ongoing contributions to the Fort Bragg community.

SIGNED this 22nd day of June, 2026

_____

ATTEST: JASON GODEKE, Mayor

_____

Diana Paoli, City Clerk

No. 23-2026

City of Fort Bragg

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

Text File

File Number: 26-277

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Proclamation

Agenda Number: 1B.

Presentation of Proclamation Honoring the 30th Anniversary of Ocean Wave Quilters

PROCLAMATION

Honoring Ocean Wave Quilters
30th Anniversary

WHEREAS, the Fort Bragg Quilt Show, begun in 1996, served as a fundraiser initially for the Soroptimist International Fort Bragg and the Soroptimists International of Noyo Sunrise; and

WHEREAS, the show has featured quilts made by members of the Ocean Wave Quilters, as well as quilts from other quilters from around the country; and

WHEREAS, every year, the show is entirely volunteer managed and staffed, requiring hundreds of hours of organizing, set-up, display, and break down, as well as the thousands of hours quilters spend creating their works of art; and

WHEREAS, with no show held in 2014, the Soroptimists International Noyo Sunrise partnered with the Ocean Wave Quilters to shoulder responsibility for the show due to the declining membership of the Soroptimists International Fort Bragg. Profits were divided between the organizations for their respective community projects; and

WHEREAS, except for 2014, the show has gone on, even through two years of COVID restrictions. In those two years, the show was moved outdoors, named “On the Fence” and the public was invited - at no admission fee - to view the colorful quilts displayed on the fence around the Veteran’s Memorial Building; and

WHEREAS, in 2023, the Soroptimists International Noyo Sunrise turned responsibility for the show over to the Ocean Wave Quilters, who have staged the show ever since; and

WHEREAS, The proceeds from the show fund the community projects of the Ocean Wave Quilters a 501(c)(3) that include:

Warm Welcome: We make a quilt to welcome every new baby in our North Coast communities. Our local pediatric offices distribute the quilts at the first newborn visit.

“Touch” Quilts: We make quilts that have texture for facilities in our community that care for patients with dementia. Research has shown that these quilts help provide a peaceful state of mind.

Hospital Infusion Center Quilts and Chemo Port Pillows: We make quilts that the infusion patient can use to stay warm during their chemotherapy treatments, and we make “Chemo Port Pillows” to cushion seatbelts for patients who have an infusion port.

Dress-a-Girl-Around-the-World:: We make cotton dresses for this project which aims to make sure every girl in impoverished areas (including in the U.S.) has at least one new dress of her very own.

Pillowcases: We provide pillowcases to foster children and to local shelters who provide assistance to families during domestic crises. We are part of the National Million Pillowcase Challenge.

Pet Beds: With all of our scraps, we make pet beds for local animal rescue groups, pet stores, and charities.

Other Community Quilts: We make quilts for many other community organizations, including the Food Bank, Project Sanctuary, Mendocino Children's Fund, Child Protective Services, and Parents and Friends who give our quilts to their clients. We also donate quilts to non-profit groups that raffle our quilts for their fund-raising projects; and

WHEREAS, The Fort Bragg Quilt Show regularly draws over 350 guests during the 2-day show, with nearly half coming from outside the Fort Bragg/Mendocino zip codes, helping to fill our hotel rooms, restaurants and local businesses; and

WHEREAS, the Fort Bragg Quilt Walk, held from Memorial Day through Independence Day, draws shoppers into local businesses, the library and the hospital to view the nearly 100 quilts hanging to help publicize the show.

NOW, THEREFORE, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby recognize and congratulate Ocean Wave Quilters on their 30th Anniversary Show on June 27 and 28th, and extend our deep appreciation for its ongoing contributions to the Fort Bragg community.

SIGNED this 22th day of June, 2026

_____

JASON GODEKE, Mayor

ATTEST:

_____

Diana Paoli, City Clerk

No. 26-2026

City of Fort Bragg

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

Text File

File Number: 26-291

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Staff Report

Agenda Number: 1C.

Receive Presentation of Noyo Center for Marine Science



Building Capacity for Fort Bragg's Ocean Future

Progress, Partnership and Community Impact

Sheila Semans
Executive Director

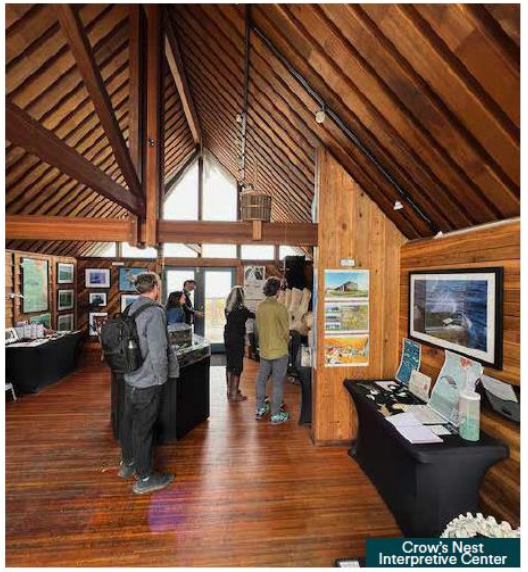


Mission:
To advance ocean conservation through education, exploration and experience

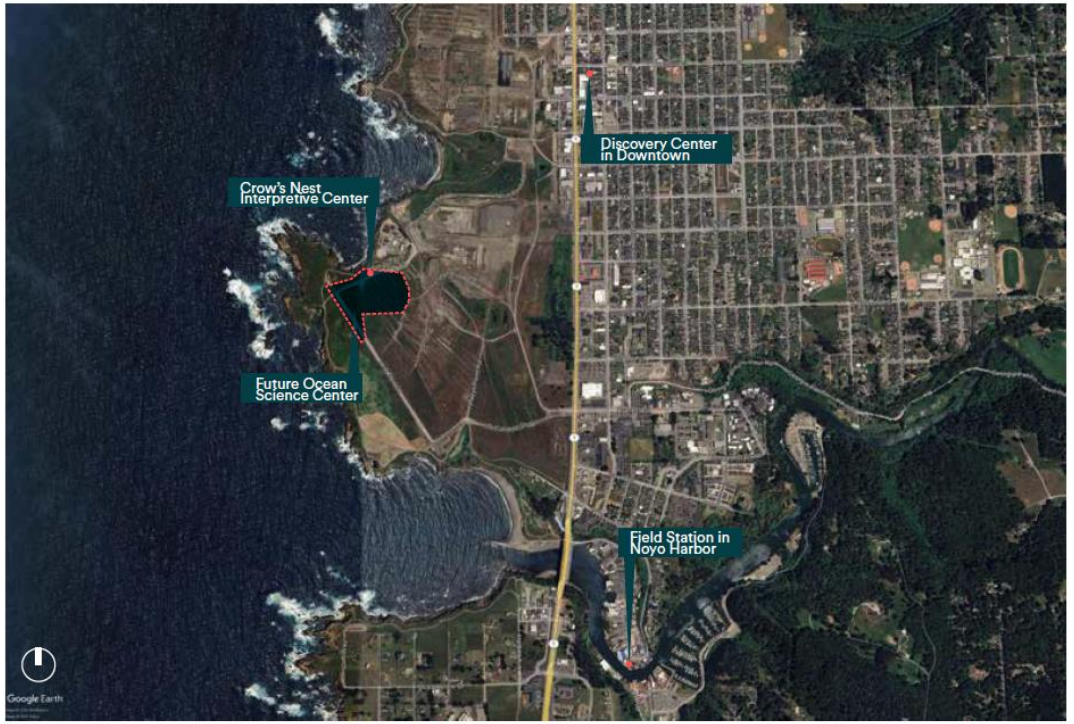
Advancing the Ocean Science Center Vision Through Science, Partnerships and Community Impact

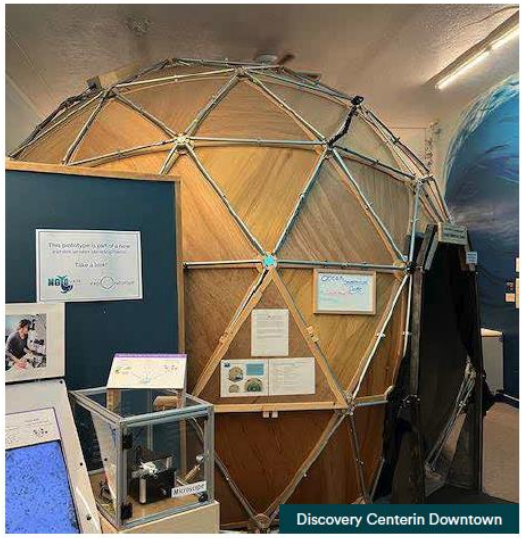
- Science
- Education
- Conservation
- Blue Economy
- Climate Resilience













Building the Pathways Today

Marine Science Assets

- Whale House LaBONEatory (first building on OSC Campus)
- Discovery Center Science Museum
- Crow's Nest Interpretive Center
- Field Station with wet lab and dock

Blue Economy Development

- Advancing regenerative aquaculture potential in Noyo Harbor
- Eco-tourism opportunities
- BEVRI Plan, Seawater intake infrastructure

Climate Resilience

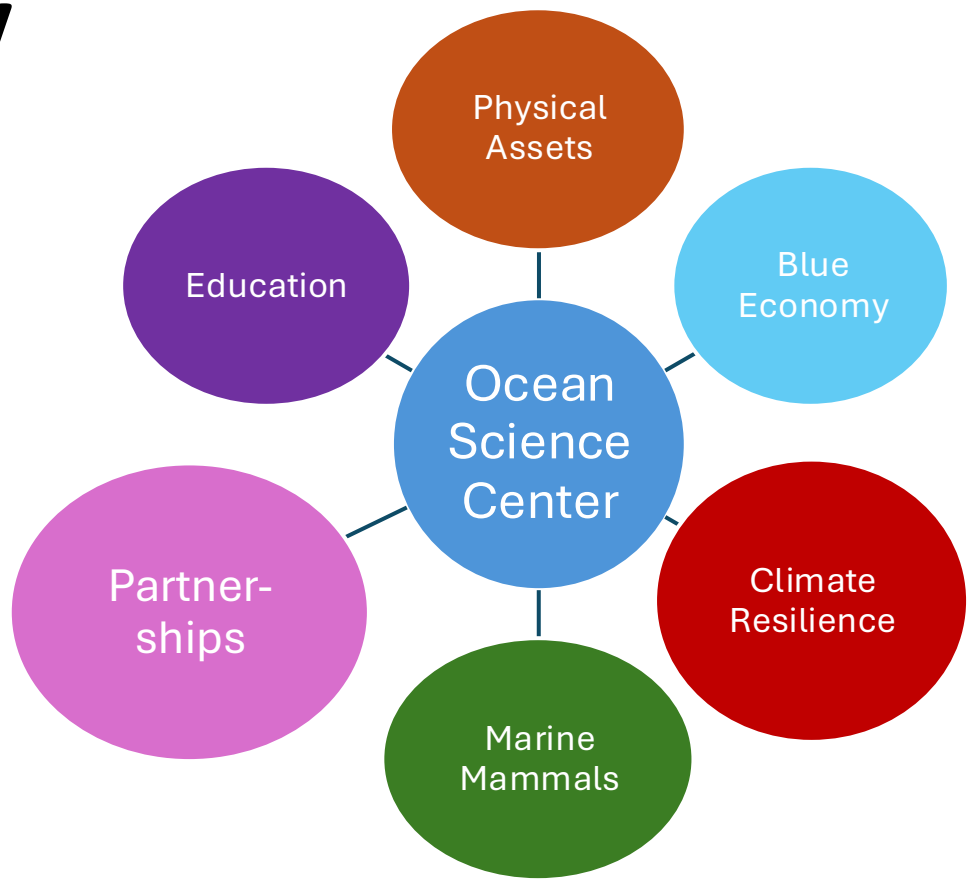
- Kelp forest ecosystems
- Assessing sea-level rise vulnerabilities in Noyo Harbor.
- Retrofit planning for Marine Field Station

Marine Mammal Science

- Marine mammal response and specimen preservation
- Community science programs; beach surveys and live whale identification

Education

- K-Grey programs
- Public engagement
- Workforce development



From Vision to Reality: Whale House LaBONEatory









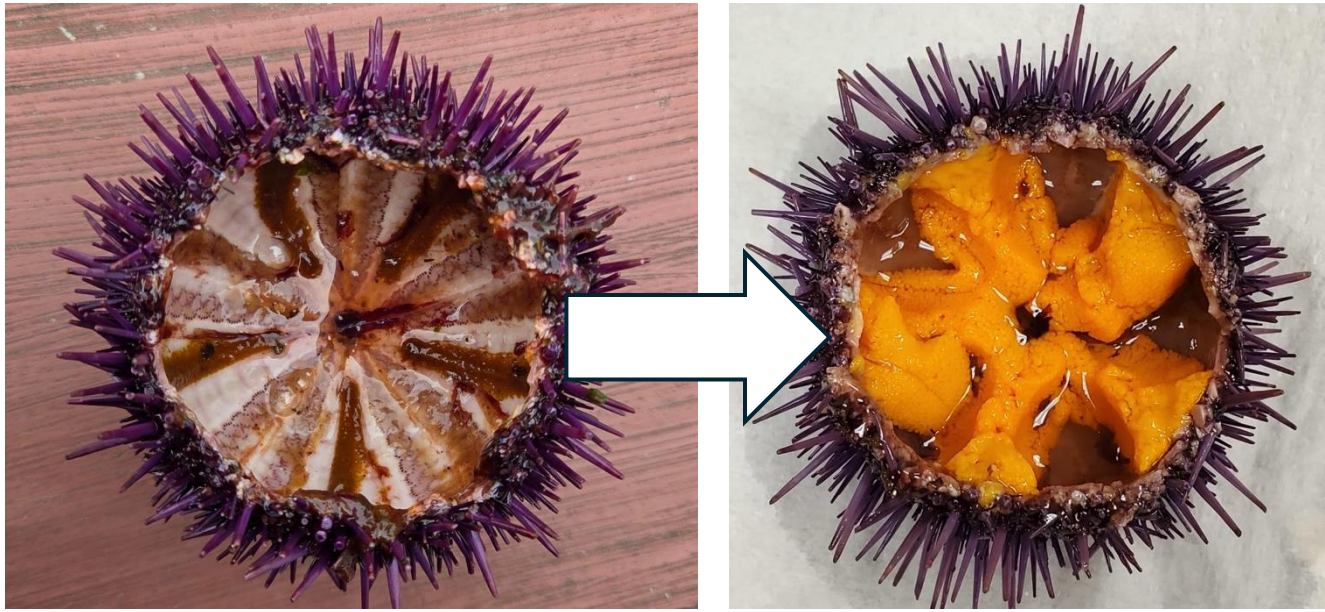
Building Marine Science Capacity

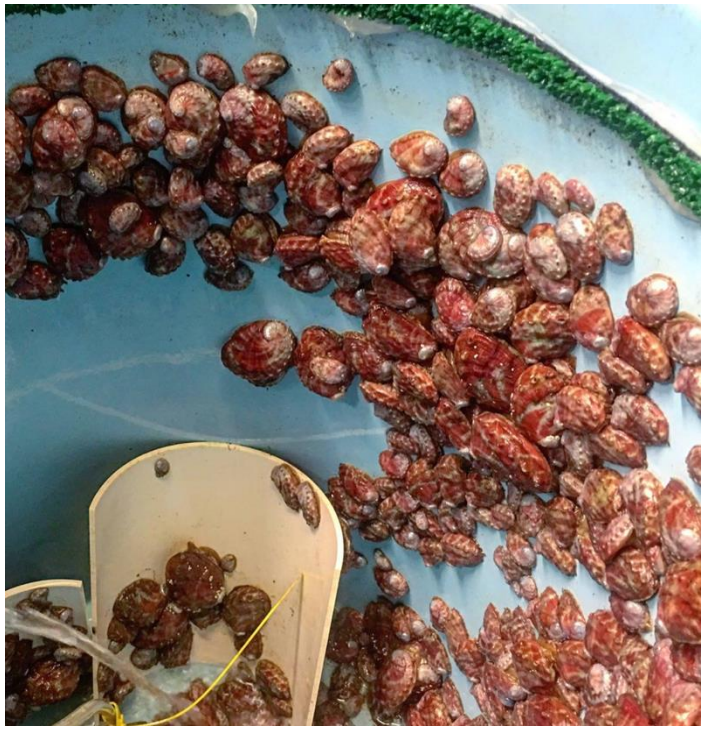
A future Ocean Science Center needs scientific expertise and infrastructure now.

- Kelp forest restoration
- Marine mammal research
- Volunteer training
- Regional partnerships

Building Blue Economy Capacity

- Regenerative Aquaculture
  - Urchin ranching
  - Red abalone
  - Seaweed
  - Future: sea stars
- Workforce development
- BEVRI contributions



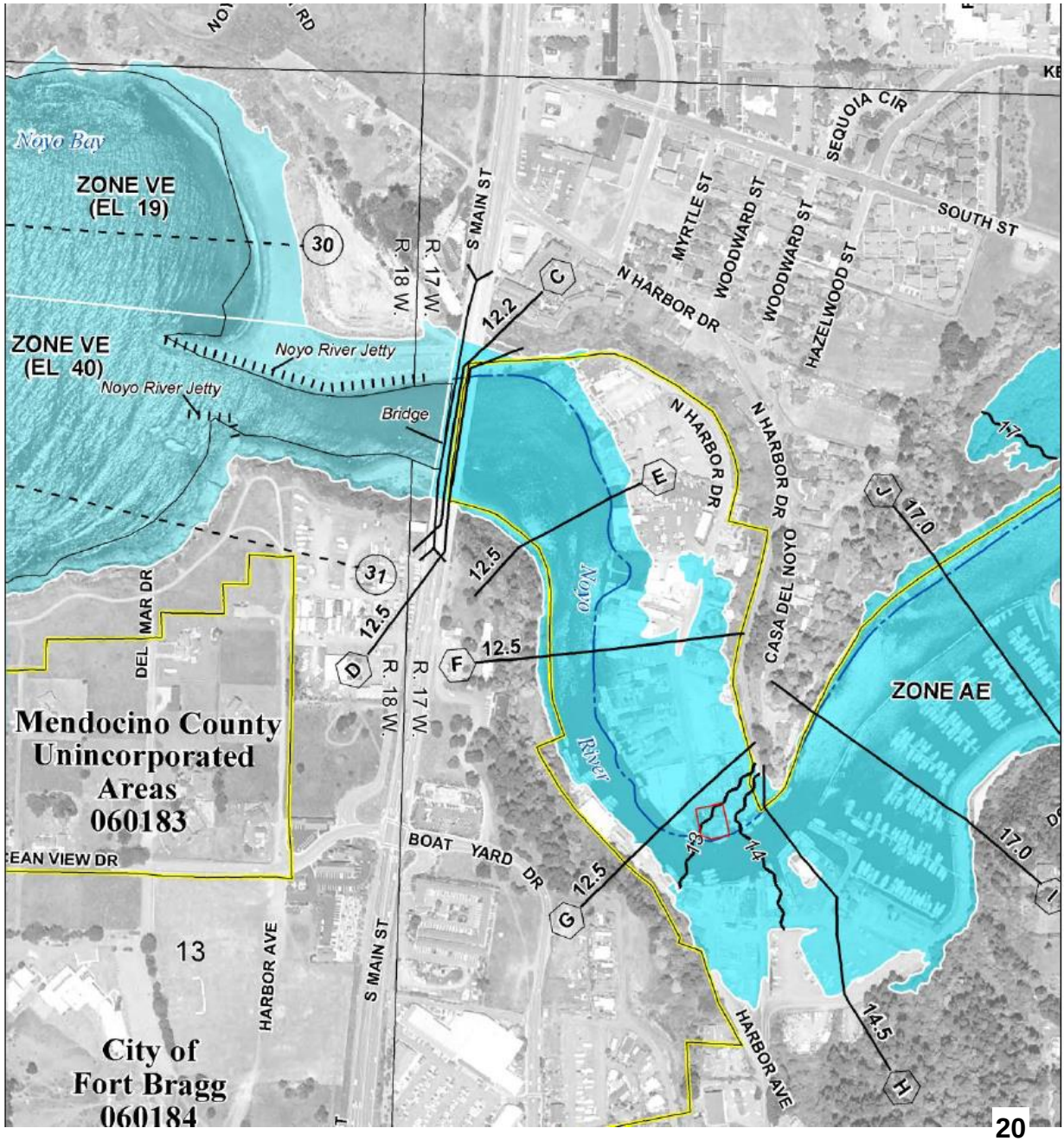




Building Climate Resilience Capacity

- Kelp forest ecosystems
- Sea-level rise study
- FS adaptation planning
- Seawater intake discussions

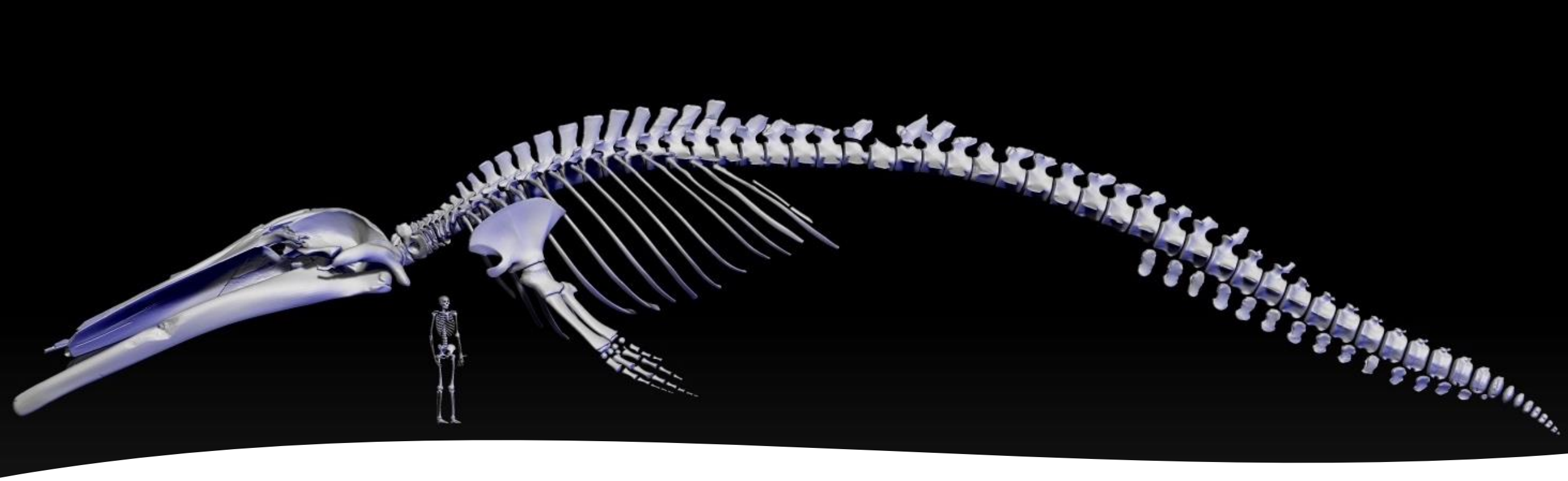




Building Community Engagement Capacity

- Hands on Science: Beaked whale project (blue whale on deck!)
- Public Engagement: KelpFest, Whale Festival, Noyo Pelagics
- Students: Field trips, afterschool programs, camps, Internships, classroom curriculum
- Volunteers (100+)





What Comes Next

- Whale House completion by fall
- Bring the blue whale home, begin restoration
- Aquaculture expansion
- Ocean Science Center Planning
  - Restoration Master Plan



Thank You!

www.noyocenter.org

Sheila Semans
Executive Director
sheila@noyocenter.opg

moffatt & nichol

Noyo Center for Marine Science Marine Field Station

Sea Level Rise Adaptation Study

PREPARED FOR EHDD | NCMS
DECEMBER 2025

Image courtesy of Noyo Center Marine Field Station



Document Verification

Client	EHDD Architecture | Noyo Center for Marine Science
Project name	Marine Field Station.
Document title	Sea Level Rise Adaptation Study
Document subtitle	
Status	Final Report
Date	December 12, 2025
Project number	252070
File reference	

Revision	Description	Issued by	Date	Checked
1	Final Report	M. Jorgensen	December 12, 2025	R. Dornhelm

Prepared by:
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Glossary

‘	feet
AE	{FEMA FIRM}
Approx.	Approximately
ASCE	American Society of Civil Engineers
Ave	Avenue
BFE	Base Flood Elevation
Cal	California
DART	Deep-ocean Assessment and Reporting of Tsunamis
ehdd	EHDD Architecture
El.	Elevation
EVA	Extreme Value Analysis
FEMA	Federal Emergency Management Agency
FFE	Finish Floor Elevation
FG	Finished Grade
FIPS	Federal Information Processing Standards
FIRM	{FEMA} Flood Insurance Rate Map
FIS	Flood Insurance Study
ft	feet
Isl.	Island
KT	King tide
LiDAR	Light Detection and Ranging
m	Meters
M&N	Moffatt & Nichol
MLLW	Mean Lower Low Water
N	North / Northern
NAD83	North American Datum of 1983
NAVD88	North American Vertical Datum of 1988
NCMS	Noyo Center for Marine Science
NOAA	National Oceanic and Atmospheric Administration
OES	Office of Emergency Services
OPC	{California} Ocean Protection Council
PMEL	Pacific Marine Environmental Laboratory
R.	Range
RP	Return Period {event frequency}
S	South
SLR	Sea Level Rise
St	Street
U.S.	United States
USACE	U. S. Army Corps of Engineers
USGS	United States Geological Survey
VE	{FEMA FIRM} Area of Velocity Hazard
YR	Year

1. Introduction

Moffatt & Nichol (M&N) was retained by EHDD Architecture (ehdd) to develop a Sea Level Rise (SLR) adaptation study and assist with development of conceptual design alternatives for SLR adaptation of the Noyo Marine Science Center (NCMS) Marine Field Station building and associated infrastructure.

The Marine Field Station is located on the Noyo Harbor waterfront at 32430 N. Harbor Dr, Fort Bragg, CA 95437. The main building and elements of the facility are located on land and include an entryway, lobby, kitchen, storage, laboratory facilities, shed, utility yard, parking, and side yard. The facility meeting room and terrace are located on an over water deck supported on piles, fronted by a 60-ft floating dock which provides waterside access. This study provides an assessment of the potential vulnerability of the Marine Field Station to inundation and flood hazards associated with king tides, ocean swells, tsunamis, and storm surge exacerbated by SLR.

1.1. SLR Resilience

A regional City of Fort Bragg SLR, Tsunami Hazard, and Erosion Resilience Strategy assessment was prepared by ESA/ARUP (2025). The assessment examined SLR in increments, assuming 1 foot of SLR occurring by 2050 (near term), 3 feet of SLR occurring by 2070-2100 (intermediate term) and 6 feet of SLR beyond 2100 (long term). The study evaluated these specific amounts of SLR to identify thresholds at which assets would become vulnerable and identified vulnerable facilities at Noyo Harbor.

The ESA/ARUP (2025) analysis estimated that the Noyo Center Marine Field Station would be impacted in a 100-year flood event (present-day) and could be subject to tidal inundation with 3 feet of SLR. The study identified seven key operational goals for Noyo Harbor having a potential to be impacted by SLR. Of these operational goals, the two that affect the Noyo Center Marine Field Station include:

- Operational Goal 2. Ability of vessels to safely enter/exit the harbor; and
- Operational Goal 7. Maintaining business continuity for all non-emergency harbor operations.

Regarding potential tsunami hazards, the ESA/ARUP (2025) study mapped the Noyo Center Marine Field Station as vulnerable to tsunami hazards with recurrence intervals of 200 years and higher.

2. Basis of Analysis

2.1. Project Location

Figure 2-1 shows the location of the NCMS Marine Field Station circled in red.

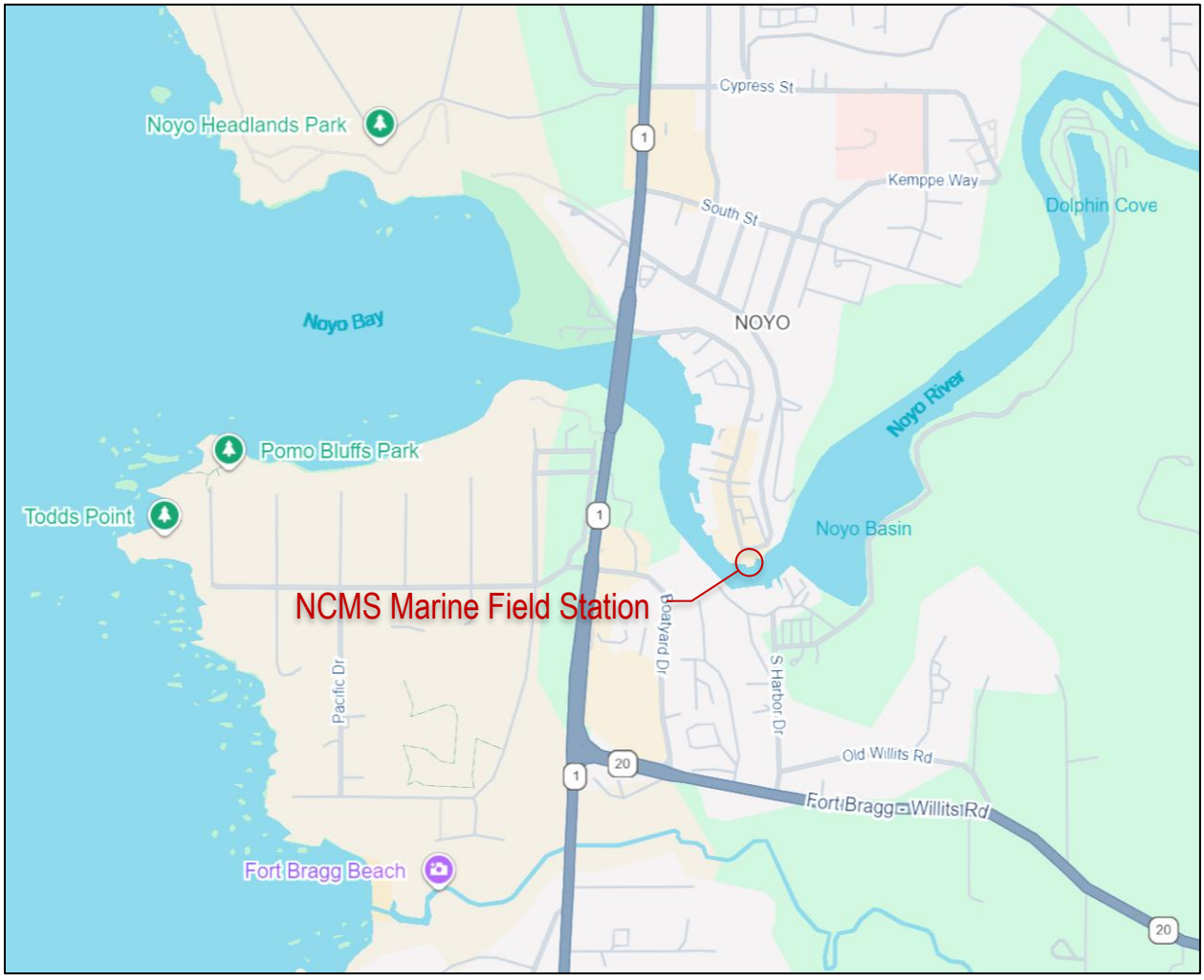


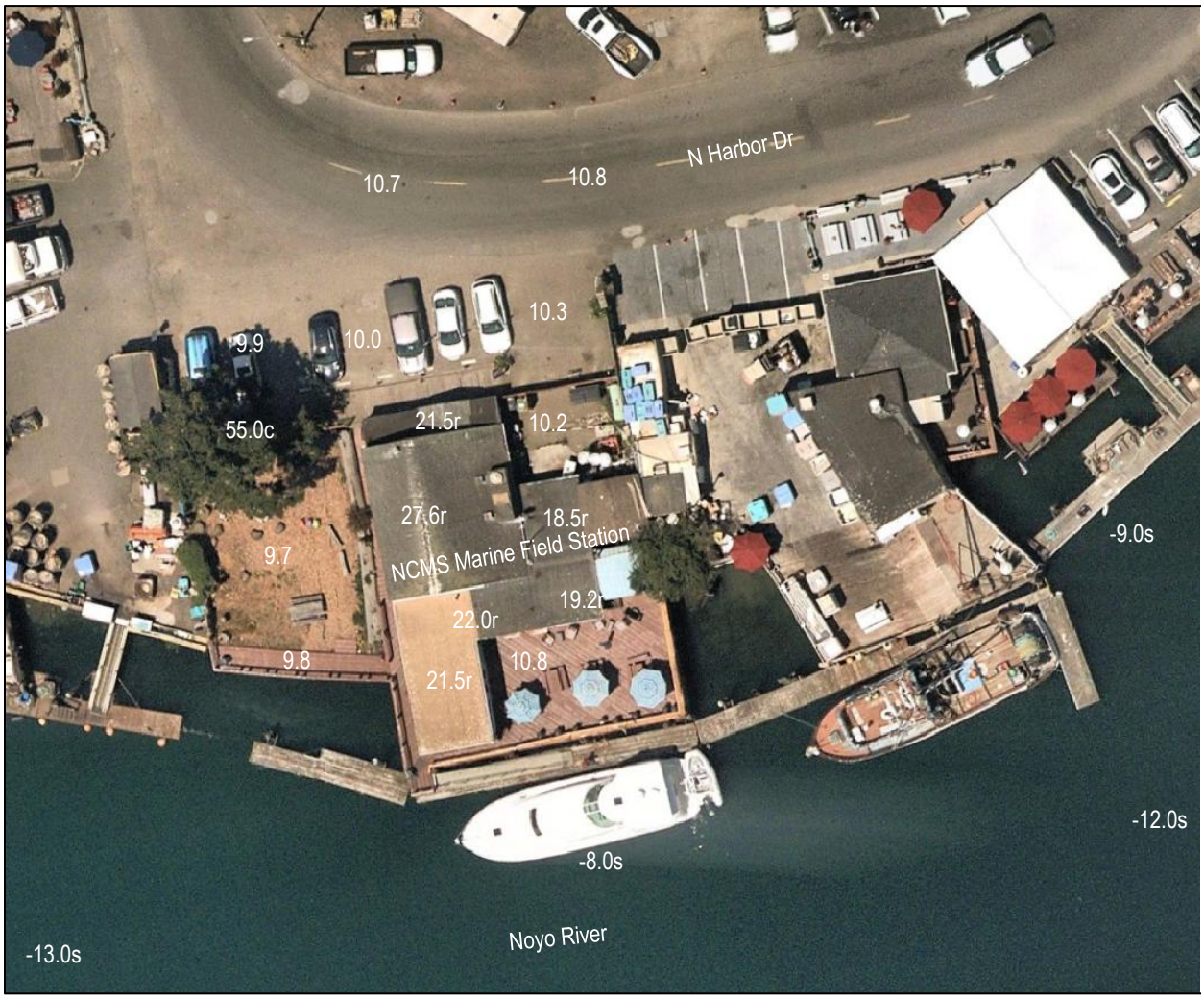
Figure 2-1: Location of NCMS Marine Field Station at Noyo Harbor (circled).

2.2. Horizontal and Vertical Datum

The horizontal datum adopted for the SLR adaptation study is the North American Datum of 1983 (NAD83) horizontal and geometric control datum, California State Plane System, FIPS zone 0402. The vertical datum is the North American Vertical Datum of 1988 (NAVD88).

2.3. Topographic and Bathymetric Data

Figure 2-2 summarizes spot elevations for the Marine Field Station facility and vicinity referenced to NAVD88. Terrain elevations are based on Federal Emergency Management Agency (FEMA) Region 9 LiDAR, NOAA (2017). Building roofline, deck, and tree canopy elevations based on U.S. Geological Services (USGS) source LiDAR, USGS (2016). Channel depths based on U.S. Army Corps of Engineers (USACE) dredge data, USACE (2024).



Terrain elevations (r: roofline, c: canopy, s: riverbed).

Figure 2-2: NCMS Marine Field Station Elevations (feet NAVD88).

2.4. Site Visit and Above-Water Inspection

A site visit and waterfront above-water inspection was conducted on Friday, August 22, 2025. Figure 2-3 provides an overview of the tidal variation per the NOAA (2025) tide prediction for Noyo Harbor, NOAA Station: 9417426. The inspection was conducted by boat, commencing around sunrise at 6:30 am to capture the available low tide window from 5:27 am to 12:01 pm.

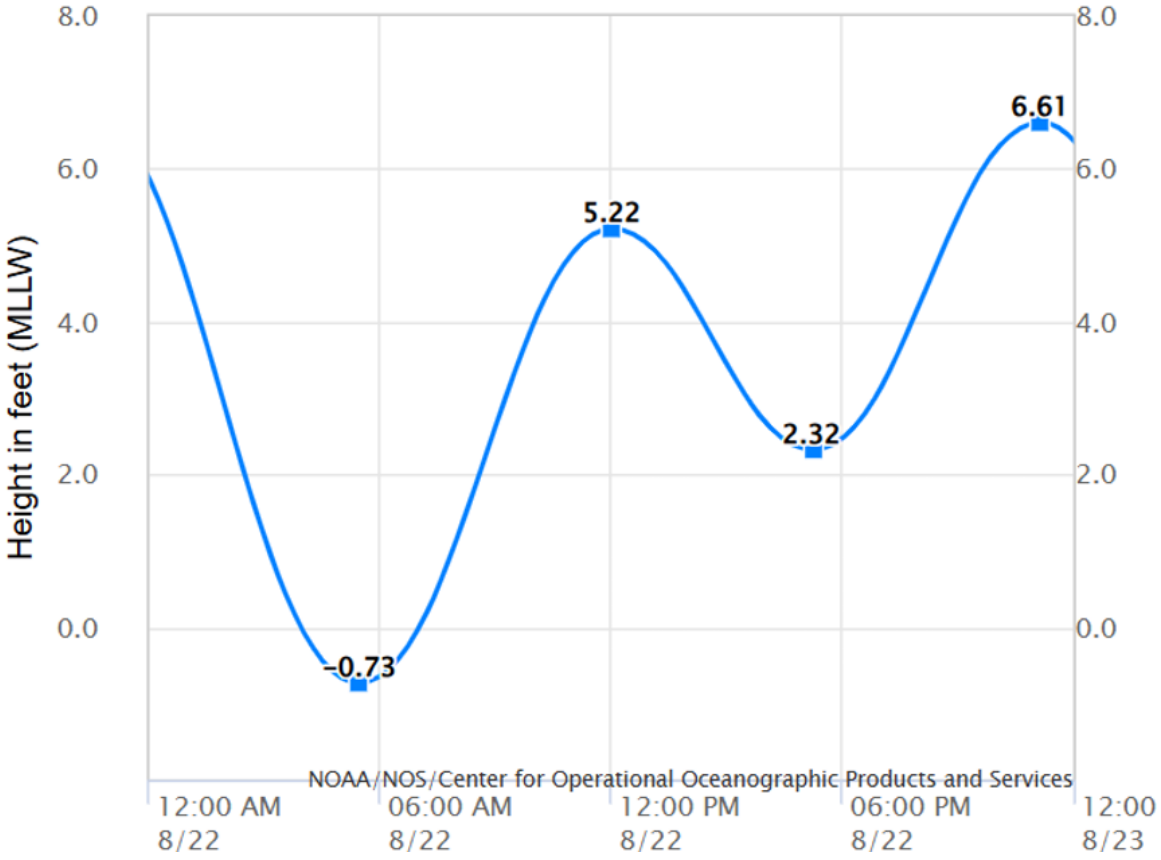


Figure 2-3: Tidal variation on August 22, 2025.

Refer to Appendix A for photos from the site visit. The inspection highlighted the following:

a) Marine pilings supporting the deck structure appear to be in good to moderate condition.

b) Deck structure in good condition.

c) Guide piles are experiencing rot and deterioration at the top and exhibit some reduction in cross-section over the tide range due to abrasion from the hoop pile guide attachments.

d) The boards of the timber (retaining) wall fronting the side yard are softening.

e) The segment of the timber wall under the deck has deteriorated significantly. Note: This part of the wall is not load-bearing, and there is a crawlspace behind the wall in this area.

3. Flood Hazards

The Marine Field Station is located on the Noyo River waterfront and in proximity to Noyo Bay. The Noyo River water level at this location is affected by several influencing factors that can cause the river stage to rise and potentially cause flooding. The flood hazards can be characterized as follows:

1. Fluvial flooding, which is associated with a rise of the river stage due to increased streamflow associated with rainfall within the Noyo River watershed.
2. Coastal flooding, which is caused by storm surge, exacerbated by high tides, El Niño effects, and wave action.
3. Tsunami hazards, associated with seismic, volcanic, and landslide activity in subduction fault zones along the Pacific Ring of Fire.

These hazards were highlighted in the recent Sea Level Rise, Tsunami Hazards, and Erosion Resilience Strategy for Noyo Harbor by ESA/ARUP (2025). The following sections provide an assessment of how these hazards can affect the Marine Field Station present day and with projected sea level rise (SLR).

3.1. Fluvial Flood Hazards

Fluvial flood hazards are attributed to Noyo River streamflow. Fluvial flooding is defined as the condition when the river stage rises and overflows neighboring land and facilities along the riverbank.

Figure 3-1 provides an excerpt from the Effective Flood Insurance Rate Map (FIRM), issued by FEMA. The location of the Marine Field Station is outlined in red. Areas of the map in gray are above the floodplain. Areas shaded in light blue depict the extent of the 1% annual chance floodplain, which has a 1-in-100 chance of occurring in any given year, corresponding to an average recurrence interval of 100 years between flood events of this magnitude. The risk of encountering such a flood event can be quantified via the encounter probability equation, which describes the probability, p, of experiencing a storm event with a given return period RP over a period of N years.

$$p = 1 - \left(1 - \frac{1}{RP}\right)^N$$

For a typical mortgage term of 30 years, the probability p of experiencing a 100-year flood event is 26%, which means that there will be about a 1-in-4 chance of flooding at least once.

In the area of the Marine Field Station, the effective FIRM indicates a 100-year river stage at approximately El. +13.3 feet NAVD88, which would flood the outdoor terrace, building space, yard, and North Harbor Drive, which are in the elevation range from approx. +9.7 to +10.8 feet NAVD88, refer to Figure 2-2.

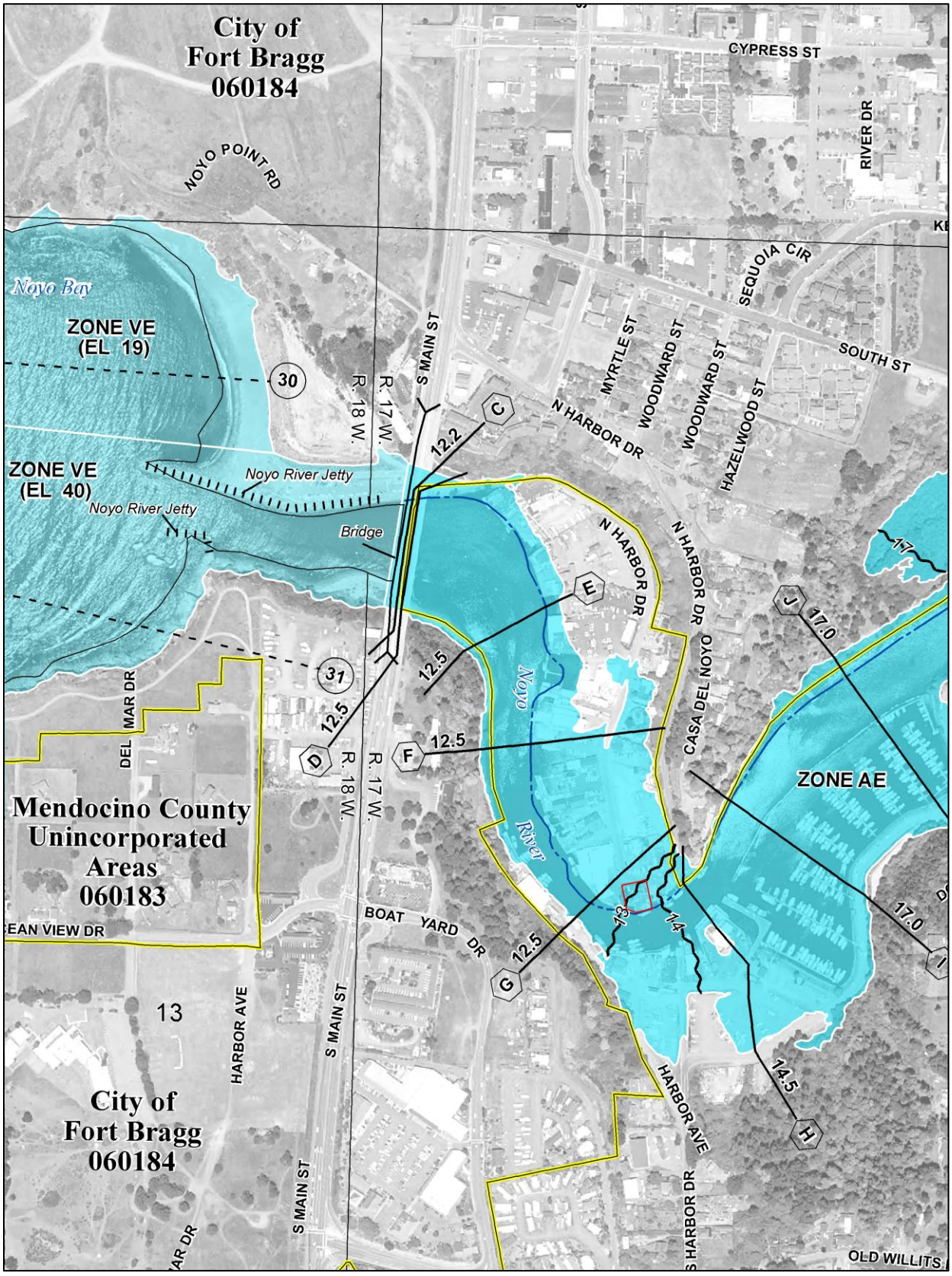


Figure 3-1: Excerpt from Effective FEMA FIRM, FEMA (2017). Marine Field Station outlined in red.

Table 3-1 summarizes information on Noyo River streamflow based on FEMA (2022), with the 100-year recurrence interval representative of a 1% annual chance fluvial flood event. The intermediate recurrence intervals were determined based on interpolation and extrapolation of the scenarios reported in the FEMA Flood Insurance Study (FIS). The resulting river stage and flow velocities were derived from analysis of streamflow data. The 100-year river stage of +13.3 feet NAVD88 corresponds to the Base Flood Elevation (BFE) indicated on the Effective Flood Insurance Rate Map shown in Figure 3-1 from FEMA (2017). The river stage estimates summarized in Table 3-1 are without SLR. Table cells shaded light yellow indicate shallow flooding of the Marine Field Station property experienced when the river stage rises above approximately El. +9.7 feet NAVD88. Cells highlighted in dark yellow indicate more significant flooding that would occur when the river stage rises above the deck elevation at approximately EL. +10.8 feet NAVD88.

Table 3-1: Noyo River Streamflow, River Stage, and Flow Velocity.

Recurrence Interval (years)	Streamflow (cfs)	River Stage (ft NAVD88)	Flow Velocity [c] (fps)
1	5,000	+5.6	1.7
5	13,000	+7.2	4.0
10	17,740	+8.5	5.2
25	25,000	+10.3	6.6
50	31,085	+11.8	7.5
100 [a]	38,000	+13.3 [b]	8.2

a) FEMA 1% Annual Chance Fluvial Flood Event.
b) FEMA 1% Annual Chance Fluvial BFE.
c) Estimated flow velocity along dock.
Flood impacts to Yard.
Flood impacts to Marine Field Station Building/Facilities.

The river stages indicated in Table 3-1 are depicted in Figure 3-2 which shows these flood stages in relation to the Marine Field Station. The terrace and building finish floor elevation (FFE) at El. +10.8 ft NAVD88 is indicated by the dashed brown line and callout on the right. The approximate elevation of the yard with finished grade (FG) at El. +9.8 ft NAVD88 along the riverbank is indicated by the dashed brown line and callout on the left. The river stage for a 25-year fluvial flood event is indicated by the yellow line. It can be seen that this event would result in shallow flooding of the yard, but the building and terrace would remain above the flood stage by a small margin. Fluvial flood events with higher recurrence intervals would flood the entirety of the Marine Field Station lot by up to 2.5 to 3.5 feet for the building/yard.

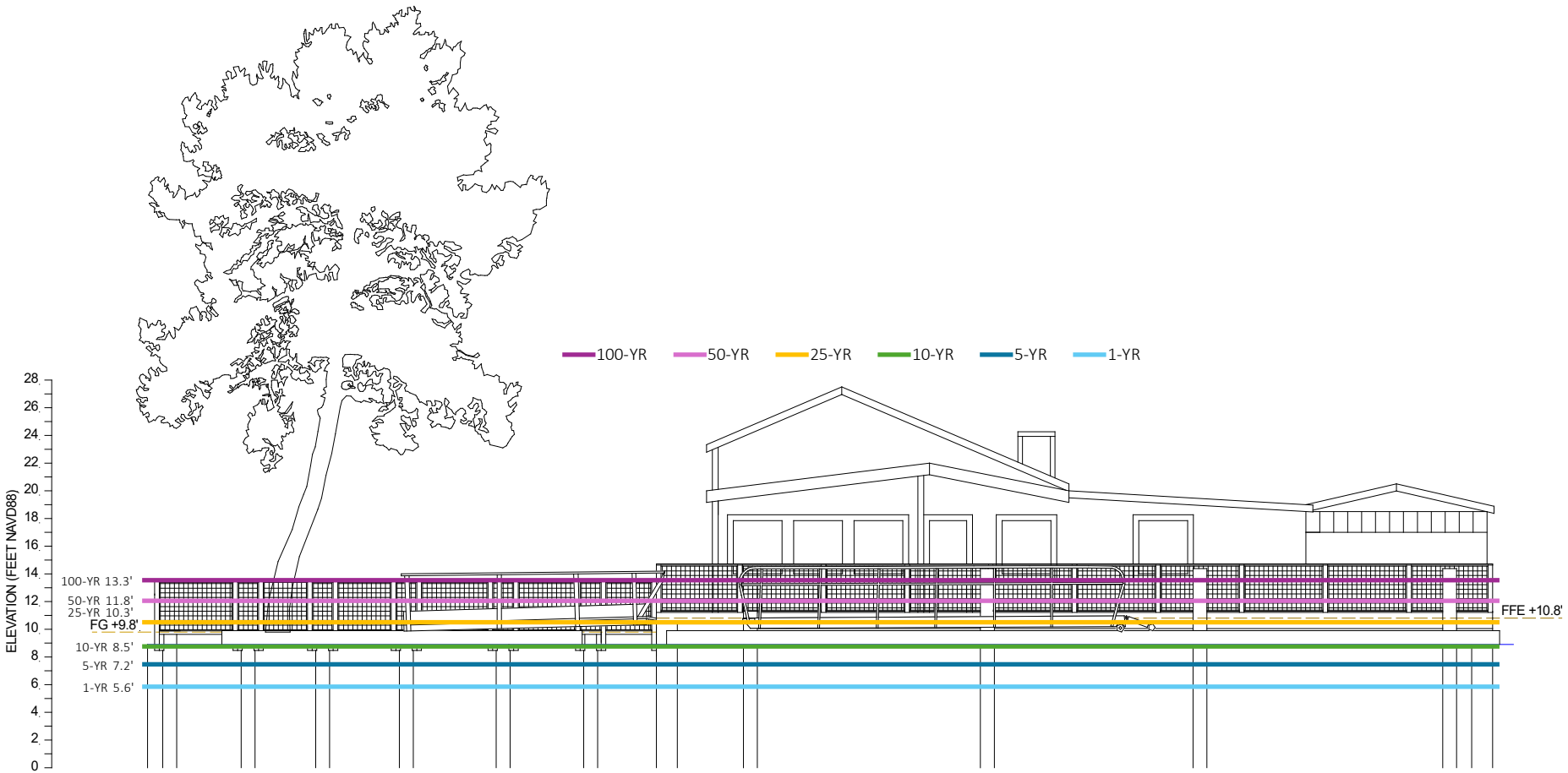


Figure 3-2: Fluvial Flood Hazards with Recurrence Intervals from 1 to 100 years.

3.1.1. Fluvial Flood Hazards with SLR

Table 3-2 provides estimates of the river stage at the Marine Field Station for flood events with recurrence intervals ranging from 1 to 100 years and SLR in increments of one foot up to six feet of SLR. The results show that for annually occurring flood events, the rise in river stage is approximately equal to the rise in ocean level, e.g. a 5.8-ft increase in river stage for 6 ft of SLR for a 1-year storm. However, the data shows that the increase in the river flood stage with SLR is moderate for larger, less frequent storm events. For example, in the case of a 100-year flood event with 6 feet of SLR, the increase in river stage is limited to 1.9 feet. One way of visualizing this trend is that for the case of a mild storm event such as a 1-year storm, the river stage at the Marine Field Station is more strongly governed by the ocean level and tide stage than the streamflow. Conversely, for the case of a 100-year flood event, the river stage at the Marine Field Station is more strongly governed by the streamflow than the ocean and tide level.

Table 3-2: Noyo River Stage change with SLR.

Recurrence Interval (years)	River Stage (feet NAVD88) for Sea Level Rise (feet) of:						
	0’	1’	2’	3’	4’	5’	6’
1	+5.6	+6.2	+6.9	+7.7	+8.8	+10.0	+11.4
5	+7.2	+7.7	+8.3	+9.0	+9.8	+10.8	+11.9
10	+8.5	+8.9	+9.4	+9.9	+10.7	+11.5	+12.4
25	+10.3	+10.6	+11.0	+11.4	+12.0	+12.6	+13.3
50	+11.8	+12.1	+12.3	+12.7	+13.1	+13.6	+14.2
100 [a)]	+13.3 [b)]	+13.5	+13.7	+14.0	+14.4	+14.7	+15.2

a) FEMA 1% Annual Chance Fluvial Flood Event.
b) FEMA 1% Annual Chance Fluvial BFE.
Flood impacts to Yard.
Flood impacts to Marine Field Station Building/Facilities.

The results indicate that a 25-year flood event would produce shallow flooding at the property progressing into North Harbor Drive. With 2 feet of SLR, a 25-year storm would produce flooding above the deck level and more significantly affect the building. Flood events with recurrence intervals above 25 years are estimated to produce flood impacts to the building, which would worsen significantly with SLR. The flood depth would increase with SLR and consequently the level of damage would increase correspondingly.

3.2. Coastal Flood Hazards

Extreme high water levels at Noyo Harbor are a combination of storm surge due to low barometric pressure and wind shear pushing water up against the coast, El Niño effects, astronomical tides, and wave action.

3.2.1. Storm Surge

The storm tracks, magnitude and frequency of winter storm systems vary from year to year. There are two ways that these storm systems can affect the water level at Noyo Harbor. One is due to the barometric low pressure of the storm system, which can pull up the water level. The second effect is wind shear, which can push water up against the downwind shoreline areas.

3.2.2. El Niño Southern Oscillation

El Niño effects (and La Niña) refer to cycles of warming and cooling of the Pacific Ocean, typically lasting 9 to 12 months. These cycles often commence in June or August and reach their peak during December through April and subsequently decay over May through July. Their periodicity is irregular, occurring every 3 to 5 years on average. The warming associated with El Niño produces a rise of the ocean level, which can be on the order of 6 to 18 inches. The period of elevated (or lowered) ocean levels can be on the order of months, while the peak highs and lows occur on a scale of days to weeks.

3.2.3. Tidal Datums

The astronomical tidal variation is governed by the movement of the earth and the moon in relation to the sun. Consequently, tides change daily, seasonally, and interannually. The cycle of tidal variation repeats after a period of 19 years, termed a tidal epoch. The daily tidal variation at Noyo Harbor can be categorized as a mixed semi-diurnal tide, which has two unequal highs and lows each tidal day as depicted in Figure 3-3.

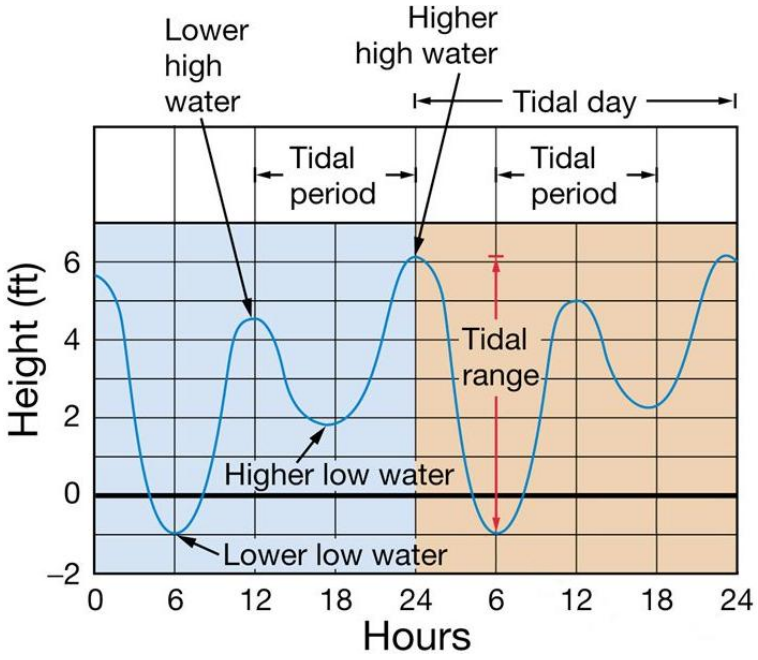


Figure 3-3: Typical Daily Tidal Progression for Mixed Semi-Diurnal Tides.

The higher high tides are referred to as “Higher high water” while the lower high tides are referred to as “Lower high water”. Similarly for the low tides, where the lower low tides are termed “Lower low water” and the higher low tides named “Higher low water”. The tides vary over the cycle of a tidal day,

which is approximately 24 hours and 50 minutes. The tidal period is the time between consecutive high tides or low tides. The tidal range is the difference in height between the lowest tide and the highest tide.

The lower part of Table 3-3 summarizes tidal datums associated with normal astronomical tides. The report cover photo presents an example of a condition with King tide, which is highest tide level occurring annually. The upper part of the table summarizes extreme tide levels for Noyo Harbor associated with astronomical tides, storm surge and El Niño effects based on data from NOAA (2025). It can be noted that the 100-year storm surge in Noyo Bay as such would not cause flooding at the Marine Field Station although the water level would rise to within a foot of the top of the riverbank.

Table 3-3: Tidal and Storm Surge Elevations.

Tidal Plane	Feet (NAVD88)
Extreme Tides (with storm surge)	
100-Year RP	+8.9
50-Year RP	+8.8
25-Year RP	+8.6
10-Year RP	+8.5
5-Year RP	+8.1
1-Year RP	+7.2
Normal Astronomical Tides	
King Tide (Approx. Annual Maximum)	+7.7
Mean Higher High Water (MHHW)	+5.9
Mean High Water (MHW)	+5.2
Mean Sea Level (MSL)	+3.1
Mean Low Water (MLW)	+1.0
North American Vertical Datum of 1988	0.0
Mean Lower Low Water (MLLW)	-0.2

The astronomical tide and extreme tidal datums from Table 3-3 are depicted in Figure 3-4 in relation to the Marine Field Station. Astronomical tidal datums are indicated in blue. The elevation of King tides, the highest tides occurring annually, is indicated in green. Extreme tides with storm surge are indicated in purple for recurrence intervals ranging from 1 to 100 years.

The results show that storm surge in itself would not flood the site, although a 100-year flood condition could bring the water level within 0.9 ft of the yard. A small amount of wave action in addition to the flood stage could therefore conceivably contribute to shallow flooding and/or ponding within the yard. The terrace and Marine Field Station building would maintain a clearance of 1.9 feet above the predicted 100-year extreme tide stage. This freeboard can be categorized as a form of SLR allowance.

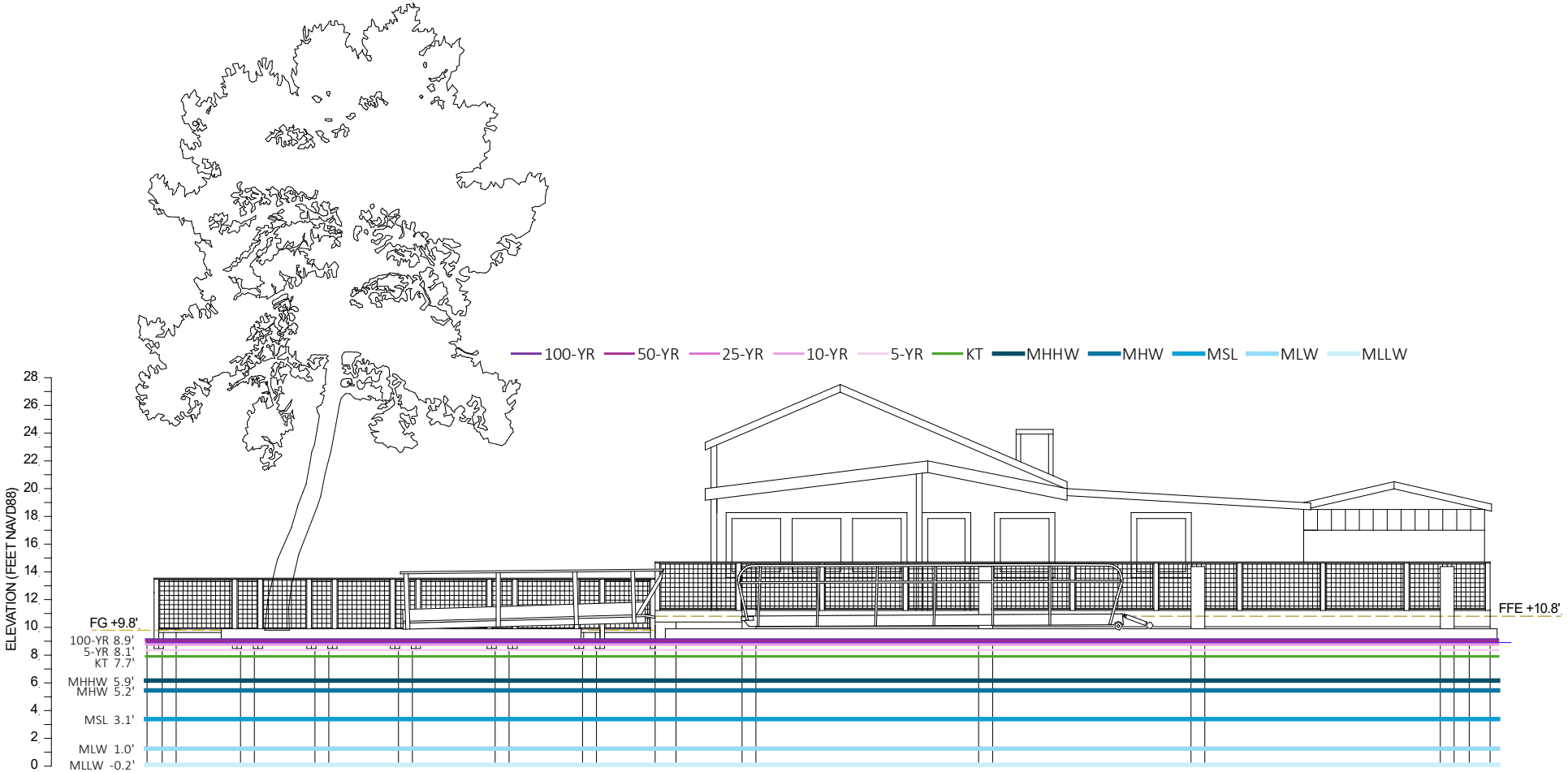


Figure 3-4: Astronomical Tide (Green and Blue) and Extreme Tidal Datums (Purple).

3.2.4. Coastal Flood Hazards with SLR

Table 3-4 summarizes extreme tide elevations with storm surge for recurrence intervals ranging from 1 to 100 years and SLR in increments of one foot up to six feet of SLR. The results show that annually occurring storm events would contribute to flooding at the Marine Field Station with 3 feet of SLR. Storms with recurrence intervals ranging from 5 to 25 years would cause flooding at the Marine Field Station with 2 feet of SLR. Storm events occurring every 50 to 100 years on average would cause shallow flooding at the Marine Field Station (light yellow) with 1 foot of SLR and more significant flooding with 2 feet of SLR (dark yellow).

Table 3-4: Extreme Tide Elevation change with SLR.

Recurrence Interval (years)	Extreme Tide Elevation (feet NAVD88) for Sea Level Rise (feet) of:						
	0’	1’	2’	3’	4’	5’	6’
1	+7.2	+8.2	+9.2	+10.2	+11.2	+12.2	+13.2
5	+8.1	+9.1	+10.1	+11.1	+12.1	+13.1	+14.1
10	+8.5	+9.5	+10.5	+11.5	+12.5	+13.5	+14.5
25	+8.6	+9.6	+10.6	+11.6	+12.6	+13.6	+14.6
50	+8.8	+9.8	+10.8	+11.8	+12.8	+13.8	+14.8
100 [a)]	+8.9	+9.9	+10.9	+11.9	+12.9	+13.9	+14.9

a) FEMA 1% Annual Chance Coastal Flood Event.
Flood impacts to Yard.
Flood impacts to Marine Field Station Building/Facilities.

3.2.5. Wave Action

The location of the Marine Field Station on the Noyo River waterfront is generally sheltered from exposure to ocean waves. The local wave climate is dominated by chop associated with wind-waves and boat wake. Consequently, wave action is not a key component of flood hazards at the Marine Field Station.

3.3. Tsunami Hazards

Ports, harbors and waterfront facilities on the west coast of the U.S. are vulnerable to tsunamis originating along the Pacific Ring of Fire. The City of Fort Bragg maintains a tsunami contingency plan for areas within Fort Bragg City limits and portions of Noyo Harbor and the Noyo Jetty. Tsunami threats are monitored via accelerometers capturing seismic activity, and a system of buoys deployed throughout the Pacific. These are maintained by the NOAA Center for Tsunami Research, Pacific Marine Environmental Laboratory (PMEL) for Deep-ocean Assessment and Reporting of Tsunamis (DART). The DART buoys are developed to detect tsunamis in deep water where their height can be limited from just a few inches up to around 3 feet and often not noticeable to vessels at sea.

3.3.1. Noyo Harbor Tsunami History

Table 3-5 provides a summary of written records of tsunami events observed at Noyo Harbor based on information from NOAA (1993). The most severe of these tsunami events produced widespread impacts to ports and harbor facilities along the California coast and incurred millions of dollars in damages. The most impactful tsunami events were the following:

- 1946 Aleutian Islands earthquake and tsunami, which caused over $26 million in damage in 1946 dollars corresponding to about $413 million present day.
- 1960 Great Chilean Earthquake (Valvidia Earthquake) which caused $550 million damage in southern Chile, 1,655 deaths and 3,000 injured, and 2 million people homeless. The tsunami associated with this earthquake produced $75 million damage in Hawaii and $500,000 damage to the west coast of the U.S. in total about $795 million present day.
- 1964 Great Alaska Earthquake and Tsunami, which generated one of the most destructive tsunamis ever observed in North America. The tsunami caused $10 million damage at Noyo Harbor ($101 million present day) and about $311 million in damage in total for impacted areas on the west coast corresponding to $3.1B present day.

Table 3-5: Noyo Harbor Tsunami History.

Date	Origin	Earthquake Magnitude	Wave Height (feet)	Observations
4/1/1946	Aleutian Isl.	8.1	16.0	In a few minutes a surge came in through the mouth of the Noyo River that hit a 5-foot mark. The rise was very swift and boats that were not securely moored broke from their moorings and started drifting upstream.
3/9/1957	Aleutian Isl.	8.6	0.5	The wave was barely noticed at Noyo Harbor.
5/22/1960	Chile	9.5	7.0	At Noyo Harbor almost every dock was damaged, and boats were carried upstream. Virtually every dock suffered loosened or broken pilings. A tier of six boats broke mooring from the south side pilings and still lashed together shot upriver unmanned with a high surge. A lone fisherman in a rowboat caught up to the boats and tied them to a piling. Two of the six broke loose and ended on a mud bank. Half of the fishing fleet had put to sea following a warning.
3/28/1964	Alaska	9.2	12.6	The first wave arrived shortly before midnight. The sheriff had tried to alert boat owners, and some had heard of the threat from radio and television. The Coast Guard Cutter Pt. Ledge cleared the harbor after the first surge. The La Paz, a 42-foot drag boat with three tons of fish in its hold was hit by another boat and shot upstream in full reverse slamming into other boats near Casa del Noyo. The crew tried to tie it up, but another surge sent it upstream another quarter of a mile and aground against the Mary R. Bores proceeded upriver at 35 miles per hour as a series of step-like jumps.
4/25/1992	N. California	7.2	4.8	Recorded on Arena Cove marigram.
10/4/1994	Kuril Isl.	8.4	0.6	Recorded on Arena Cove tide gage.
6/22/2001	Peru	8.4	0.3	Recorded on Arena Cove tide gage.
12/26/2004	Indonesia	9.2	0.9	Recorded on Arena Cove tide gage.
7/15/2005	N. California	7.2	0.2	Recorded on Arena Cove tide gage.
11/15/2006	Kuril Isl.	8.3	1.6	Recorded on Arena Cove tide gage.
1/13/2007	Kuril Isl.	8.1	1.1	Recorded on Arena Cove tide gage.
9/30/2009	Samoa	8.0	1.6	Recorded on Arena Cove tide gage.
3/11/2011	Honshu Isl.	9.0	5.9	Recorded on Arena Cove tide gage.
1/15/2022	Tonga	8.4	5.5	Recorded on Arena Cove tide gage.
7/30/2025	Kamchatka Peninsula	8.8	2.4	Recorded on Arena Cove tide gage.

Figure 3-5 provides an overview of tsunami hazard mapping issued by the California Department of Conservation (DOC). This tsunami hazard mapping is primarily intended to assist cities and counties in identifying tsunami hazards for local jurisdictional and coastal emergency response planning. The tsunami hazard area map was compiled with the best available scientific information and represents the area that could be exposed to tsunami hazards during a tsunami event. It is based on inundation limits corresponding to a 975-year return period tsunami event. The 975-year recurrence interval corresponds to a 5% or 1-in-20 chance of experiencing a tsunami event of this magnitude over a 50-year time frame. Areas potentially affected by tsunami inundation are indicated in yellow. These areas represent the maximum considered tsunami runup from several extreme, infrequent, and realistic tsunami sources. Areas unaffected by tsunami hazards are indicated in green. The location of the Marine Field Station is outlined in red and is within the area of potential tsunami hazard.

Tsunamis are rare events and there is a sparsity of known occurrences in the historical record. Consequently, there is a limited basis for estimating the likelihood of any tsunami affecting an area within a specific time period. Agencies such as the California Office of Emergency Services (Cal OES) and American Society of Civil Engineers (ASCE) operate with varying levels of tsunami hazard exposure for emergency planning purposes and building codes for structures, summarized in Table 3-6.

Table 3-6: Overview of Tsunami Hazard Scenarios adopted by Regulatory Agencies.

Agency	Recurrence Interval (years)	Time Frame (years)	Probability of Occurrence	Description
Cal OES	525	50	9%	Typical full-rupture earthquakes
Cal OES	975	50	5%	Severe full-rupture earthquakes
Cal OES	2,475	50	2%	Worst case full-rupture earthquakes
ASCE	2,475	50	2%	Maximum Credible Tsunami

Extreme-value analysis (EVA) was applied to the Table 3-5 historical tsunami information to estimate tsunami events with smaller recurrence intervals (more frequent events). The results are presented in Figure 3-6 and summarized in Table 3-7.

Table 3-7: Tsunami Hazard Scenarios for 10 to 100-Year Events.

Basis	Recurrence Interval (years)	Time Frame (years)	Probability of Occurrence	Description
EVA	100	50	39%	Magnitude 7.0 or larger partial, full-rupture, and megathrust earthquakes.
EVA	50	50	64%	
EVA	25	50	87%	
EVA	10	50	99%	

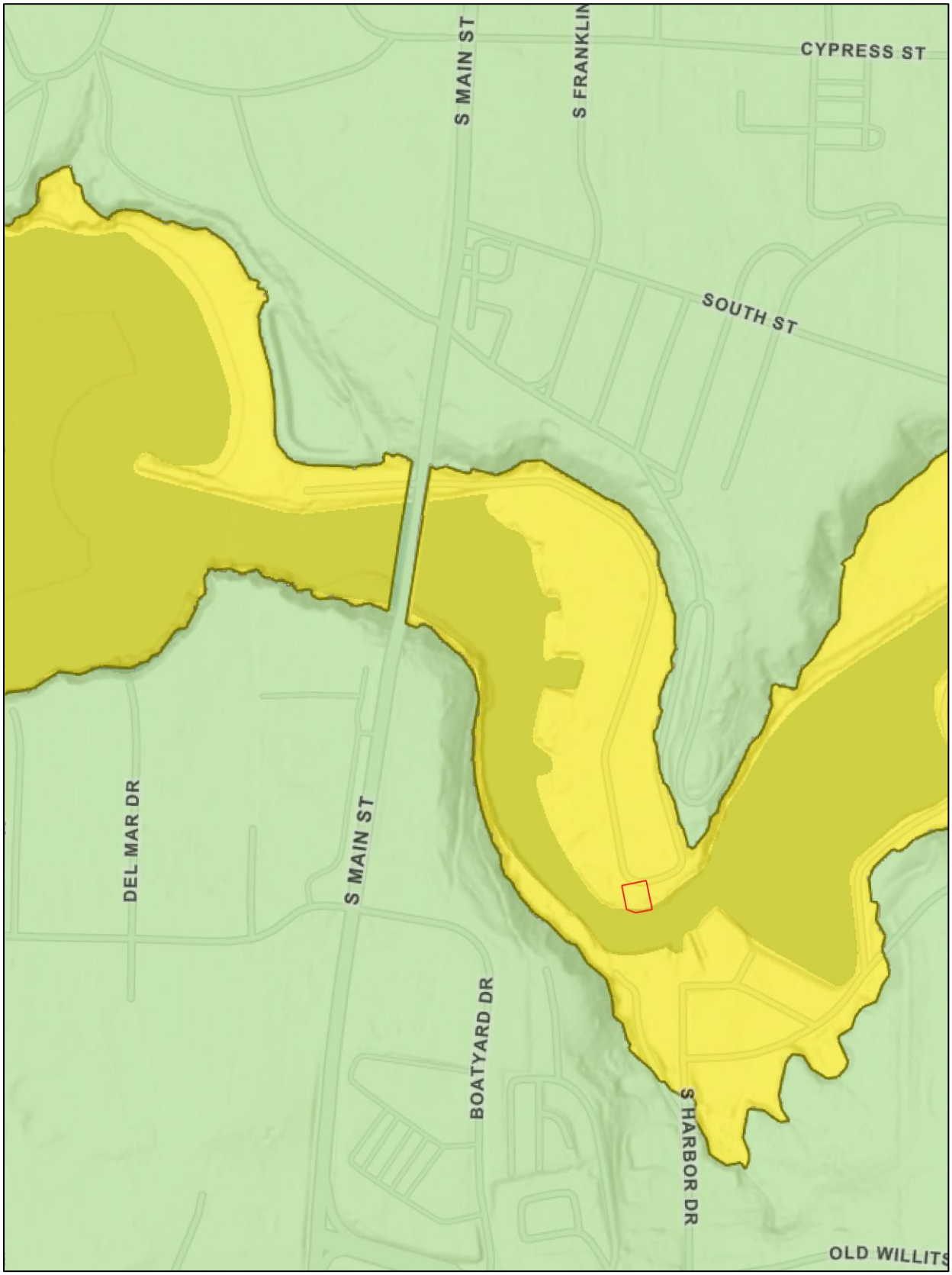


Figure 3-5: Excerpt from Tsunami Hazard Map, DOC (2021).

It can be noted in Figure 3-6 that there are no tsunami events with recurrence intervals below 5 years. This is because the tsunami wave height of such events is within a few inches in height and therefore mostly goes unnoticed.

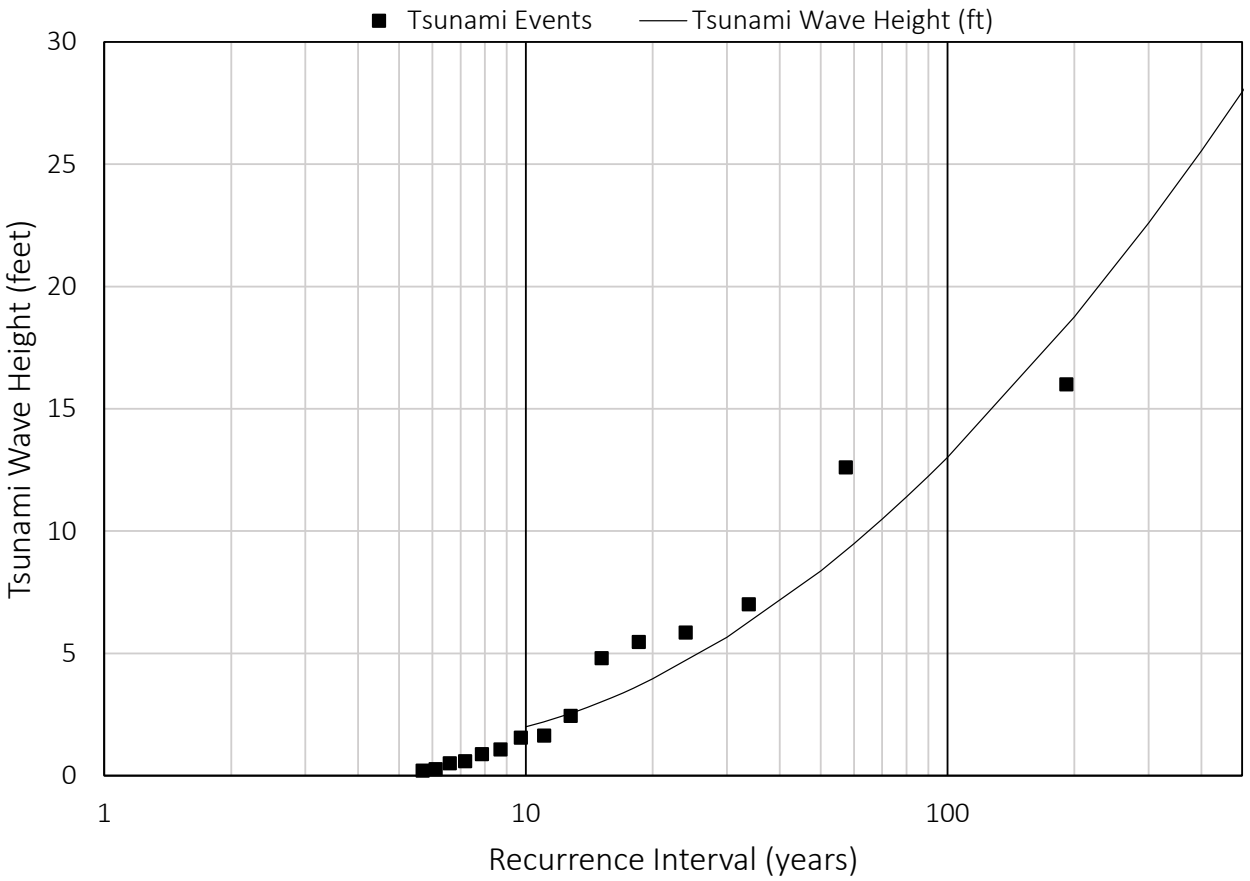


Figure 3-6: Tsunami Wave Height Exceedance based on Observations from 1946 to 2025.

Tsunami inundation levels for the Table 3-7 tsunami hazard recurrence intervals are shown in Figure 3-7 in relation to the Marine Field Station. The results indicate that the peak water level associated with a 25-year tsunami event would remain below the elevation of the Marine Field Station and facilities. However, the indication is that a 50-year tsunami event could have the potential to cause shallow flooding over the terrace and Marine Field Station finish floor elevation. A tsunami event with a recurrence interval of 100 years would produce more significant flooding, estimated to 3.1 feet flow depth over terrace and around the Marine Field Station, and approximately 4.1 feet of depth over the yard. It should be noted, however, that the extent of flooding associated with tsunami events is highly dependent on the tide level, which rises and falls independently of tsunami activity. Based on Table 3-3 the mean tide range from MLW to MHW is 4.2 feet. The tsunami water levels indicated in Table 3-7 are based on a MHW tide level, assuming that a tsunami event could occur over a high tide. Depending on the actual tide level, the peak water levels could therefore be slightly higher or somewhat lower and the associated tsunami flood hazards range from severe to limited. While these uncertainties exist in relation to tide and tsunami peak water levels, tsunamis commonly produce conditions of high flow in inlets and waterways due to the significant exchange of water. Overland flow velocities are also projected to manifest as very fast-moving water which can be on the order of 10 feet per second or higher.

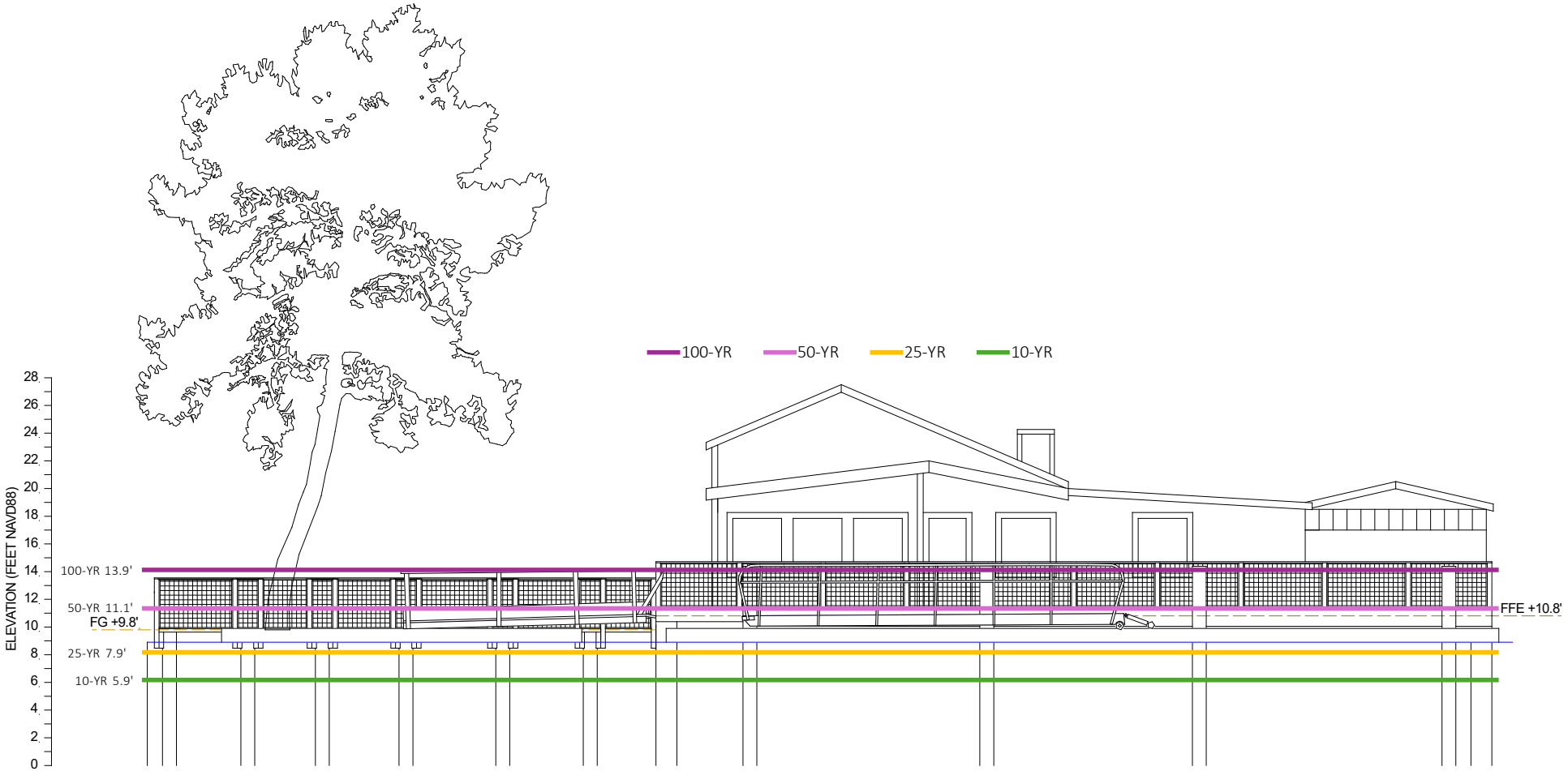


Figure 3-7: Present-Day Tsunami Hazard.

3.3.2. Tsunami Hazards with SLR

Table 3-8 summarizes tsunami inundation results for the Cal OES 975-year tsunami event with SLR in 1 foot increments in terms of peak water level, flow depth, and peak flow velocity. Peak values taken as the highest value occurring during the tsunami exposure. The results show that the level of tsunami inundation rises approximately with SLR.

Table 3-8: Tsunami Inundation with SLR.

Tsunami Parameter	Tsunami Impacts for Sea Level Rise (feet) of:						
	0’	1’	2’	3’	4’	5’	6’
Peak Water Level (ft NAVD88)	+25.5	+26.5	+27.5	+28.4	+29.3	+30.4	+31.0
Flow Depth (ft)	15.2	15.2	15.2	15.1	15.0	15.1	14.7
Peak Flow Velocity (fps)	21.4	22.4	23.4	24.9	26.0	28.8	27.7

Table 3-9 summarizes estimated tsunami inundation levels for tsunami events with recurrence intervals ranging from 10 to 100 years.

Table 3-9: Tsunami Peak Water Level with SLR.

Recurrence Interval (years)	Peak Water Level (ft NAVD88) for Sea Level Rise (feet) of:						
	0’	1’	2’	3’	4’	5’	6’
10	+5.9	+6.9	+8.2	+9.2	+10.2	+11.6	+12.6
25	+7.9	+8.9	+10.8	+11.9	+12.8	+13.8	+14.8
50	+11.1	+12.1	+13.1	+14.1	+15.1	+16.2	+17.2
100	+13.9	+14.9	+16.0	+17.1	+18.2	+19.2	+20.3

Potential flood impacts to Yard.
Potential flood impacts to Marine Field Station Building/Facilities.

4. Sea Level Rise Projections

4.1. Sea Level Rise Trend

Figure 4-1 presents the SLR trend at Arena Cove, the closest NOAA station to Noyo Harbor. Water level data has been recorded at this station since 1978.

The relative sea level trend is 1.11 millimeters/year with a 95% confidence interval of +/- 0.80 mm/year, which is equivalent to a change of 0.5 feet in 100 years. The blue curve in the figure depicts the monthly mean sea level variation without regular seasonal fluctuations from coastal ocean temperatures, salinity, wind, atmospheric pressure, and ocean currents. The relative sea level trend (red line) is shown with 95% confidence bands (black lines).

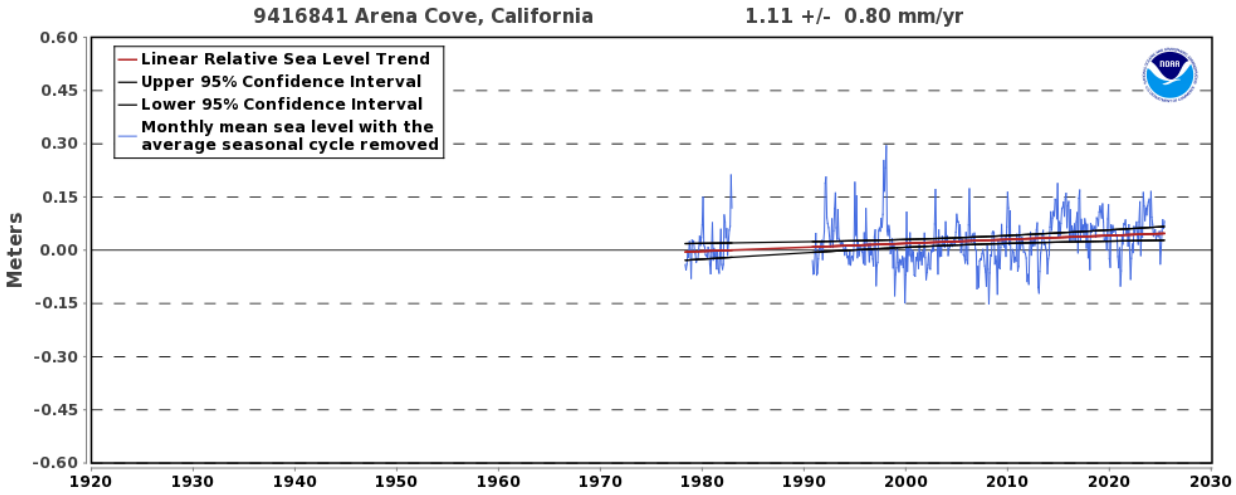


Figure 4-1: SLR trend observed at Arena Cove, NOAA (2025).

The data presented in the figure shows that the variation of the monthly mean sea level can be up to 1.5 feet (0.45 m). In addition, the daily tide range can vary from about 4.2 feet for Mean High Water (MHW) tides to 7.9 feet for annually occurring King tides (KT), refer to Table 3-3. SLR projections generally assumed zero starting in 2000 and since that time, the estimated SLR in the vicinity of Arena Cove and Noyo Harbor has been on the order of 1.85 inches. These estimates illustrate the difficulty of capturing the SLR trend when the day-to-day water level variation is about 100 times greater. So, despite the fact that more than two decades have passed since 2000, the data that the trend is based on is in fact quite irregular. The data presented in Figure 4-1 is therefore mostly focused on presenting the historical data, and does not offer much in terms of predicting future SLR, i.e. the underlying data is too irregular to tell whether the linear trend is the best estimate or whether SLR has begun to accelerate.

4.2. Sea Level Rise Scenarios

The best available science and most recent guidance on sea level rise from OPC (2024) is summarized in Figure 4-2, which presents five sea level scenarios for the Arena Cove region labeled:

Low, Intermediate-Low, Intermediate, Intermediate-High, and High. The sea level scenarios can be characterized as follows:

- **Low.** Linear trend based on the current rate of sea level rise continuing into the future. This scenario is on the lower bounding edge of plausibility given current warming and sea level trajectories.
- **Intermediate-Low.** This scenario provides a reasonable estimate of the lower bound for the most likely sea level rise by 2100.
- **Intermediate.** This scenario is driven predominantly by high emissions scenarios and provides a reasonable upper bound for the most likely range of sea level rise by 2100.
- **Intermediate-High.** This scenario reflects rapid ice sheet loss contributing to sea level rise and is representative of a plausible high-end projection.
- **High.** This scenario assumes high future emissions and high warming with large potential contributions from rapid ice sheet loss, and representative of a worst-case scenario.

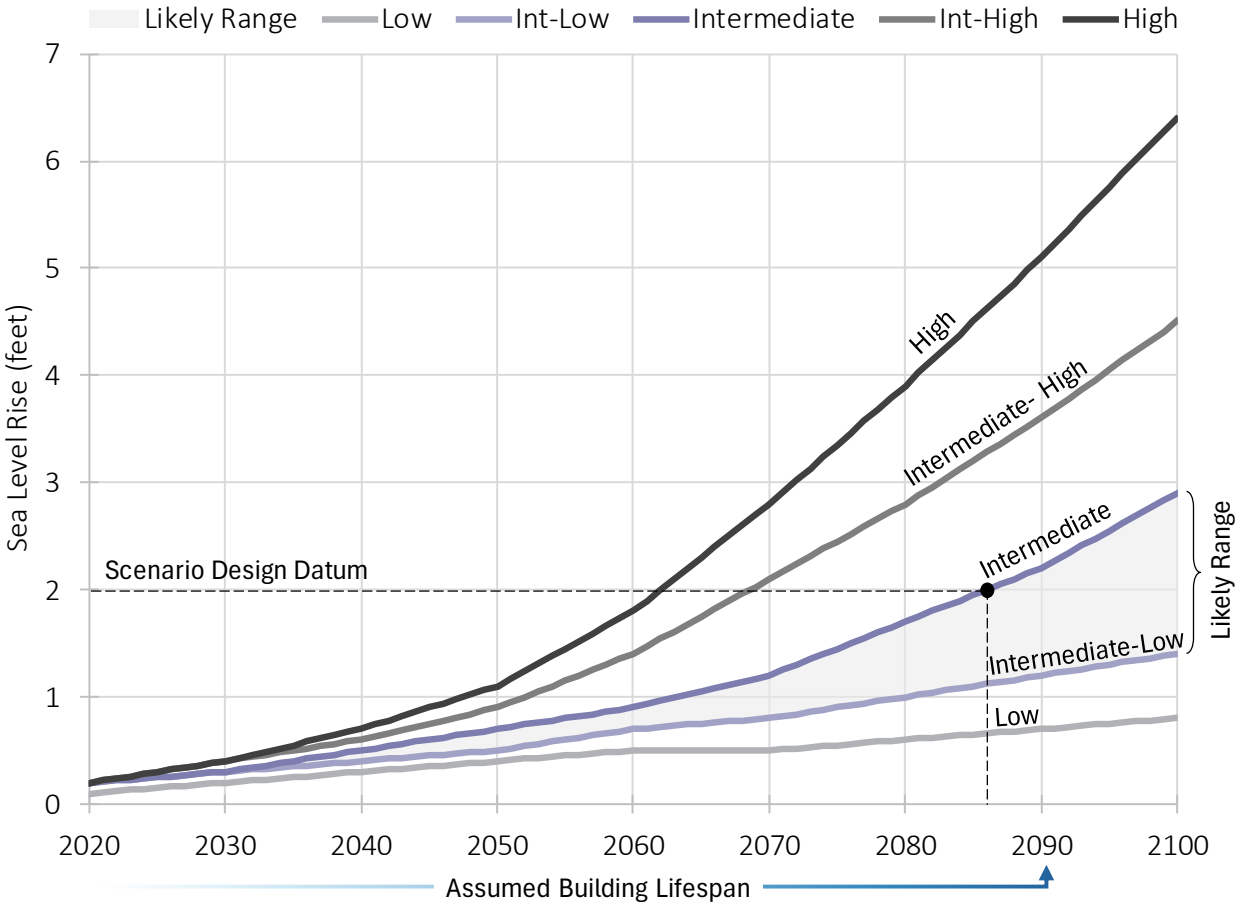


Figure 4-2: Arena Cove, CA SLR Scenarios, OPC (2024).

The likely range of SLR is projected to fall between the Intermediate-Low and Intermediate Scenario. The Intermediate Scenario is representative of continued high emissions and provides a reasonable upper bound for the most likely range of SLR by 2100. The Scenario Design Datum adopted for the project is 2 feet of SLR, aiming to address SLR projected over an assumed building lifespan out to approximately 2090. Flood hazards, tidal datums, and tsunami hazards at the Scenario Design Datum of 2 feet of SLR are presented in Figure 4-3, Figure 4-4, and Figure 4-5.

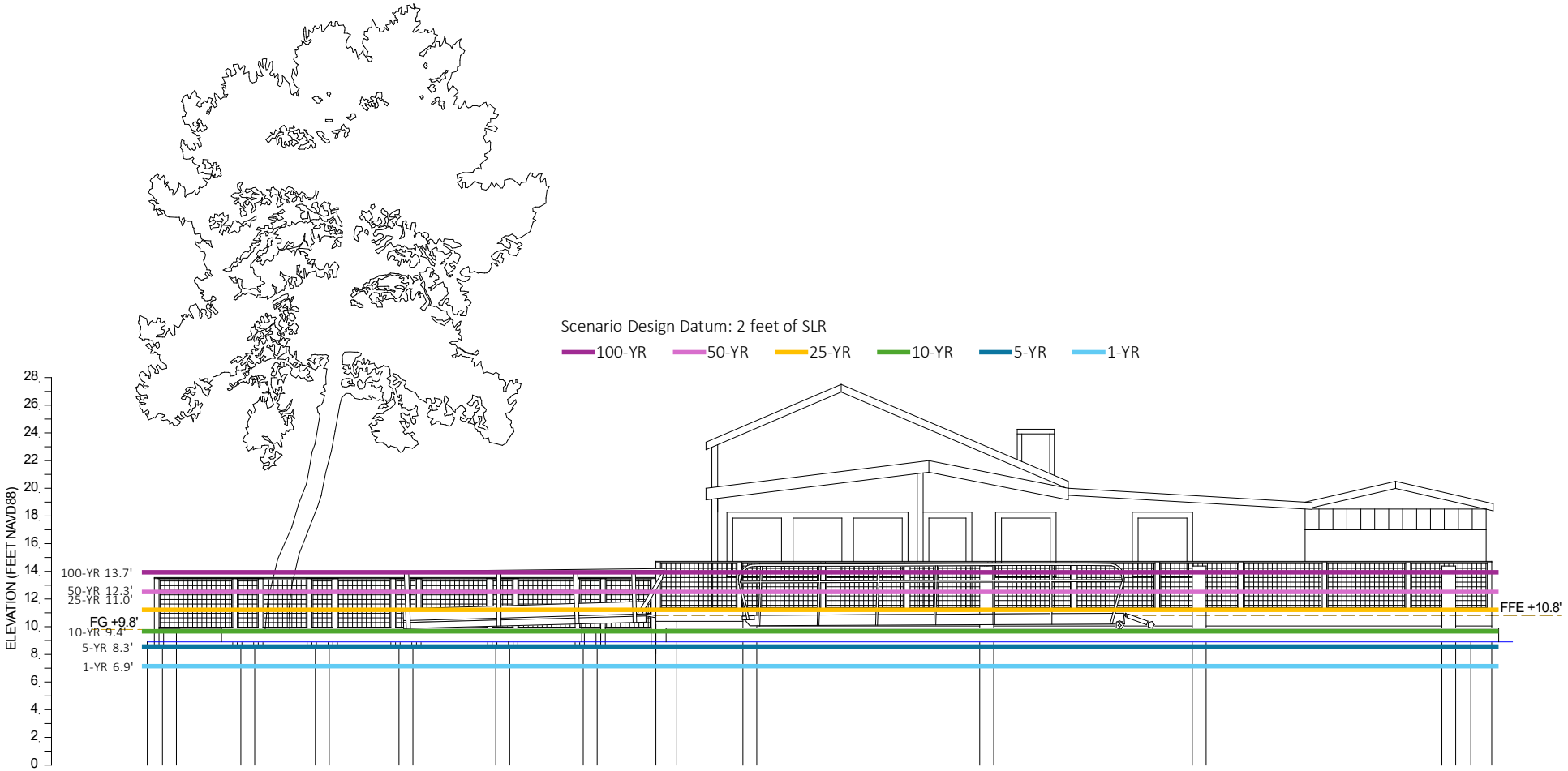


Figure 4-3: Fluvial Flood Hazards, 1 to 100-year recurrence. Scenario Design Datum: 2 feet of SLR.

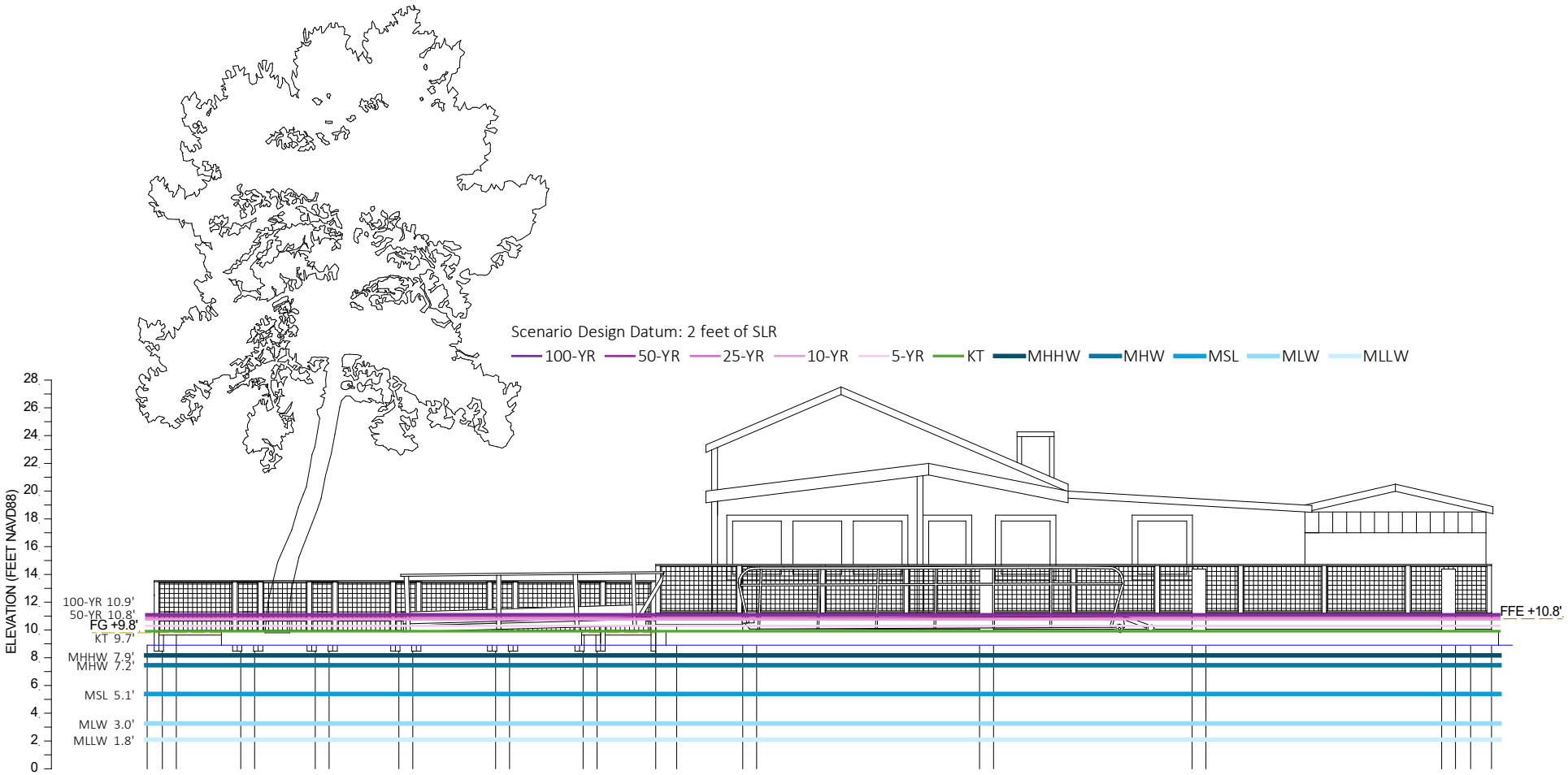


Figure 4-4: Astronomical Tide and Extreme Tidal Datums. Scenario Design Datum: 2 feet of SLR.

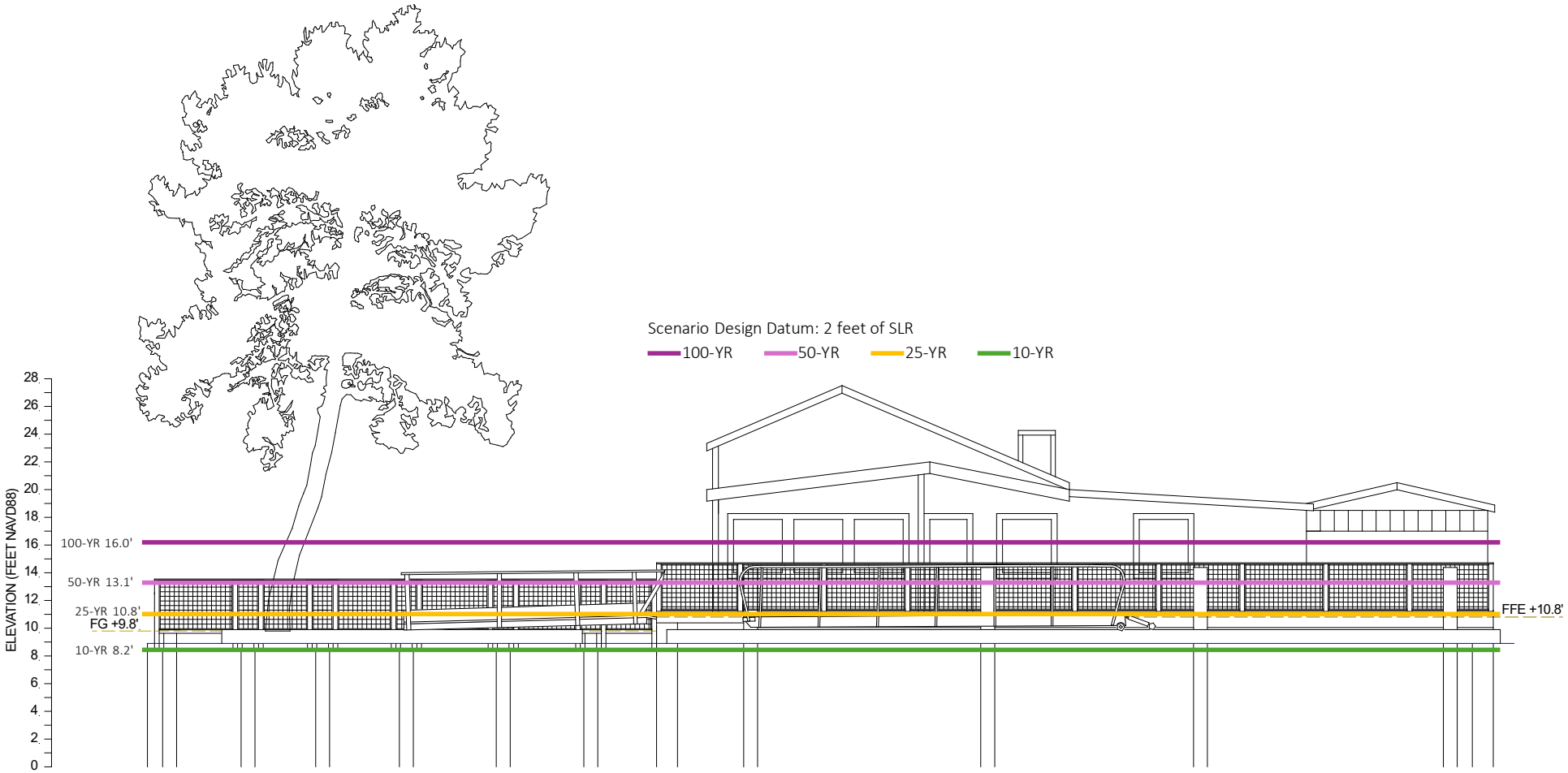


Figure 4-5: Tsunami Hazard. Scenario Design Datum: 2 feet of SLR.

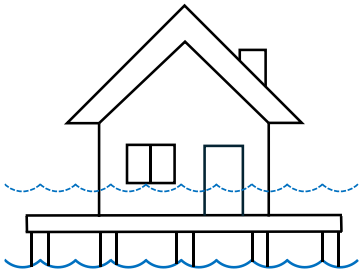
5. Sea Level Rise Adaptation

The following SLR adaptation strategies are considered:

1. No Action.
2. Protect.
3. Elevate.
4. Accommodate.
5. Retreat.

These are described in the following.

5.1. No Action



A no action approach would leave the Marine Field Station vulnerable to present day flood hazards, inclusive of fluvial flood hazards, coastal flood hazards, and tsunami hazards. These hazards are projected to increase with SLR. Additionally, climate change may further exacerbate these hazards. Global warming and associated warming of the Pacific is projected to result in stronger and more frequent El Niño episodes. The temporary rise in ocean level associated with El Niño would in effect increase the risk of coastal flood hazards and the frequency of these. Increased rainfall with climate change is projected to increase the magnitude and frequency of fluvial flood hazards and broaden the seasonal window where these fluvial flood hazards have a potential to occur. With respect to tsunami hazards, the primary increase in risk is due to SLR contributing to higher elevations of tsunami wave runup. Figure 5-1 provides example damage curves for a one-story building without basement and content as a function of the flood depth.

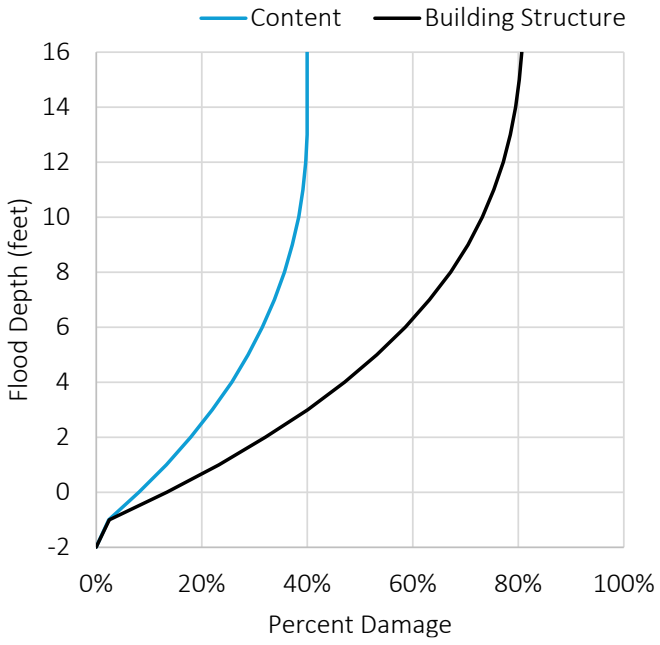


Figure 5-1: Flood Depth-Damage for One-Story Building, USACE (2000).

5.2. Protect

An adaptation strategy to protect NCMS facilities against flood hazards and SLR would focus on incorporation of a perimeter floodwall around the building. The height of the floodwall would be set to address the pertinent level of flood hazards and projected SLR. The floodwall or parts of it could consist of concrete, steel, or glass. In addition to a watertight perimeter floodwall, the Marine Field Station would need to be outfitted with a watertight floor sufficiently anchored to resist uplift if immersed up to the height of the floodwall. A pump system would be needed to evacuate stormwater resulting from rainfall.

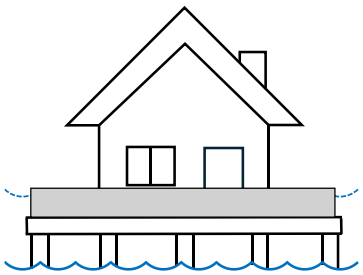




Figure 5-2: Example Flood Protection with Glass Floodwall.

5.3. Elevate

A strategy to elevate NCMS facilities would aim to locate the building above the projected floodplain with an allowance for SLR. This approach could significantly reduce flood hazards at the Marine Field Station. However, ramps and stairways would need to be integrated to facilitate access to the building. Areas of the facility remaining in the floodplain could be utilized for temporary storage, parking, open space, and facility elements that are less sensitive to flood hazards.

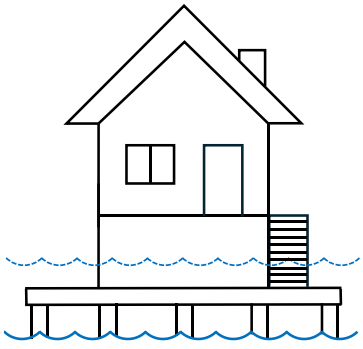


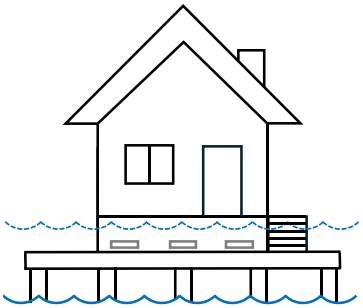


Figure 5-3: Example of Building Elevated on Piles.

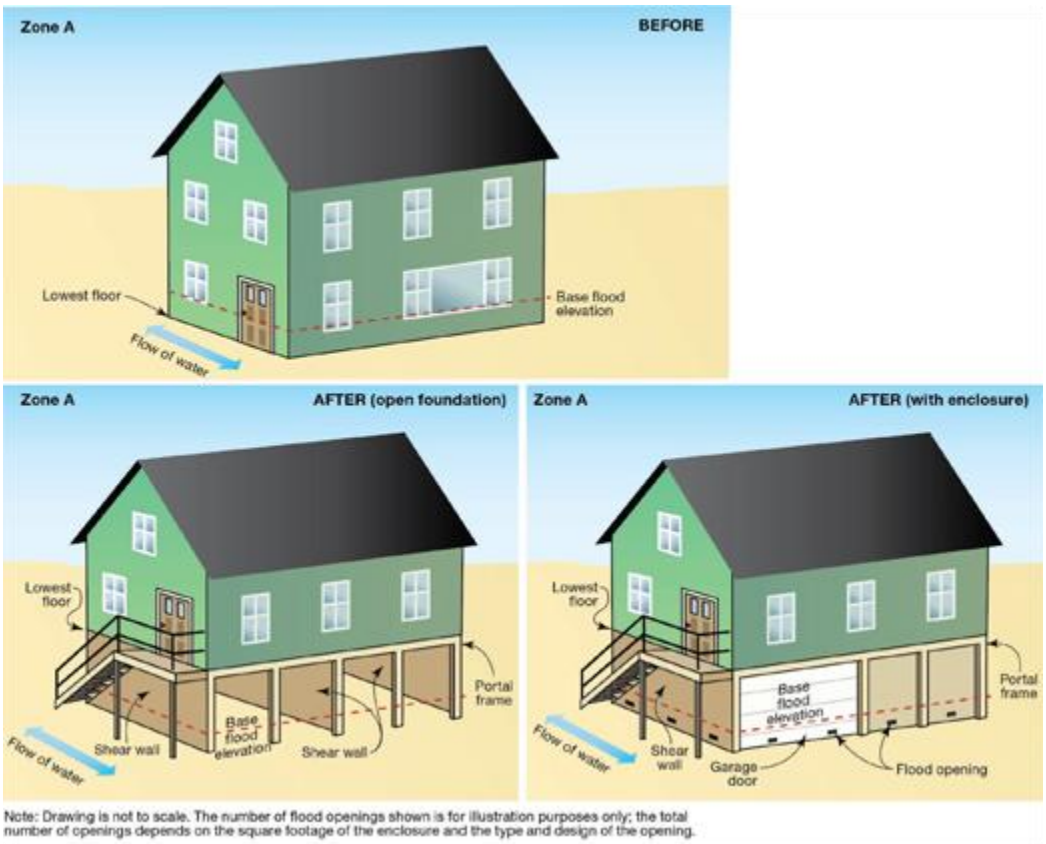
5.4. Accommodate

A strategy to accommodate flood hazards would aim to let floodwater pass around or through the building foundation. This can be achieved via wet or dry floodproofing as described in the following.

5.4.1. Wet Floodproofing



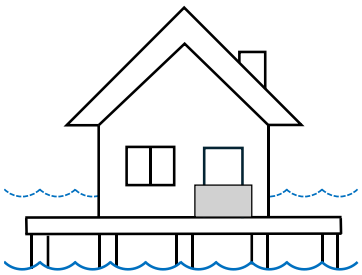
Wet floodproofing is a 'flow-through' strategy that allows floodwaters to enter and exit the facility through dedicated openings that work to equalize internal and external water pressure and minimize structural damage. Having a flow-through foundation can help prevent floodwaters from piling up against the side of the building and thereby reduce the water pressure on the building walls. Building elements that can serve as flow-through structures commonly include a crawlspace or raised foundation constructed using flood-resistant materials. Vulnerable facility assets that would be damaged by floodwater are located on elevated platforms, piles, or moved to a higher floor of the building.



Note: Drawing is not to scale. The number of flood openings shown is for illustration purposes only; the total number of openings depends on the square footage of the enclosure and the type and design of the opening.

Figure 5-4: Example Building Conversion to Wet Floodproofing with Open/Closed Foundation.

5.4.2. Dry Floodproofing



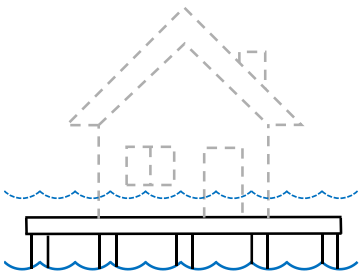
The aim of dry floodproofing is to make the building watertight and keep floodwaters out by outfitting walls with coatings, membranes, and specialized barriers and sealing cracks and openings. Drains need to be outfitted with backflow preventers to keep floodwaters from entering the building through these outlets. Doors and windows would need to be outfitted with flood gates and shields.

There is a wide range of temporary and permanent dry floodproofing solutions on the market, ranging from deployable barriers to structural elements such as flashboards and watertight doors. A potential risk of this strategy is that flood hazard reduction relies entirely on the facility being watertight. Structural upgrades are commonly needed to enable the building to withstand water flow and pressure on the building walls, and for this reason dry floodproofing is typically more suitable for shallow, low-velocity flood conditions. The method can still be applicable in conditions with higher flow if e.g. a structure or landscape feature is installed that can serve as a breakwater.



Figure 5-5: Example Barrier Utilized for Building Dry Floodproofing.

5.5. Relocate



A relocation SLR adaptation strategy would involve planned, permanent relocation of NCMS facilities to safer, higher ground. A key benefit to this strategy is that the vulnerability of the existing development, staff, and infrastructure is thereby removed. In practical terms, relocation of the Marine Field Station to higher ground could mean that the facility would need to move away from the riverbank and would consequently forego waterside access. An intermediate step could be taken if the possibility exists for the Marine Field Station to relocate to another facility location along the riverbank with reduced flood exposure and/or better flood hazard mitigation. Alternatively, a solution may be found through expansion whereby key NCMS facility assets are relocated to a safer location and the existing parcel retained for waterside access and Marine Field Station assets that are not sensitive to flooding.

6. References

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Appendix A:
Site Inspection Log

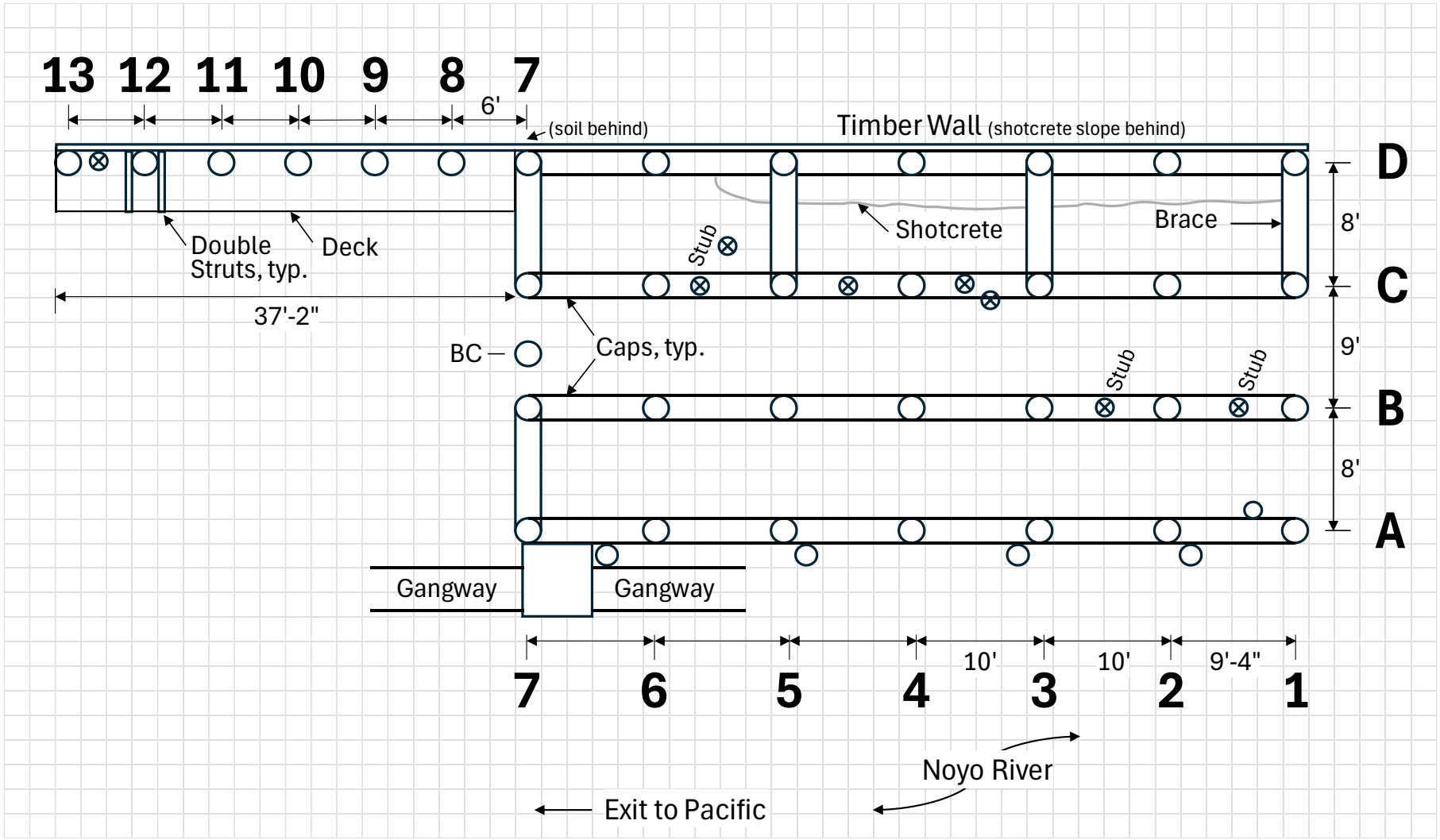


Figure A-1: Wharf Structure Inspection Plan.

Table A-1: Wharf Inspection Log.

Pile	Rating	Comment
D-1	No damage	3.5’ stick
C-1	Minor	
B-1	Minor	
B-2	Minor	~14’stick. small bolt holes
B-3	Moderate	~14’stick
B-4	Moderate	~14’stick
B-5	Moderate	~16’stick
B-6	Major	~16’stick. Cracks/check ½” deep, extend down from soffit. Hollow sound. ~50% remain.
BC-7	Minor	~17’ stick
B-7	Major	~17’ stick. long check
C-7	Moderate	~10’ stick. Hollow sounding slots 4’ from soffit.
CD-7 brace	Moderate	Poor bearing at C-7. Ineffective
D-7	Moderate	~7’ stick. ~25% loss
C-6	Minor	~10’ stick.
D-6	Minor	~7’ stick. Smaller dia. pile ≃10”
C-5	Minor	~9’ stick. Small hole
CD-5 brace	Moderate	Some softness in intertidal zone
D-5	Moderate	6.5’ stick. 10° batter in bent axis. ~25% loss
C-4	Severe	~10’ stick. checks extend 5’ from soffit 60% section loss 4’ from soffit down 1 ft
D-4	Major	8’ stick. Hollow. Backside missing. ~40% loss
C-3	Minor	8’ stick
CD-3 brace	Minor	Fully bearing, a little softness at MHW
D-3	Minor	6’ stick. crack gouge < ½”
D-2.75	Minor	6’ stick. ~16” Ø butt, some softness at surface
C-2	Minor	8’ stick. small holes/gouges
D-2	Minor	6’ stick. ~16” Ø butt, a few surface level gouges
C-1	Minor	10’ stick. ¼” check wide oozing creosote
CD-1 brace	Moderate	Small checks ≃ 1” deep
D-1	Minor	4’ stick. 16” butt
A-7	Moderate	14.5’ stick. Some surface softness at intertidal
A-6.5 fender	Top severe Major remaining	14.5’ stick. guide pile/fender pile small amount of wear due to collar Hollowed at top down 32”
A-6	Minor	14.5’ stick. ~1” deep checks at top ⅛” opening

Pile	Rating	Comment
A-5	Minor	13.6’ stick. small check at top
A-4.75	Moderate	13.5’ stick. checks ≃ ½” wide. Guide pile / fender pile, wear at face from float
A-4	Minor	13.25’ stick. Surface level gouges. Small checks at top
A-3.25	Minor to Major	13.75’ stick, ⅜” wide checks. Guide pile / fender core eroded at top 19” down
A-3	Moderate	13.75’ stick. Gouge 2” deep × 6” wide
A-2	Minor	13.5’ stick. No load transfer from cap (can move it with foot) Pile in minor condition
A-1.25	Major to severe	13.75’ stick. Fender pile/guide checks > 0.5”. Hollow at WL ~ 40-50% section loss
A-1.1	Moderate	13.75’ stick, ~7” of bearing. 3” Ø gouge ½” deep at waler ½” wide check extends to center
A-1	Minor	13.75’ stick. ~18” Ø butt, bearing and guide pile.
D-8	Moderate	8.5’ stick
D-9	Moderate	
D-10	Moderate	
D-11	Moderate	Smaller Ø than others

Appendix B:
Site Inspection Photos



Timber wall and deck along yard looking northwest.



Timber wall and deck along yard looking northeast.



View of pile-supported and deck gangway looking east.



Waterside view of Marine Field Station looking north.



View under deck, shotcrete over riprap above waterline.

City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 26-252

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Consent Calendar

Agenda Number: 5A.

Adopt Resolution of the Fort Bragg City Council Approving Side Letter Amending Article 1 - Preamble and Article 11 - Cost of Living Adjustments of the 2025-2029 Fort Bragg Employee Organization/Service Employees International Union Local 1021 (FBEO/SEIU) Memorandum of Understanding to Update Cost of Living Provisions

Approval of this Resolution amends Article 11 of the Fort Bragg Employee Organization Memorandum of Understanding 2025-2029 to incorporate cost-of-living adjustments for Broadband employees within the FBEO Bargaining Unit to amend the previously approved side-letter.

RESOLUTION NO. ___*-2026*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING SIDE LETTER AMENDING ARTICLE 1 – PREAMBLE AND ARTICLE 11 – COST OF LIVING ADJUSTMENTS OF THE 2025-2029 FORT BRAGG EMPLOYEE ORGANIZATION/SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (FBEO/SEIU) MEMORANDUM OF UNDERSTANDING TO UPDATE COST OF LIVING PROVISIONS

WHEREAS, the City and the Fort Bragg Employee Organization/Service Employees International Union Local 1021 (FBEO/SEIU) commenced negotiations on April 30, 2025, for a new four-year Memorandum of Understanding (MOU); and

WHEREAS, Resolution 4926-2025 approved the establishment of the Broadband and Digital (Broadband) Division effective July 1, 2025, as part of the Mendocino Community Network (MCN) acquisition that was approved during the June 23, 2025, City Council meeting; and

WHEREAS, Service Employees International Union (SEIU) Local 1021 is the Recognized Employee Relations Officer for the Fort Bragg Employee Organization (FBEO) bargaining unit; and

WHEREAS, Resolution 5003-2026 was approved during the February 9, 2026, City Council meeting that approved the side letter as noted in Exhibit A; and

WHEREAS, the parties agreed to meet and confer at a later, undetermined time to meet and confer through the collective bargaining process; and

WHEREAS, the City of Fort Bragg and SEIU Local 1021 reopened labor negotiations to bargain in good faith on May 14, 2026, to discuss the full integration of the former MCN employees into the FBEO bargaining unit; and

WHEREAS, both parties have undertaken in good faith regarding cost-of-living adjustments as outlined in Article 11 – Cost of Living Adjustments and the previously negotiated side letter that was approved during the February 9, 2026, City Council meeting; and

WHEREAS, the parties reached an agreement to revise Article 11 – Cost of Living Adjustments as shown in Exhibit B to remove the requirement of bargaining each year of the memorandum of understanding and ensure the Broadband employees will receive the agreed-upon cost-of-living adjustments for the remainder of the contract period, starting with the July 2026 cost-of-living adjustment; and

WHEREAS, both parties agree that cost-of-living adjustment that was already provided in July 2025 for FBEO classifications will not be given retrospectively; and

WHEREAS, both parties have reviewed and agreed upon the language to revise the FBEO Side Letter that City Council approved during the February 23, 2026, City Council meeting, as shown in Exhibit B; and

WHEREAS, changes to the memorandum of understanding require City Council approval, and the side letter is complete and ready for signatures (see the side letter, which is incorporated by reference); and

NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED as follows:

1. The recitals set forth above are true and correct and are incorporated therein; and
2. The City of Fort Bragg does hereby amend the 2025-2029 Memorandum of Understanding between the City of Fort Bragg and the Fort Bragg Employees Organization, SEIU Local 1021, as shown in Exhibit A; and
3. Resolution 4954-2025 is no longer valid due to the approval of this Resolution and is thereby replaced upon the approval of this resolution; and
4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et. Seq,) ("CEQA"). It is determined that the approval of this Resolution does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of this Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical damage in the environment.

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 22nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____
Jason Godeke
Mayor

ATTEST:

_____
Diana Paoli
City Clerk

SIDE LETTER OF AGREEMENT

Between the City of Fort Bragg

and the

Fort Bragg Employees Organization, SEIU Local 1021

ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and the Fort Bragg Municipal Code, agreement has been reached between the City of Fort Bragg (hereinafter referred to as "CITY") and the Fort Bragg Employee Organization (FBEO) affiliated with the Service Employees International Union Local 1021 (hereinafter referred to as "ORGANIZATION").

It is the general purpose of this Memorandum of Understanding (MOU) to promote the mutual interest of the City and its employees and to establish rates of pay and certain other terms and conditions of employment.

1. The City and the Organization agree that the term of this Agreement shall be from July 1, 2025, through June 30, 2029.

2. Pursuant to the provisions of the City's Employee-Employer Organization Relations Resolution (1868-91) and applicable law, the City hereby acknowledges and recognizes the Organization as the certified representative of the employees in the following classifications:

Administrative Assistant (Non-Confidential)
Assistant City Engineer
Assistant Planner
Associate Planner
Broadband Finance Technician I
Code Enforcement Officer
Engineering Technician, II, and Senior Engineering Technician
Environmental Compliance Coordinator
Finance Technician I, II, and III
Government Accountant I and II
Grants Coordinator
Maintenance Worker I, II, III, and IV
Maintenance Division Supervisor
Mechanic
Network Operator
Permit Technician
Planning Technician
Public Experience Liaison
Public Works Administrative Analyst

Systems Technician
Senior Network Administrator
Systems Technician - Broadband
Treatment Plant Operator I, II, and III
Treatment Plant Operator-in-Training
Treatment Division Supervisor

3. The term "employee" or "employees" as used herein shall refer to employees employed by the City (excluding Temporary, Part Time, and/or Seasonal) as well as such classes of employees as may be added hereafter through the provisions of the City Employee-Employer Relations Resolution or applicable state law.

4. If any article or section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the Organization agree to meet within thirty days for the purpose of renegotiating said article or section.

5. Any conflict between any article or section of this Agreement and any City or Departmental rule, regulation, ordinance, code, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.

6. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of this Agreement, except regarding the interpretation of this Agreement.

7. The foregoing shall not preclude the parties hereto from meeting and conferring at any time with respect to any subject matter within the scope of meeting and conferring.

8. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee organizations regarding matters that involve the wages, hours and other terms and conditions of employment.

ARTICLE 11 - COST OF LIVING ADJUSTMENTS AND ONE-TIME PAYMENTS

1. Cost of Living Adjustments: During the term of the Agreement, the City's Compensation Plan, attached as Exhibit A, will be modified as follows:

The Fort Bragg Employee Association entered into a multi-year MOU that included the following cost-of-living adjustments:

A. July 1, 2025, for a 6% increase.
B. July 1, 2026, for a 5% increase.
C. July 1, 2027, for a 3.5% increase.
D. July 1, 2028, for a 3.5% increase.

At the time that the MOU was adopted, the Broadband Department's full-time exempt employees and part-time employees were not part of the FBEO bargaining unit and did not receive the cost-of-living adjustment pursuant to a previously entered into MOU by FBEA. The cost-of-living adjustments and other integration issues for non-exempt, full-time classifications that are within the City's Broadband Department will be negotiated separately for each year covered by this memorandum of understanding for the duration of the contract unless otherwise mutually agreed upon at a future date.

FOR THE CITY OF FORT BRAGG

DATE _____

_____
Isaac Whippy, City Manager

FOR THE FORT BRAGG EMPLOYEE ORGANIZATION/SEIU LOCAL 1021

DATE _____

_____
Cody Filosi, Organization President

_____
Justin Celeri, Organization Vice President

Attest:

_____
Diana Paoli, City Clerk

_____
Adriana Hernandez Moreno, Bargaining Team Member

_____
Steven Baxman, Bargaining Team Member

SIDE LETTER OF AGREEMENT

Between the City of Fort Bragg

and the

Fort Bragg Employees Organization, SEIU Local 1021

This side letter shall replace the previous side letter dated February 23, 2026, regarding the integration of the Broadband Department (MCN) into the Fort Bragg Employees Organization (FBEO).

ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and the Fort Bragg Municipal Code, agreement has been reached between the City of Fort Bragg (hereinafter referred to as "CITY") and the Fort Bragg Employee Organization (FBEO) affiliated with the Service Employees International Union Local 1021 (hereinafter referred to as "ORGANIZATION").

It is the general purpose of this Memorandum of Understanding (MOU) to promote the mutual interest of the City and its employees and to establish rates of pay and certain other terms and conditions of employment.

1. The City and the Organization agree that the term of this Agreement shall be from July 1, 2025, through June 30, 2029.

2. Pursuant to the provisions of the City's Employee-Employer Organization Relations Resolution (1868-91) and applicable law, the City hereby acknowledges and recognizes the Organization as the certified representative of the employees in the following classifications:

Administrative Assistant (Non-Confidential)
Assistant City Engineer
Assistant Planner
Associate Planner
Broadband Finance Technician I
Code Enforcement Officer
Engineering Technician, II, and Senior Engineering Technician
Environmental Compliance Coordinator
Finance Technician I, II, and III
Government Accountant I and II
Grants Coordinator
Maintenance Worker I, II, III, and IV
Maintenance Division Supervisor
Mechanic
Network Operator
Permit Technician

Planning Technician
Public Experience Liaison
Public Works Administrative Analyst
Systems Technician
Senior Network Administrator
Systems Technician - Broadband
Treatment Plant Operator I, II, and III
Treatment Plant Operator-in-Training
Treatment Division Supervisor

3. The term "employee" or "employees" as used herein shall refer to employees employed by the City (excluding Temporary, Part Time, and/or Seasonal) as well as such classes of employees as may be added hereafter through the provisions of the City Employee-Employer Relations Resolution or applicable state law.

4. If any article or section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the Organization agree to meet within thirty days for the purpose of renegotiating said article or section.

5. Any conflict between any article or section of this Agreement and any City or Departmental rule, regulation, ordinance, code, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.

6. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of this Agreement, except regarding the interpretation of this Agreement.

7. The foregoing shall not preclude the parties hereto from meeting and conferring at any time with respect to any subject matter within the scope of meeting and conferring.

8. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee organizations regarding matters that involve the wages, hours and other terms and conditions of employment.

ARTICLE 11 - COST OF LIVING ADJUSTMENTS AND ONE-TIME PAYMENTS

1. Cost of Living Adjustments: During the term of the Agreement, the City's Compensation Plan, attached as Exhibit A, will be modified as follows:

The Fort Bragg Employee Association entered into a multi-year MOU that included cost of living adjustments (COLAs). Broadband (MCN) employees who joined FBEO on July 1, 2025, shall be eligible for the negotiated COLAs beginning July 1, 2026.

A. Effective the first full pay period after July 1, 2025, each employee covered by this Agreement shall receive a 6% cost of living adjustment.
B. Effective the first full pay period after July 1, 2026, each employee covered by this Agreement shall receive a 5% cost of living adjustment .
C. Effective the first full pay period after July 1, 2027, each employee covered by this Agreement shall receive a 3.5% cost of living adjustment .
D. Effective the first full pay period after July 1, 2028, each employee covered by this Agreement shall receive a 3.5% cost of living adjustment .

~~At the time that the MOU was adopted, the Broadband Department's full-time exempt employees and part-time employees were not part of the FBEO bargaining unit and did not receive the cost-of-living adjustment pursuant to a previously entered into MOU by FBEA. The cost-of-living adjustments and other integration issues for non-exempt, full-time classifications that are within the City's Broadband Department will be negotiated separately for each year covered by this memorandum of understanding for the duration of the contract unless otherwise mutually agreed upon at a future date.~~

FOR THE CITY OF FORT BRAGG

DATE _____

_____
Isaac Whippy, City Manager

FOR THE FORT BRAGG EMPLOYEE ORGANIZATION/SEIU LOCAL 1021

DATE _____

_____
Cody Filosi, Organization President

_____
Justin Celeri, Organization Vice President

Attest:

_____

_____

Diana Paoli, City Clerk

Adriana Hernandez Moreno, Bargaining Team Member

_____

Steven Baxman, Bargaining Team Member

City of Fort Bragg

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

Text File

File Number: 26-278

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Consent Calendar

Agenda Number: 5B.

Adopt Resolution of the Fort Bragg City Council Confirming the Pay Rates/Ranges for All City of Fort Bragg Established Classifications, Effective July 1, 2026
Approval of the Resolution confirms the pay rates and ranges for all City of Fort Bragg Established Classifications effective July 1, 2026.

RESOLUTION NO. ___*-2026*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CONFIRMING THE PAY RATES AND RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS EFFECTIVE JULY 1, 2026

WHEREAS, the Fort Bragg City Council approves all new classifications and salary schedules, which include classification titles and compensation rates as reflected in Exhibit A; and

WHEREAS, the establishment of this Resolution meets the requirements of California Code of Regulations Section 570.5 as confirmed by CalPERS; and

WHEREAS, the Fort Bragg City Council approved Resolution 4953-2025 that established a 5% cost-of-living adjustment for the Executive Management employee group; and

WHEREAS, the Fort Bragg City Council approved Resolution 4939-2025 that established a 5% cost-of-living adjustment for the Mid-Manager employee group; and

WHEREAS, the California Public Employees' Retirement System requires the City to have a publicly adopted and posted salary schedule, and it is best practice to have all the recent changes effective on July 1, 2025, on one master salary schedule; and

WHEREAS, the full salary schedule is allocated in the FY 2026/27 budget; and

WHEREAS, the full salary schedule is available on the City's website; and

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

1. Adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby amend the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A" effective July 1, 2026.

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 22nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____
JASON GODEKE
Mayor

ATTEST:

_____
Diana Paoli, City Clerk

Effective 6.8.2026	2026.07.01 All Inclsv MasterCmpSched - Executive & MidMgmt								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Administrative Services	**City Council**	Elected	**Step 1**	Filled (5)	235.38	510.00	6,120.00		
					Plus $100/mo. for Special District Meeting				
Administrative Services	**City Manager**	Executive: At-Will; Contract	**Step 1**	Filled (1)	92.31	7,384.62	16,000.00	192,000.00	Employment Contract
Administrative Services	**Assistant City Manager**	Executive; At-Will	**Step 1**	Not Authorized	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Administrative Services	**Administration Director**	Executive; At-Will	**Step 1**	Not Authorized	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
	(This classification oversees Administration & Finance)		**Step 2**		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Administrative Services	**Senior Administrative Analyst**	Confidential: Non-Bargaining	**Step 1**	Filled (1)	32.38	2,590.40	5,612.53	67,350.40	NEW CLASSIFICATION 7.1.25
			Step 2		34.00	2,720.00	5,893.33	70,720.00	7.13.25 CNBarg 6% COLA
			Step 3		35.70	2,856.00	6,188.00	74,256.00	
			Step 4		37.49	2,999.20	6,498.27	77,979.20	
			Step 5		39.36	3,148.80	6,822.40	81,868.80	
Administrative Services	**Administrative Analyst**	Confidential; Non-Bargaining	**Step 1**	Not Authorized	29.45	2,356.00	5,104.67	61,256.00	7.13.25 CNBarg 6% COLA
			Step 2		30.92	2,473.60	5,359.47	64,313.60	
			Step 3		32.47	2,597.60	5,628.13	67,537.60	
			Step 4		34.09	2,727.20	5,908.93	70,907.20	
			Step 5		35.79	2,863.20	6,203.60	74,443.20	
Administrative Services	**Human Resources/Risk Analyst**	Confidential; Non-Bargaining	**Step 1**	Vacant (1)	28.30	2,264.00	4,905.33	58,864.00	NEW CLASSIFICATION 7.1.26
			Step 2		29.72	2,377.60	5,151.47	61,817.60	Pre-C/Nbarg 7.12.26 5% COLA
			Step 3		31.21	2,496.80	5,409.73	64,916.80	
			Step 4		32.77	2,621.60	5,680.13	68,161.60	
			Step 5		34.41	2,752.80	5,964.40	71,572.80	
Administrative Services	**Administrative Assistant - Confidential**	Confidential; Non-Bargaining	**Step 1**	Filled (1)	27.15	2,172.00	4,706.00	56,472.00	7.13.25 CNBarg 6% COLA
	Working title - Administrative Assistant - Administration		**Step 2**		28.51	2,280.80	4,941.73	59,300.80	
			Step 3		29.94	2,395.20	5,189.60	62,275.20	
			Step 4		31.44	2,515.20	5,449.60	65,395.20	
			Step 5		33.01	2,640.80	5,721.73	68,660.80	
Administrative Services	**City Clerk, Non-Certified**	Confidential; Non-Bargaining	**Step 1**	Filled (1)	36.15	2,892.00	6,266.00	75,192.00	7.13.25 CNBarg 6% COLA
			Step 2		37.96	3,036.80	6,579.73	78,956.80	
			Step 3		39.86	3,188.80	6,909.07	82,908.80	
			Step 4		41.85	3,348.00	7,254.00	87,048.00	
			Step 5		43.94	3,515.20	7,616.27	91,395.20	
Administrative Services	**City Clerk - CMC Certified**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	

Effective 6.8.2026	2026.07.01 All Inclsv MasterCmpSched - Executive & MidMgmt								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Administration	**City Clerk Technician**	Confidential; Non-Bargaining	**Step 1**	Not Authorized	27.15	2,172.00	4,706.00	56,472.00	NEW CLASSIFICATION
			Step 2		28.51	2,280.80	4,941.73	59,300.80	7.13.25 CNBarg 6% COLA
			Step 3		29.94	2,395.20	5,189.60	62,275.20	
			Step 4		31.44	2,515.20	5,449.60	65,395.20	
			Step 5		33.01	2,640.80	5,721.73	68,660.80	
Administrative Services	**Human Resources Manager**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Administrative Services	**Public Experience Liaison - Part-Time**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	22.00				NO COLA
Administrative Services	**Public Experience Liaison**	FBEO	**Step 1**	Filled (1)	25.85	2,068.00	4,480.67	53,768.00	7.13.25 CNBarg 6% COLA
			Step 2		27.14	2,171.20	4,704.27	56,451.20	Comp Sched approved at 10.27.25
			Step 3		28.50	2,280.00	4,940.00	59,280.00	City Council meeting did not have COLA
			Step 4		29.93	2,394.40	5,187.87	62,254.40	reflected
			Step 5		31.43	2,514.40	5,447.87	65,374.40	
Administrative Services	**Public Information Coordinator**	Confidential; Non-Bargaining	**Step 1**	Not Authorized	30.52	2,441.60	5,290.13	63,481.60	7.13.25 CNBarg 6% COLA
			Step 2		32.05	2,564.00	5,555.33	66,664.00	
			Step 3		33.65	2,692.00	5,832.67	69,992.00	
			Step 4		35.33	2,826.40	6,123.87	73,486.40	
			Step 5		37.10	2,968.00	6,430.67	77,168.00	
Broadband	**Director of Broadband and Digital Infrastructure**	Executive; At-Will; Contract	**Step 1**	Filled (1)	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Broadband	**Broadband Manager**	Mid-Manager; Non-Bargaining	**Step 1**	Filled (1)	45.64	3,651.20	7,910.93	94,931.20	Reso 4939-2025
			Step 2		47.92	3,833.60	8,306.13	99,673.60	No COLA
			Step 3		50.32	4,025.60	8,722.13	104,665.60	
			Step 4		52.84	4,227.20	9,158.93	109,907.20	
			Step 5		55.48	4,438.40	9,616.53	115,398.40	
Broadband	**Senior Network Administrator**	FBEO	**Step 1**	Filled (1)	41.96	3,356.80	7,273.07	87,276.80	7.13.25 Bbnd 3% COLA
			Step 2		44.06	3,524.80	7,637.07	91,644.80	*Excluded from FBEO COLA*
			Step 3		46.26	3,700.80	8,018.40	96,220.80	Based on Reso 4954-2025
			Step 4		48.57	3,885.60	8,418.80	101,025.60	COLA approved b4 MCN transition to FBEO
			Step 5		51.00	4,080.00	8,840.00	106,080.00	
Broadband	**Network Operator**	FBEO	**Step 1**	Filled (1)	26.96	2,156.80	4,673.07	56,076.80	7.13.25 Bbnd 3% COLA
			Step 2		28.31	2,264.80	4,907.07	58,884.80	*Excluded from FBEO COLA*
			Step 3		29.73	2,378.40	5,153.20	61,838.40	Based on Reso 4954-2025
			Step 4		31.22	2,497.60	5,411.47	64,937.60	COLA approved b4 MCN transition to FBEO
			Step 5		32.78	2,622.40	5,681.87	68,182.40	
Broadband	**System Technician**	FBEO	**Step 1**	Filled (3)	24.45	1,956.00	4,238.00	50,856.00	7.13.25 Bbnd 3% COLA
			Step 2		25.67	2,053.60	4,449.47	53,393.60	*Excluded from FBEO COLA*
			Step 3		26.95	2,093.28	4,671.33	56,056.00	Based on Reso 4954-2025
			Step 4		28.30	2,264.00	4,905.33	58,864.00	COLA approved b4 MCN transition to FBEO
			Step 5		29.72	2,377.60	5,151.47	61,817.60	

Effective 6.8.2026	2026.07.01 All Inclsv MasterCmpSched - Executive & MidMgmt								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Broadband	**Systems Technician - Transitional**	Transitional, Non-Represented, At-Will, Limited-Term, Grant-Funded	**Step 1**	Open (3)	24.45	1,956.00	4,238.00	50,856.00	**6.8.2026 New Classification**
			Step 2		25.67	2,053.60	4,449.47	53,393.60	To match Systems Technician (Broadband)
			Step 3		26.95	2,093.28	4,671.33	56,056.00	Funded through Broadband grant(s)
			Step 4		28.30	2,264.00	4,905.33	58,864.00	**Will not be filled until on/after July 1, 2026**
			Step 5		29.72	2,377.60	5,151.47	61,817.60	
Broadband	**System Technician (Part-Time)**	Non-Represented; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	24.53	1,962.40	4,251.87	51,022.40	No COLA
Broadband	**Broadband Finance Technician I**	FBEO	**Step 1**	Filled (1)	23.77	1,901.60	4,120.13	49,441.60	7.13.25 Bbnd 3% COLA
			Step 2		24.96	1,996.80	4,326.40	51,916.80	*Excluded from FBEO COLA*
			Step 3		26.21	2,093.28	4,543.07	54,516.80	Based on Reso 4954-2025
			Step 4		27.52	2,201.60	4,770.13	57,241.60	COLA approved b4 MCN transition to FBEO
			Step 5		28.90	2,312.00	5,009.33	60,112.00	
C.V. Starr	**C.V. Starr Manager**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
C.V. Starr	**Administrative Assistant**	C.V. Starr; Non-Bargaining	**Step 1**	Not Authorized	18.74	1,499.20	3,248.27	38,979.20	7.13.25 CV 3% COLA
			Step 2		19.68	1,574.40	3,411.20	40,934.40	
			Step 3		20.66	1,652.80	3,581.07	42,972.80	
			Step 4		21.69	1,735.20	3,759.60	45,115.20	
			Step 5		22.77	1,821.60	3,946.80	47,361.60	
C.V. Starr	**Administrative Assistant I - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (5) All Inclusive	18.00				NO COLA
C.V. Starr	**Administrative Assistant II - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		20.00				NO COLA
C.V. Starr	**Administrative Assistant III - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		22.00				NO COLA
C.V. Starr	**Administrative Coordinator**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	22.18	1,774.40	3,844.53	46,134.40	7.13.25 CV 3% COLA
			Step 2		23.29	1,863.20	4,036.93	48,443.20	
			Step 3		24.45	1,956.00	4,238.00	50,856.00	
			Step 4		25.67	2,053.60	4,449.47	53,393.60	
			Step 5		26.95	2,156.00	4,671.33	56,056.00	
C.V. Starr	**Custodian I - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (1)	20.00				NO COLA
C.V. Starr	**Custodian II - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		22.00				NO COLA
C.V. Starr	**Custodian II - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		24.00				NO COLA
C.V. Starr	**Fitness Equipment Technician**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (1)	25.00				NO COLA

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Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
C.V. Starr	**Fitness Instructor I - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (8) all inclusive	30.00				NO COLA
C.V. Starr	**Fitness Instructor II - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		32.00				NO COLA
C.V. Starr	**Head Lifeguard**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	21.01	1,680.80	3,641.73	43,700.80	7.13.25 CV 3% COLA
			Step 2		22.06	1,764.80	3,823.73	45,884.80	
			Step 3		23.16	1,852.80	4,014.40	48,172.80	
			Step 4		24.32	1,945.60	4,215.47	50,585.60	
			Step 5		25.54	2,043.20	4,426.93	53,123.20	
C.V. Starr	**Lifeguard - CV Starr**	C.V. Starr; Non-Bargaining	**Step 1**	Vacant (1)	20.45	1,636.00	3,544.67	42,536.00	7.13.25 CV 3% COLA
			Step 2		21.47	1,717.60	3,721.47	44,657.60	
			Step 3		22.54	1,803.20	3,906.93	46,883.20	
			Step 4		23.67	1,893.60	4,102.80	49,233.60	
			Step 5		24.85	1,988.00	4,307.33	51,688.00	
C.V. Starr	**Lifeguard I - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (18) all inclusive	19.00				NO COLA
C.V. Starr	**Lifeguard II - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		21.00				NO COLA
C.V. Starr	**Lifeguard III - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		23.00				NO COLA
C.V. Starr	**Maintenance Supervisor**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	30.90	2,472.00	5,356.00	64,272.00	7.13.25 CV 3% COLA
			Step 2		32.45	2,596.00	5,624.67	67,496.00	
			Step 3		34.07	2,725.60	5,905.47	70,865.60	
			Step 4		35.77	2,861.60	6,200.13	74,401.60	
			Step 5		37.56	3,004.80	6,510.40	78,124.80	
C.V. Starr	**Maintenance Worker I - CV Starr**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (2)	20.01	1,600.80	3,468.40	41,620.80	7.13.25 CV 3% COLA
			Step 2		21.01	1,680.80	3,641.73	43,700.80	
			Step 3		22.06	1,764.80	3,823.73	45,884.80	
			Step 4		23.16	1,852.80	4,014.40	48,172.80	
			Step 5		24.32	1,945.60	4,215.47	50,585.60	
C.V. Starr	**Maintenance Worker II - CV Starr**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	23.28	1,862.40	4,035.20	48,422.40	7.13.25 CV 3% COLA
			Step 2		24.44	1,955.20	4,236.27	50,835.20	
			Step 3		25.66	2,052.80	4,447.73	53,372.80	
			Step 4		26.94	2,155.20	4,669.60	56,035.20	
			Step 5		28.29	2,263.20	4,903.60	58,843.20	
C.V. Starr	**Maintenance Worker III - CV Starr**	C.V. Starr; Non-Bargaining	**Step 1**	Not Authorized	26.60	2,128.00	4,610.67	55,328.00	7.13.25 CV 3% COLA
			Step 2		27.93	2,234.40	4,841.20	58,094.40	
			Step 3		29.33	2,346.40	5,083.87	61,006.40	
			Step 4		30.80	2,464.00	5,338.67	64,064.00	
			Step 5		32.34	2,587.20	5,605.60	67,267.20	
C.V. Starr	**Recreation Coordinator**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	24.99	1,999.20	4,331.60	51,979.20	7.13.25 CV 3% COLA
			Step 2		26.24	2,099.20	4,548.27	54,579.20	
			Step 3		27.55	2,204.00	4,775.33	57,304.00	
			Step 4		28.93	2,314.40	5,014.53	60,174.40	
			Step 5		30.38	2,430.40	5,265.87	63,190.40	

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Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
C.V. Starr	**Recreation Instructor I**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (1)	21.00				NO COLA
C.V. Starr	**Recreation Instructor II**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (2)	23.00				NO COLA
C.V. Starr	**Recreation Instructor III**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (1)	25.00				NO COLA
C.V. Starr	**Recreation Supervisor**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	30.90	2,472.00	5,356.00	64,272.00	7.13.25 CV 3% COLA
			Step 2		32.45	2,596.00	5,624.67	67,496.00	
			Step 3		34.07	2,725.60	5,905.47	70,865.60	
			Step 4		35.77	2,861.60	6,200.13	74,401.60	
			Step 5		37.56	3,004.80	6,510.40	78,124.80	
C.V. Starr	**Senior Administrative Assistant**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	18.93	1,514.40	3,281.20	39,374.40	7.13.25 CV 3% COLA
			Step 2	Vacant (1)	19.88	1,590.40	3,445.87	41,350.40	
			Step 3		20.87	1,669.60	3,617.47	43,409.60	
			Step 4		21.91	1,752.80	3,797.73	45,572.80	
			Step 5		23.01	1,840.80	3,988.40	47,860.80	
C.V. Starr	**Senior Lifeguard**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	23.26	1,860.80	4,031.73	48,380.80	7.13.25 CV 3% COLA
			Step 2		24.42	1,953.60	4,232.80	50,793.60	
			Step 3		25.64	2,051.20	4,444.27	53,331.20	
			Step 4		26.92	2,153.60	4,666.13	55,993.60	
			Step 5		28.27	2,261.60	4,900.13	58,801.60	
Economic Development	**Economic Development Manager**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Economic Development	**Grants Coordinator**	FBEO, Grant-Funded	**Step 1**	Filled (1)	32.79	2,622.86	5,682.87	68,194.46	7.13.25 FBEO 6% COLA
			Step 2		34.43	2,754.40	5,967.87	71,614.40	
			Step 3		36.15	2,892.00	6,266.00	75,192.00	
			Step 4		37.96	3,036.80	6,579.73	78,956.80	
			Step 5		39.86	3,188.80	6,909.07	82,908.80	
Economic Development	**Housing and Economic Development Coordinator**	Confidential; Non-Bargaining	**Step 1**	Not Authorized	36.68	2,767.87	6,357.87	76,294.40	7.13.25 FBEO 6% COLA
			Step 2		38.51	3,080.80	6,675.07	80,100.80	
			Step 3		40.44	3,235.20	7,009.60	84,115.20	
			Step 4		42.46	3,396.80	7,359.73	88,316.80	
			Step 5		44.58	3,566.40	7,727.20	92,726.40	
Finance	**Director - Finance/City Treasurer**	Executive; At-Will	**Step 1**	Not Authorized	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Finance	**Assistant Finance Director**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	45.64	3,281.14	7,109.13	85,309.54	7.1.26 MidM 5% COLA
			Step 2		47.92	3,833.60	8,306.13	99,673.60	Reso 4939-2025
			Step 3		50.32	4,025.60	8,722.13	104,665.60	
			Step 4		52.84	4,227.20	9,158.93	109,907.20	
			Step 5		55.48	4,438.40	9,616.53	115,398.40	

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Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Finance	**Finance Lead**	FBEO	**Step 1**	Filled (1)	36.06	2,884.80	6,250.40	75,004.80	7.13.25 6% COLA
			Step 2		37.86	3,028.80	6,562.40	78,748.80	
			Step 3		39.75	3,180.00	6,890.00	82,680.00	
			Step 4		41.74	3,339.20	7,234.93	86,819.20	
			Step 5		43.83	3,506.40	7,597.20	91,166.40	
Finance	**Finance Technician I**	FBEO	**Step 1**	Filled (2)	24.46	1,956.80	4,239.73	50,876.80	7.13.25 6% FBEO COLA
			Step 2		25.68	2,054.40	4,451.20	53,414.40	
			Step 3		26.96	2,156.80	4,673.07	56,076.80	
			Step 4		28.31	2,264.80	4,907.07	58,884.80	
			Step 5		29.73	2,378.40	5,153.20	61,838.40	
Finance	**Finance Technician II**	FBEO	**Step 1**	Not Authorized	26.99	2,159.20	4,678.27	56,139.20	7.13.25 6% FBEO COLA
			Step 2		28.34	2,267.20	4,912.27	58,947.20	
			Step 3		29.76	2,380.80	5,158.40	61,900.80	
			Step 4		31.25	2,500.00	5,416.67	65,000.00	
			Step 5		32.81	2,624.80	5,687.07	68,244.80	
Finance	**Finance Technician III**	FBEO	**Step 1**	Filled (1)	29.74	2,379.20	5,154.93	61,859.20	7.13.25 6% FBEO COLA
			Step 2		31.23	2,498.40	5,413.20	64,958.40	
			Step 3		32.79	2,623.20	5,683.60	68,203.20	
			Step 4		34.43	2,754.40	5,967.87	71,614.40	
			Step 5		36.15	2,892.00	6,266.00	75,192.00	
Finance	**Government Accountant I**	FBEO	**Step 1**	Not Authorized	32.79	2,623.20	5,683.60	68,203.20	7.13.25 6% FBEO COLA
			Step 2		34.43	2,754.40	5,967.87	71,614.40	
			Step 3		36.15	2,892.00	6,266.00	75,192.00	
			Step 4		37.96	3,036.80	6,579.73	78,956.80	
			Step 5		39.86	3,188.80	6,909.07	82,908.80	
Finance	**Government Accountant II**	FBEO	**Step 1**	Not Authorized	34.42	2,753.60	5,966.13	71,593.60	FBEO MOU 20225-29 Article 1.2 lists position
			Step 2		36.14	2,891.20	6,264.27	75,171.20	7.13.25 6% FBEO COLA
			Step 3		37.95	3,036.00	6,578.00	78,936.00	
			Step 4		39.85	3,188.00	6,907.33	82,888.00	
			Step 5		41.84	3,347.20	7,252.27	87,027.20	
Finance	**Government Accountant III**	Confidential; Non-Bargaining	**Step 1**	Filled (1)	36.39	2,911.20	6,307.60	75,691.20	NEW CLASSIFICATION
			Step 2		38.21	3,056.80	6,623.07	79,476.80	7.13.25 6% CNBarg COLA
			Step 3		40.12	3,209.60	6,954.13	83,449.60	
			Step 4		42.13	3,370.40	7,302.53	87,630.40	
			Step 5		44.24	3,539.20	7,668.27	92,019.20	
Finance	**Senior Government Accountant**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Information Technology	**Director - Information Technology**	Mid-Management: Non-Bargaining	**Step 1**	Filled (1)	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	

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Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Information Technology	**Systems Analyst - Lead**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Information Technology	**Systems Analyst**	Confidential/Non-Bargaining	**Step 1**	Filled (1)	32.79	2,623.20	5,683.60	68,203.20	7.13.25 CNBarg 6% COLA
			Step 2		34.43	2,754.40	5,967.87	71,614.40	
			Step 3		36.15	2,892.00	6,266.00	75,192.00	
			Step 4		37.96	3,036.80	6,579.73	78,956.80	
			Step 5		39.86	3,188.80	6,909.07	82,908.80	
Information Technology	**Systems Technician**	FBEO	**Step 1**	Filled (1)	25.16	2,012.80	4,361.07	52,332.80	7.13.25 FBEO 6% COLA
			Step 2		26.42	2,113.60	4,579.47	54,953.60	
			Step 3		27.74	2,219.20	4,808.27	57,699.20	
			Step 4		29.13	2,330.40	5,049.20	60,590.40	
			Step 5		30.59	2,447.20	5,302.27	63,627.20	
Information Technology	**Audiovisual Technician - Part-Time**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	27.54				NO COLA
Parks & Recreation	**Director of Parks & Recreation**	Executive: At-Will	**Step 1**	Not Authorized	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Planning and Housing	**Director - Planning and Housing**	Executive; At-Will	**Step 1**	Vacant (1)	63.86	5,108.80	11,069.07	132,828.80	Exec 7.1.26 5% COLA
			Step 2		67.05	5,364.00	11,622.00	139,464.00	Reso 4953-2025
			Step 3		70.40	5,632.00	12,202.67	146,432.00	
			Step 4		73.92	5,913.60	12,812.80	153,753.60	
			Step 5		77.62	6,209.60	13,454.13	161,449.60	
Planning and Housing	**Administrative Assistant - Planning** *Working title: Administrative Assistant - Non-Confidential*	FBEO	**Step 1**	Filled (1)	27.15	2,172.00	4,706.00	56,472.00	7.13.25 FBEO 6% COLA
			Step 2		28.51	2,280.80	4,941.73	59,300.80	
			Step 3		29.94	2,395.20	5,189.60	62,275.20	
			Step 4		31.44	2,515.20	5,449.60	65,395.20	
			Step 5		33.01	2,640.80	5,721.73	68,660.80	
Planning and Housing	**Senior Planner**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Planning and Housing	**Assistant Planner**	FBEO	**Step 1**	Filled (1)	34.93	2,794.40	6,054.53	72,654.40	7.13.25 FBEO 6% COLA
			Step 2		36.68	2,934.40	6,357.87	76,294.40	
			Step 3		38.51	3,080.80	6,675.07	80,100.80	
			Step 4		40.44	3,235.20	7,009.60	84,115.20	
			Step 5		42.46	3,396.80	7,359.73	88,316.80	
Planning and Housing	**Assistant Planner/Code Enforcement, Part-Time**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	36.32				NO COLA

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Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Planning and Housing	**Associate Planner**	FBEO	**Step 1**	Filled (1)	36.17	2,893.60	6,269.47	75,233.60	7.13.25 FBEO 6% COLA
			Step 2		37.98	3,038.40	6,583.20	78,998.40	not reflect the COLA
			Step 3		39.88	3,190.40	6,912.53	82,950.40	
			Step 4		41.87	3,349.60	7,257.47	87,089.60	
			Step 5		43.96	3,516.80	7,619.73	91,436.80	
Planning and Housing	**Code Enforcement Officer**	FBEO	**Step 1**	Not Authorized	34.93	2,794.16	6,054.01	72,648.16	7.13.25 FBEO 6% COLA
			Step 2		36.67	2,933.60	6,356.13	76,273.60	
			Step 3		38.50	3,080.00	6,673.33	80,080.00	
			Step 4		40.43	3,234.40	7,007.87	84,094.40	
			Step 5		42.45	3,396.00	7,358.00	88,296.00	
Planning and Housing	**Planning Technician**	FBEO	**Step 1**	Not Authorized	30.94	2,475.20	5,362.93	64,355.20	7.13.25 FBEO 6% COLA
			Step 2		32.49	2,599.20	5,631.60	67,579.20	Special Adjustment
			Step 3		34.11	2,728.80	5,912.40	70,948.80	
			Step 4		35.82	2,865.60	6,208.80	74,505.60	
			Step 5		37.61	3,008.80	6,519.07	78,228.80	
Planning and Housing	**Permit Technician -PT**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	32.49				Equity Adjustment
Planning and Housing	**Permit Technician**	FBEO	**Step 1**	Not Authorized	26.67	2,048.98	4,439.45	53,273.38	7.13.25 FBEO 6% COLA
			Step 2		28.00	2,240.00	4,853.33	58,240.00	
			Step 3		29.40	2,352.00	5,096.00	61,152.00	
			Step 4		30.87	2,469.60	5,350.80	64,209.60	
			Step 5		32.41	2,592.80	5,617.73	67,412.80	
Police	**Community Services Officer**	FBPA	**Step 1**	Vacant (1)	27.04	2,163.20	4,686.93	56,243.20	**Ord 672 3.36% Adj. eff. 1.1.2026**
			Step 2		28.39	2,271.20	4,920.93	59,051.20	
			Step 3		29.81	2,384.80	5,167.07	62,004.80	
			Step 4		31.30	2,504.00	5,425.33	65,104.00	
			Step 5		32.87	2,629.60	5,697.47	68,369.60	
	Interim Police Chief	Temp; At-Will; 960 ours limit	**Step 1**	Not Authorized	83.86				Temporary classification while City recruited permanent Police Chief Old Chief left eff. 9/30/25
Police	**Police Chief**	Executive; At-Will; Contract	**Step 1**	Filled (1)	81.41	6,512.80	14,111.07	169,332.80	Executive EE Group
			Step 2		85.48	6,838.40	14,816.53	177,798.40	**Governed by Ord 672 per Exec Reso**
			Step 3		89.75	7,180.00	15,556.67	186,680.00	**Ord 672 1.93% Adj eff. 1.1.2026**
			Step 4		94.24	7,539.20	16,334.93	196,019.20	
			Step 5		98.95	7,916.00	17,151.33	205,816.00	
Police	**Police Chief Executive POST**	Executive; At-Will; Contract	**Step 1**	Not Authorized	87.12	6,969.60	15,100.80	181,209.60	Executive EE Group
			Step 2		91.48	7,318.40	15,856.53	190,278.40	**Governed by Ord 672 per Exec Reso**
			Step 3		96.05	7,684.00	16,648.67	199,784.00	**Ord 672 1.93% Adj eff. 1.1.2026**
			Step 4		100.85	8,068.00	17,480.67	209,768.00	
			Step 5		105.89	8,471.20	18,354.27	220,251.20	
Police	**Police Captain**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	72.96	5,836.80	12,646.40	151,756.80	**Mid Mgmt Reso 4939-2025 6%**
			Step 2		76.61	6,128.80	13,279.07	159,348.80	**in advance of Ord 672**
			Step 3		80.44	6,435.20	13,942.93	167,315.20	**Governed by Ord 672 per Reso 4939-2025**
			Step 4		84.46	6,756.80	14,639.73	175,676.80	
			Step 5		88.68	7,094.40	15,371.20	184,454.40	

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Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Police	**Police Commander**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	63.91	5,112.80	11,077.73	132,932.80	**Mid Mgmt Reso 4939-2025 6%**
			Step 2		67.11	5,368.80	11,632.40	139,588.80	**in advance of Ord 672**
			Step 3		70.47	5,637.60	12,214.80	146,577.60	**Governed by Ord 672 per Reso 4939-2025**
			Step 4		73.99	5,919.20	12,824.93	153,899.20	
			Step 5		77.69	6,215.20	13,466.27	161,595.20	
Police	**Administrative Analyst - Police**	Confidential; Non-Bargaining	**Step 1**	Filled (1)	29.45	2,356.00	5,104.67	61,256.00	7.13.25 CNBarg 6% COLA
			Step 2		30.92	2,473.60	5,359.47	64,313.60	
			Step 3		32.47	2,597.60	5,628.13	67,537.60	
			Step 4		34.09	2,727.20	5,908.93	70,907.20	
			Step 5		35.79	2,863.20	6,203.60	74,443.20	
Police	**Administrative Assistant - Non-Confidential** *Working title: Administrative Assistant - Police*	FBEO	**Step 1**	Filled (1)	27.15	2,172.00	4,706.00	56,472.00	7.13.25 FBEO 6% COLA
			Step 2		28.51	2,280.80	4,941.73	59,300.80	
			Step 3		29.94	2,395.20	5,189.60	62,275.20	
			Step 4		31.44	2,515.20	5,449.60	65,395.20	
			Step 5		33.01	2,640.80	5,721.73	68,660.80	
Police	**Grants Analyst**	Part-Time; Less than 20 Hours Week; Grant-Funded; At-Will	**Step 1**	Filled (1)	28.00				NO COLA
Police	**Police Sergeant - Intermediate POST**	FBPA	**Step 1**	Filled (3)	49.57	3,965.60	8,592.13	103,105.60	7.13.25 FBPA 3% COLA
			Step 2		52.05	4,164.00	9,022.00	108,264.00	
			Step 3		54.65	4,372.00	9,472.67	113,672.00	
			Step 4		57.38	4,590.40	9,945.87	119,350.40	
			Step 5		60.25	4,820.00	10,443.33	125,320.00	
Police	**Police Sergeant - Intermediate POST - Acting**	FBPA	**Step 1**	Not Authorized	49.57	3,965.60	8,592.13	103,105.60	7.13.25 FBPA 3% COLA
			Step 2		52.05	4,164.00	9,022.00	108,264.00	
			Step 3		54.65	4,372.00	9,472.67	113,672.00	
			Step 4		57.38	4,590.40	9,945.87	119,350.40	
			Step 5		60.25	4,820.00	10,443.33	125,320.00	
Police	**Police Sergeant Advance POST**	FBPA	**Step 1**	Not Authorized	52.42	4,193.60	9,086.13	109,033.60	7.13.25 FBPA 3% COLA
			Step 2		55.04	4,403.20	9,540.27	114,483.20	
			Step 3		57.79	4,623.20	10,016.93	120,203.20	
			Step 4		60.68	4,854.40	10,517.87	126,214.40	
			Step 5		63.71	5,096.80	11,043.07	132,516.80	
Police	**Police Officer Basic POST**	FBPA	**Step 1**	Filled (7)	38.73	3,098.40	6,713.20	80,558.40	7.13.25 FBPA 6% COLA
			Step 2	Vacant (3)	40.67	3,253.60	7,049.47	84,593.60	
			Step 3		42.70	3,416.00	7,401.33	88,816.00	
			Step 4		44.84	3,587.20	7,772.27	93,267.20	
			Step 5		47.08	3,766.40	8,160.53	97,926.40	
Police	**Police Officer Intermediate POST**	FBPA	**Step 1**	Not Authorized	40.66	3,252.80	7,047.73	84,572.80	7.13.25 FBPA 3% COLA
			Step 2		42.69	3,415.20	7,399.60	88,795.20	
			Step 3		44.82	3,585.60	7,768.80	93,225.60	
			Step 4		47.06	3,764.80	8,157.07	97,884.80	
			Step 5		49.41	3,952.80	8,564.40	102,772.80	
Police	**Police Officer Advanced POST**	FBPA	**Step 1**	Not Authorized	42.66	3,412.80	7,394.40	88,732.80	7.13.25 FBPA 3% COLA
			Step 2		44.79	3,583.20	7,763.60	93,163.20	
			Step 3		47.03	3,762.40	8,151.87	97,822.40	
			Step 4		49.38	3,950.40	8,559.20	102,710.40	
			Step 5		51.85	4,148.00	8,987.33	107,848.00	

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Department	Position	Class	Step	Status	Hourly	Biweekly	Monthly	Annually	
Police	**Police Recruit**	FBPA; 1,040 Hours	**Step 1**	Not Authorized	34.89				7.13.25 FBPA 3% COLA
Police	**Police Transport Officer**	Part-Time/On-Call; 1,000 Max Annual Hours; Non-Bargaining	**Step 1**	Not Authorized	28.56				NO COLA
Police	**Seasonal Parking Attendant**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	18.00				NO COLA
Police	**Social Services Liaison-Crisis Worker**	Non-Bargaining; Grant-Funded	**Step 1**	Filled (5)	34.55	2,764.00	5,988.67	71,864.00	7.13.25 CNBarg 6% COLA
			Step 2		36.28	2,902.40	6,288.53	75,462.40	
			Step 3		38.09	3,047.20	6,602.27	79,227.20	
			Step 4		39.99	3,199.20	6,931.60	83,179.20	
			Step 5		41.99	3,359.20	7,278.27	87,339.20	
Police	**Special Investigator Basic POST**	FBPA	**Step 1**	Not Authorized	40.66	3,252.80	7,047.73	84,572.80	7.13.25 FBPA 3% COLA
			Step 2		42.69	3,415.20	7,399.60	88,795.20	
			Step 3		44.82	3,585.60	7,768.80	93,225.60	
			Step 4		47.06	3,764.80	8,157.07	97,884.80	
			Step 5		49.41	3,952.80	8,564.40	102,772.80	
Police	**Special Investigator Intermediate POST**	FBPA	**Step 1**	Not Authorized	42.69	3,415.20	7,399.60	88,795.20	7.13.25 FBPA 3% COLA
			Step 2		44.82	3,585.60	7,768.80	93,225.60	
			Step 3		47.06	3,764.80	8,157.07	97,884.80	
			Step 4		49.41	3,952.80	8,564.40	102,772.80	
			Step 5		51.88	4,150.40	8,992.53	107,910.40	
Police	**Special Investigator Advanced POST**	FBPA	**Step 1**	Filled (1)	44.81	3,584.80	7,767.07	93,204.80	7.13.25 FBPA 3% COLA
			Step 2		47.05	3,764.00	8,155.33	97,864.00	
			Step 3		49.40	3,952.00	8,562.67	102,752.00	
			Step 4		51.87	4,149.60	8,990.80	107,889.60	
			Step 5		54.46	4,356.80	9,439.73	113,276.80	
Public Works	**Director of Public Works**	Executive; At-Will	**Step 1**	Filled (1)	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Public Works	**Assistant Director - Engineering Division**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	46.52	3,721.60	8,063.47	96,761.60	7.1.26 MidM 5% COLA
			Step 2		48.85	3,908.00	8,467.33	101,608.00	Reso 4939-2025
			Step 3		51.29	4,103.20	8,890.27	106,683.20	
			Step 4		53.85	4,308.00	9,334.00	112,008.00	
			Step 5		56.54	4,523.20	9,800.27	117,603.20	
Public Works	**Administrative Assistant - Non-Confidential** *Working title: Administrative Assistant -Public Works*	FBEO	**Step 1**	Filled (1)	27.15	2,172.00	4,706.00	56,472.00	7.13.25 FBEO 6% COLA
			Step 2		28.51	2,280.80	4,941.73	59,300.80	
			Step 3		29.94	2,395.20	5,189.60	62,275.20	
			Step 4		31.44	2,515.20	5,449.60	65,395.20	
			Step 5		33.01	2,640.80	5,721.73	68,660.80	
Public Works	**Assistant City Engineer**	FBEO	**Step 1**	Filled (2)	36.65	2,932.00	6,352.67	76,232.00	7.13.25 FBEO 6% COLA
			Step 2		38.48	3,078.40	6,669.87	80,038.40	
			Step 3		40.40	3,232.00	7,002.67	84,032.00	
			Step 4		42.42	3,393.60	7,352.80	88,233.60	
			Step 5		44.54	3,563.20	7,720.27	92,643.20	

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Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Public Works	**Construction Project Manager**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	49.09	3,927.20	8,508.93	102,107.20	7.1.26 MidM 5% COLA
			Step 2		51.54	4,123.20	8,933.60	107,203.20	Reso 4939-2025
			Step 3		54.12	4,329.60	9,380.80	112,569.60	
			Step 4		56.83	4,546.40	9,850.53	118,206.40	
			Step 5		59.67	4,773.60	10,342.80	124,113.60	
Public Works	**Construction Project Manager**	Temporary; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	44.10				NO COLA
			Step 2		46.31				
			Step 3		48.63				
			Step 4		51.06				
			Step 5		53.61				
Public Works	**Engineering Technician I**	FBEO	**Step 1**	Filled (1)	33.25	2,660.00	5,763.33	69,160.00	7.13.25 FBEO 6% COLA
			Step 2		34.91	2,792.80	6,051.07	72,612.80	*Corrected title from Engineering*
			Step 3		36.66	2,932.80	6,354.40	76,252.80	*Technician eff. 3/24/25*
			Step 4		38.49	3,079.20	6,671.60	80,059.20	
			Step 5		40.41	3,232.80	7,004.40	84,052.80	
Public Works	**Engineering Technician II**	FBEO	**Step 1**	Filled (1)	36.65	2,932.00	6,352.67	76,232.00	7.13.25 FBEO 6% COLA
			Step 2		38.48	3,078.40	6,669.87	80,038.40	
			Step 3		40.40	3,232.00	7,002.67	84,032.00	
			Step 4		42.42	3,393.60	7,352.80	88,233.60	
			Step 5		44.54	3,563.20	7,720.27	92,643.20	
Public Works	**Senior Engineering Technician**	FBEO	**Step 1**	Not Authorized	40.18	3,214.40	6,964.53	83,574.40	7.13.25 FBEO 6% COLA
			Step 2		42.19	3,375.20	7,312.93	87,755.20	
			Step 3		44.30	3,544.00	7,678.67	92,144.00	
			Step 4		46.52	3,721.60	8,063.47	96,761.60	
			Step 5		48.85	3,908.00	8,467.33	101,608.00	
Public Works	**Environmental Compliance Coordinator**	FBEO	**Step 1**	Filled (1)	38.46	3,076.80	6,666.40	79,996.80	7.13.25 FBEO 6% COLA
			Step 2		40.38	3,230.40	6,999.20	83,990.40	
			Step 3		42.40	3,392.00	7,349.33	88,192.00	
			Step 4		44.52	3,561.60	7,716.80	92,601.60	
			Step 5		46.75	3,740.00	8,103.33	97,240.00	
Public Works	**Laborer-Public Works**	Part-Time; Less Than 20 Hours Week; Non-Bargaining	**Step 1**	Not Authorized	21.42				NO COLA
Public Works	**Laborer-Water/Wastewater**	Part-Time; Less than 20 Hours Week; Non-Bargaining	**Step 1**	Filled (1)	21.42				NO COLA
Public Works	**Maintenance Worker I**	FBEO	**Step 1**	Filled (4)	22.94	1,835.20	3,976.27	47,715.20	7.13.25 FBEO 6% COLA
			Step 2		24.09	1,927.20	4,175.60	50,107.20	
			Step 3		25.29	2,023.20	4,383.60	52,603.20	
			Step 4		26.55	2,124.00	4,602.00	55,224.00	
			Step 5		27.88	2,230.40	4,832.53	57,990.40	
Public Works	**Maintenance Worker II**	FBEO	**Step 1**	Filled (4)	26.07	2,085.60	4,518.80	54,225.60	7.13.25 FBEO 6% COLA
			Step 2		27.37	2,189.60	4,744.13	56,929.60	
			Step 3		28.74	2,299.20	4,981.60	59,779.20	
			Step 4		30.18	2,414.40	5,231.20	62,774.40	
			Step 5		31.69	2,535.20	5,492.93	65,915.20	

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Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Public Works	**Maintenance Worker III**	FBEO	**Step 1**	Filled (1)	27.38	2,190.40	4,745.87	56,950.40	7.13.25 FBEO 6% COLA
			Step 2		28.75	2,300.00	4,983.33	59,800.00	
			Step 3		30.19	2,415.20	5,232.93	62,795.20	
			Step 4		31.70	2,536.00	5,494.67	65,936.00	
			Step 5		33.29	2,663.20	5,770.27	69,243.20	
Public Works	**Maintenance Worker IV**	FBEO	**Step 1**	Filled (1)	34.59	2,767.20	5,995.60	71,947.20	7.13.25 FBEO 6% COLA
			Step 2		36.32	2,905.60	6,295.47	75,545.60	Formulas corrected
			Step 3		38.14	3,051.20	6,610.93	79,331.20	
			Step 4		40.05	3,204.00	6,942.00	83,304.00	
			Step 5		42.05	3,364.00	7,288.67	87,464.00	
Public Works	**Maintenance Division Supervisor**	FBEO	**Step 1**	Filled (1)	38.38	3,070.40	6,652.53	79,830.40	7.13.25 FBEO 6% COLA
			Step 2		40.30	3,224.00	6,985.33	83,824.00	
			Step 3		42.32	3,385.60	7,335.47	88,025.60	
			Step 4		44.44	3,555.20	7,702.93	92,435.20	
			Step 5		46.66	3,732.80	8,087.73	97,052.80	
Public Works	**Mechanic**	FBEO	**Step 1**	Filled (1)	29.45	2,356.00	5,104.67	61,256.00	7.13.25 FBEO 6% COLA
			Step 2		30.92	2,473.60	5,359.47	64,313.60	
			Step 3		32.47	2,597.60	5,628.13	67,537.60	
			Step 4		34.09	2,727.20	5,908.93	70,907.20	
			Step 5		35.79	2,863.20	6,203.60	74,443.20	
Public Works	**Operations Manager**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	46.52	3,721.60	8,063.47	96,761.60	7.1.26 MidM 5% COLA
			Step 2		48.85	3,908.00	8,467.33	101,608.00	Reso 4939-2025
			Step 3		51.29	4,103.20	8,890.27	106,683.20	
			Step 4		53.85	4,308.00	9,334.00	112,008.00	
			Step 5		56.54	4,523.20	9,800.27	117,603.20	
Public Works	**Treatment Division Supervisor**	FBEO	**Step 1**	Filled (1)	38.38	3,070.40	6,652.53	79,830.40	7.13.25 FBEO 6% COLA
			Step 2		40.30	3,224.00	6,985.33	83,824.00	
			Step 3		42.32	3,385.60	7,335.47	88,025.60	
			Step 4		44.44	3,555.20	7,702.93	92,435.20	
			Step 5		46.66	3,732.80	8,087.73	97,052.80	
Public Works	**Seasonal Laborer**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Vacant (2)	21.42				Match to PT Laborer PW & Wastewater
Public Works	**Treatment Plant Operator-in-Training**	FBEO	**Step 1**	Filled (2)	22.36	1,788.80	3,875.73	46,508.80	7.13.25 FBEO 6% COLA
			Step 2		23.48	1,878.40	4,069.87	48,838.40	
			Step 3		24.65	1,972.00	4,272.67	51,272.00	
			Step 4		25.88	2,070.40	4,485.87	53,830.40	
			Step 5		27.17	2,173.60	4,709.47	56,513.60	
Public Works	**Treatment Plant Operator I**	FBEO	**Step 1**	Not Authorized	27.74	2,219.20	4,808.27	57,699.20	7.13.25 FBEO 6% COLA
			Step 2		29.13	2,330.40	5,049.20	60,590.40	
			Step 3		30.59	2,447.20	5,302.27	63,627.20	
			Step 4		32.12	2,569.60	5,567.47	66,809.60	
			Step 5		33.73	2,698.40	5,846.53	70,158.40	
Public Works	**Treatment Plant Operator II**	FBEO	**Step 1**	Filled (2)	29.15	2,332.00	5,052.67	60,632.00	7.13.25 FBEO 6% COLA
			Step 2		30.61	2,448.80	5,305.73	63,668.80	
			Step 3		32.14	2,571.20	5,570.93	66,851.20	
			Step 4		33.75	2,700.00	5,850.00	70,200.00	
			Step 5		35.44	2,835.20	6,142.93	73,715.20	

Effective 6.8.2026	2026.07.01 All Inclsv MasterCmpSched - Executive & MidMgmt								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Public Works	**Treatment Plant Operator III**	FBEO	**Step 1**	Filled (2)	32.13	2,570.40	5,569.20	66,830.40	7.13.25 FBEO 6% COLA
			Step 2		33.74	2,699.20	5,848.27	70,179.20	
			Step 3		35.43	2,834.40	6,141.20	73,694.40	
			Step 4		37.20	2,976.00	6,448.00	77,376.00	
			Step 5		39.06	3,124.80	6,770.40	81,244.80	
Multiple Departments	**Intern**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	TBD	17.00				NO COLA
Multiple Departments	**Office Assistant**		**Step 1**	Not Authorized	20.00				NO COLA
			Step 2		21.00				
			Step 3		22.05				
			Step 4		23.15				
			Step 5		24.31				

City of Fort Bragg

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

Text File

File Number: 26-279

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Consent Agenda

In Control: City Council **File Type:** Staff Report

Agenda Number: 5C.

Adopt Resolution of the Fort Bragg City Council Confirming the Pay Rates/Ranges for All City of Fort Bragg Established Classifications, Effective July 12, 2026
Approval of the Resolution confirms the pay rates/ranges for all established City of Fort Bragg classifications effective July 12, 2026.

RESOLUTION NO. ___*-2026*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CONFIRMING THE PAY RATES AND RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS EFFECTIVE JULY 12, 2026

WHEREAS, the Fort Bragg City Council approves all new classifications and salary schedules, which include classification titles and compensation rates as reflected in Exhibit A; and

WHEREAS, the establishment of this Resolution meets the requirements of California Code of Regulations Section 570.5 as confirmed by CalPERS; and

WHEREAS, the Fort Bragg City Council approved Resolution 4955-2025 that established a 5% cost-of-living adjustment for the Confidential/Non-Bargaining employee group effective the first full pay period in July 2026; and

WHEREAS, the Fort Bragg City Council approved the Memorandum of Understanding between the City of Fort Bragg and the Fort Bragg Employee Organization, represented by Service Employees International Union (SEIU) Local 1021, during the June 23, 2025, City Council meeting, which approved a 5% cost-of-living adjustment for the first full pay period in July 2026; and

WHEREAS, the California Public Employees' Retirement System requires the City to have a publicly adopted and posted salary schedule, and it is best practice to have all the recent changes effective on July 12, 2026, on one master salary schedule; and

WHEREAS, the full salary schedule is allocated in the FY 2026/27 budget; and

WHEREAS, the full salary schedule is available on the City's website; and

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

1. Adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby amend the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A" effective July 12, 2026.

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 22nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____
JASON GODEKE
Mayor

ATTEST:

_____
Diana Paoli, City Clerk

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Administrative Services	**City Council**	Elected	**Step 1**	Filled (5)	235.38	510.00	6,120.00		
					Plus $100/mo. for Special District Meeting				
Administrative Services	**City Manager**	Executive: At-Will; Contract	**Step 1**	Filled (1)	92.31	7,384.62	16,000.00	192,000.00	Employment Contract
Administrative Services	**Assistant City Manager**	Executive; At-Will	**Step 1**	Not Authorized	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.25 6% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Administrative Services	**Administration Director**	Executive; At-Will	**Step 1**	Not Authorized	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
	(This classification oversees Administration & Finance)		**Step 2**		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Administrative Services	**Senior Administrative Analyst**	Confidential: Non-Bargaining	**Step 1**	Filled (1)	34.00	2,720.00	5,893.33	70,720.00	7.12.26 CNBarg 5% COLA
			Step 2		35.70	2,856.00	6,188.00	74,256.00	Reso 4955-2025
			Step 3		37.49	2,999.20	6,498.27	77,979.20	
			Step 4		39.36	3,148.80	6,822.40	81,868.80	
			Step 5		41.33	3,306.40	7,163.87	85,966.40	
Administrative Services	**Administrative Analyst**	Confidential; Non-Bargaining	**Step 1**	Not Authorized	30.92	2,473.60	5,359.47	64,313.60	7.12.26 CNBarg 5% COLA
			Step 2		32.47	2,597.60	5,628.13	67,537.60	Reso 4955-2025
			Step 3		34.09	2,727.20	5,908.93	70,907.20	
			Step 4		35.79	2,863.20	6,203.60	74,443.20	
			Step 5		37.58	3,006.40	6,513.87	78,166.40	
Administrative Services	**Human Resources/Risk Analyst**	Confidential; Non-Bargaining	**Step 1**	Vacant (1)	29.72	2,377.60	5,151.47	61,817.60	7.12.26 CNBarg 5% COLA
			Step 2		31.21	2,496.80	5,409.73	64,916.80	Reso 4955-2025
			Step 3		32.77	2,621.60	5,680.13	68,161.60	Position was created 7.1.2026
			Step 4		34.41	2,752.80	5,964.40	71,572.80	
			Step 5		36.13	2,890.40	6,262.53	75,150.40	
Administrative Services	**Administrative Assistant - Confidential**	Confidential; Non-Bargaining	**Step 1**	Filled (1)	28.51	2,280.80	4,941.73	59,300.80	7.12.26 CNBarg 5% COLA
	Working title - Administrative Assistant - Administration		**Step 2**		29.94	2,395.20	5,189.60	62,275.20	Reso 4955-2025
			Step 3		31.44	2,515.20	5,449.60	65,395.20	
			Step 4		33.01	2,640.80	5,721.73	68,660.80	
			Step 5		34.66	2,772.80	6,007.73	72,092.80	
Administrative Services	**City Clerk, Non-Certified**	Confidential; Non-Bargaining	**Step 1**	Filled (1)	37.96	3,036.80	6,579.73	78,956.80	7.12.26 CNBarg 5% COLA
			Step 2		39.86	3,188.80	6,909.07	82,908.80	Reso 4955-2025
			Step 3		41.85	3,348.00	7,254.00	87,048.00	
			Step 4		43.94	3,515.20	7,616.27	91,395.20	
			Step 5		46.14	3,691.20	7,997.60	95,971.20	
Administrative Services	**City Clerk - CMC Certified**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Administration	**City Clerk Technician**	Confidential; Non-Bargaining	**Step 1**	Not Authorized	28.51	2,280.80	4,941.73	59,300.80	7.12.26 Cbarg 5% COLA
			Step 2		29.94	2,395.20	5,189.60	62,275.20	Reso 4955-2025
			Step 3		31.44	2,515.20	5,449.60	65,395.20	
			Step 4		33.01	2,640.80	5,721.73	68,660.80	
			Step 5		34.66	2,772.80	6,007.73	72,092.80	
Administrative Services	**Human Resources Manager**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Administrative Services	**Public Experience Liaison - Part-Time**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	22.00				No COLA
Administrative Services	**Public Experience Liaison**	FBEO	**Step 1**	Filled (1)	27.14	2,171.20	4,704.27	56,451.20	7.12.2025 CNBarg 5% COLA
			Step 2		28.50	2,280.00	4,940.00	59,280.00	Reso 4955-2025
			Step 3		29.93	2,394.40	5,187.87	62,254.40	
			Step 4		31.43	2,514.40	5,447.87	65,374.40	
			Step 5		33.00	2,640.00	5,720.00	68,640.00	
Administrative Services	**Public Information Coordinator**	Confidential; Non-Bargaining	**Step 1**	Not Authorized	32.05	2,564.00	5,555.33	66,664.00	7.12.2026 CNBarg 5% COLA
			Step 2		33.65	2,692.00	5,832.67	69,992.00	Reso 4955-2025
			Step 3		35.33	2,826.40	6,123.87	73,486.40	
			Step 4		37.10	2,968.00	6,430.67	77,168.00	
			Step 5		38.96	3,116.80	6,753.07	81,036.80	
Broadband	**Director of Broadband and Digital Infrastructure**	Executive; At-Will; Contract	**Step 1**	Filled (1)	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Broadband	**Broadband Manager**	Mid-Manager; Non-Bargaining	**Step 1**	Filled (1)	45.64	3,651.20	7,910.93	94,931.20	Reso 4939-2025
			Step 2		47.92	3,833.60	8,306.13	99,673.60	No COLA
			Step 3		50.32	4,025.60	8,722.13	104,665.60	
			Step 4		52.84	4,227.20	9,158.93	109,907.20	
			Step 5		55.48	4,438.40	9,616.53	115,398.40	
Broadband	**Senior Network Administrator**	FBEO	**Step 1**	Filled (1)	44.06	3,524.80	7,637.07	91,644.80	7.12.26 FBEO 5% COLA
			Step 2		46.26	3,700.80	8,018.40	96,220.80	*6.22.2026 FBEO Side Letter*
			Step 3		48.57	3,885.60	8,418.80	101,025.60	
			Step 4		51.00	4,080.00	8,840.00	106,080.00	
			Step 5		53.55	4,284.00	9,282.00	111,384.00	
Broadband	**Network Operator**	FBEO	**Step 1**	Filled (1)	28.31	2,264.80	4,907.07	58,884.80	7.12.26 FBEO 5% COLA
			Step 2		29.73	2,378.40	5,153.20	61,838.40	*6.22.2026 FBEO Side Letter*
			Step 3		31.22	2,497.60	5,411.47	64,937.60	
			Step 4		32.78	2,622.40	5,681.87	68,182.40	
			Step 5		34.42	2,753.60	5,966.13	71,593.60	
Broadband	**System Technician**	FBEO	**Step 1**	Filled (3)	25.67	2,053.60	4,449.47	53,393.60	7.12.26 FBEO 5% COLA
			Step 2		26.95	2,156.00	4,671.33	56,056.00	*6.22.2026 FBEO Side Letter*
			Step 3		28.30	2,264.00	4,905.33	58,864.00	
			Step 4		29.72	2,377.60	5,151.47	61,817.60	
			Step 5		31.21	2,496.80	5,409.73	64,916.80	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Broadband	**Systems Technician - Transitional**	Transitional, Non-Represented, At-Will, Limited-Term, Grant-Funded	**Step 1**	Open (3)	25.67	2,053.60	4,449.47	53,393.60	**6.8.2026 New Classification**
			Step 2		26.95	2,156.00	4,671.33	56,056.00	To match Systems Technician (Broadband)
			Step 3		28.30	2,264.00	4,905.33	58,864.00	Funded through Broadband grant(s)
			Step 4		29.72	2,377.60	5,151.47	61,817.60	**Will not be filled until on/after July 1, 2026**
			Step 5		31.21	2,496.80	5,409.73	64,916.80	
Broadband	**System Technician (Part-Time)**	Non-Represented; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	24.53	1,962.40	4,251.87	51,022.40	No COLA
Broadband	**Broadband Finance Technician I**	FBEO	**Step 1**	Filled (1)	24.96	1,996.80	4,326.40	51,916.80	7.12.26 FBEO 5% COLA
			Step 2		26.21	2,096.80	4,543.07	54,516.80	*6.22.2026 FBEO Side Letter*
			Step 3		27.52	2,093.28	4,770.13	57,241.60	
			Step 4		28.90	2,312.00	5,009.33	60,112.00	
			Step 5		30.35	2,428.00	5,260.67	63,128.00	
C.V. Starr	**C.V. Starr Manager**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
C.V. Starr	**Administrative Assistant**	C.V. Starr; Non-Bargaining	**Step 1**	Not Authorized	18.74	1,499.20	3,248.27	38,979.20	7.13.25 CV 3% COLA
			Step 2		19.68	1,574.40	3,411.20	40,934.40	
			Step 3		20.66	1,652.80	3,581.07	42,972.80	
			Step 4		21.69	1,735.20	3,759.60	45,115.20	
			Step 5		22.77	1,821.60	3,946.80	47,361.60	
C.V. Starr	**Administrative Assistant I - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (5) All Inclusive	18.00				NO COLA
C.V. Starr	**Administrative Assistant II - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		20.00				NO COLA
C.V. Starr	**Administrative Assistant III - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		22.00				NO COLA
C.V. Starr	**Administrative Coordinator**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	22.18	1,774.40	3,844.53	46,134.40	7.13.25 CV 3% COLA
			Step 2		23.29	1,863.20	4,036.93	48,443.20	
			Step 3		24.45	1,956.00	4,238.00	50,856.00	
			Step 4		25.67	2,053.60	4,449.47	53,393.60	
			Step 5		26.95	2,156.00	4,671.33	56,056.00	
C.V. Starr	**Custodian I - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (1)	20.00				NO COLA
C.V. Starr	**Custodian II - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		22.00				NO COLA
C.V. Starr	**Custodian II - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		24.00				NO COLA
C.V. Starr	**Fitness Equipment Technician**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (1)	25.00				NO COLA

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
C.V. Starr	**Fitness Instructor I - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (8) all inclusive	30.00				NO COLA
C.V. Starr	**Fitness Instructor II - CV Starr**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		32.00				NO COLA
C.V. Starr	**Head Lifeguard**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	21.01	1,680.80	3,641.73	43,700.80	7.13.25 CV 3% COLA
			Step 2		22.06	1,764.80	3,823.73	45,884.80	
			Step 3		23.16	1,852.80	4,014.40	48,172.80	
			Step 4		24.32	1,945.60	4,215.47	50,585.60	
			Step 5		25.54	2,043.20	4,426.93	53,123.20	
C.V. Starr	**Lifeguard - CV Starr**	C.V. Starr; Non-Bargaining	**Step 1**	Vacant (1)	20.45	1,636.00	3,544.67	42,536.00	7.13.25 CV 3% COLA
			Step 2		21.47	1,717.60	3,721.47	44,657.60	
			Step 3		22.54	1,803.20	3,906.93	46,883.20	
			Step 4		23.67	1,893.60	4,102.80	49,233.60	
			Step 5		24.85	1,988.00	4,307.33	51,688.00	
C.V. Starr	**Lifeguard I - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (18) all inclusive	19.00				NO COLA
C.V. Starr	**Lifeguard II - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		21.00				NO COLA
C.V. Starr	**Lifeguard III - Part-Time**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**		23.00				NO COLA
C.V. Starr	**Maintenance Supervisor**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	30.90	2,472.00	5,356.00	64,272.00	7.13.25 CV 3% COLA
			Step 2		32.45	2,596.00	5,624.67	67,496.00	
			Step 3		34.07	2,725.60	5,905.47	70,865.60	
			Step 4		35.77	2,861.60	6,200.13	74,401.60	
			Step 5		37.56	3,004.80	6,510.40	78,124.80	
C.V. Starr	**Maintenance Worker I - CV Starr**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (2)	20.01	1,600.80	3,468.40	41,620.80	7.13.25 CV 3% COLA
			Step 2		21.01	1,680.80	3,641.73	43,700.80	
			Step 3		22.06	1,764.80	3,823.73	45,884.80	
			Step 4		23.16	1,852.80	4,014.40	48,172.80	
			Step 5		24.32	1,945.60	4,215.47	50,585.60	
C.V. Starr	**Maintenance Worker II - CV Starr**	C.V. Starr; Non-Bargaining	**Step 1**	Not Authorized	23.28	1,862.40	4,035.20	48,422.40	7.13.25 CV 3% COLA
			Step 2		24.44	1,955.20	4,236.27	50,835.20	
			Step 3		25.66	2,052.80	4,447.73	53,372.80	
			Step 4		26.94	2,155.20	4,669.60	56,035.20	
			Step 5		28.29	2,263.20	4,903.60	58,843.20	
C.V. Starr	**Maintenance Worker III - CV Starr**	C.V. Starr; Non-Bargaining	**Step 1**	Not Authorized	26.60	2,128.00	4,610.67	55,328.00	7.13.25 CV 3% COLA
			Step 2		27.93	2,234.40	4,841.20	58,094.40	
			Step 3		29.33	2,346.40	5,083.87	61,006.40	
			Step 4		30.80	2,464.00	5,338.67	64,064.00	
			Step 5		32.34	2,587.20	5,605.60	67,267.20	
C.V. Starr	**Recreation Coordinator**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	24.99	1,999.20	4,331.60	51,979.20	7.13.25 CV 3% COLA
			Step 2		26.24	2,099.20	4,548.27	54,579.20	
			Step 3		27.55	2,204.00	4,775.33	57,304.00	
			Step 4		28.93	2,314.40	5,014.53	60,174.40	
			Step 5		30.38	2,430.40	5,265.87	63,190.40	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
C.V. Starr	**Recreation Instructor I**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (1)	21.00				NO COLA
C.V. Starr	**Recreation Instructor II**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (2)	23.00				NO COLA
C.V. Starr	**Recreation Instructor III**	C.V. Starr; 1,000 max annual hours; Non-Bargaining; At-Will	**Step 1**	Filled (1)	25.00				NO COLA
C.V. Starr	**Recreation Supervisor**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	30.90	2,472.00	5,356.00	64,272.00	7.13.25 CV 3% COLA
			Step 2		32.45	2,596.00	5,624.67	67,496.00	
			Step 3		34.07	2,725.60	5,905.47	70,865.60	
			Step 4		35.77	2,861.60	6,200.13	74,401.60	
			Step 5		37.56	3,004.80	6,510.40	78,124.80	
C.V. Starr	**Senior Administrative Assistant**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	18.93	1,514.40	3,281.20	39,374.40	7.13.25 CV 3% COLA
			Step 2	Vacant (1)	19.88	1,590.40	3,445.87	41,350.40	
			Step 3		20.87	1,669.60	3,617.47	43,409.60	
			Step 4		21.91	1,752.80	3,797.73	45,572.80	
			Step 5		23.01	1,840.80	3,988.40	47,860.80	
C.V. Starr	**Senior Lifeguard**	C.V. Starr; Non-Bargaining	**Step 1**	Filled (1)	23.26	1,860.80	4,031.73	48,380.80	7.13.25 CV 3% COLA
			Step 2		24.42	1,953.60	4,232.80	50,793.60	
			Step 3		25.64	2,051.20	4,444.27	53,331.20	
			Step 4		26.92	2,153.60	4,666.13	55,993.60	
			Step 5		28.27	2,261.60	4,900.13	58,801.60	
Economic Development	**Economic Development Manager**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Economic Development	**Grants Coordinator**	FBEO, Grant-Funded	**Step 1**	Filled (1)	34.43	2,754.40	5,967.87	71,614.40	7.12.26 FBEO 5% COLA
			Step 2		36.15	2,892.00	6,266.00	75,192.00	
			Step 3		37.96	3,036.80	6,579.73	78,956.80	
			Step 4		39.86	3,188.80	6,909.07	82,908.80	
			Step 5		41.85	3,348.00	7,254.00	87,048.00	
Economic Development	**Housing and Economic Development Coordinator**	Confidential; Non-Bargaining	**Step 1**	Not Authorized	38.51	2,767.87	6,675.07	80,100.80	7.12.26 CNBarg 5% COLA
			Step 2		40.44	3,235.20	7,009.60	84,115.20	Reso 4955-2025
			Step 3		42.46	3,396.80	7,359.73	88,316.80	
			Step 4		44.58	3,566.40	7,727.20	92,726.40	
			Step 5		46.81	3,744.80	8,113.73	97,364.80	
Finance	**Director - Finance/City Treasurer**	Executive; At-Will	**Step 1**	Not Authorized	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Finance	**Assistant Finance Director**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	45.64	3,281.14	7,109.13	85,309.54	7.1.26 MidM 5% COLA
			Step 2		47.92	3,833.60	8,306.13	99,673.60	Reso 4939-2025
			Step 3		50.32	4,025.60	8,722.13	104,665.60	
			Step 4		52.84	4,227.20	9,158.93	109,907.20	
			Step 5		55.48	4,438.40	9,616.53	115,398.40	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Finance	**Finance Lead**	FBEO	**Step 1**	Filled (1)	37.86	3,028.80	6,562.40	78,748.80	7.12.26 FBEO 5% COLA
			Step 2		39.75	3,180.00	6,890.00	82,680.00	
			Step 3		41.74	3,339.20	7,234.93	86,819.20	
			Step 4		43.83	3,506.40	7,597.20	91,166.40	
			Step 5		46.02	3,681.60	7,976.80	95,721.60	
Finance	**Finance Technician I**	FBEO	**Step 1**	Filled (2)	25.68	2,054.40	4,451.20	53,414.40	7.13.26 FBEO 5% COLA
			Step 2		26.96	2,156.80	4,673.07	56,076.80	
			Step 3		28.31	2,264.80	4,907.07	58,884.80	
			Step 4		29.73	2,378.40	5,153.20	61,838.40	
			Step 5		31.22	2,497.60	5,411.47	64,937.60	
Finance	**Finance Technician II**	FBEO	**Step 1**	Not Authorized	28.34	2,267.20	4,912.27	58,947.20	7.12.26 FBEO 5% COLA
			Step 2		29.76	2,380.80	5,158.40	61,900.80	
			Step 3		31.25	2,500.00	5,416.67	65,000.00	
			Step 4		32.81	2,624.80	5,687.07	68,244.80	
			Step 5		34.45	2,756.00	5,971.33	71,656.00	
Finance	**Finance Technician III**	FBEO	**Step 1**	Filled (1)	31.23	2,498.40	5,413.20	64,958.40	7.12.26 FBEO 5% COLA
			Step 2		32.79	2,623.20	5,683.60	68,203.20	
			Step 3		34.43	2,754.40	5,967.87	71,614.40	
			Step 4		36.15	2,892.00	6,266.00	75,192.00	
			Step 5		37.96	3,036.80	6,579.73	78,956.80	
Finance	**Government Accountant I**	FBEO	**Step 1**	Not Authorized	34.43	2,754.40	5,967.87	71,614.40	7.12.26 FBEO 5% COLA
			Step 2		36.15	2,892.00	6,266.00	75,192.00	
			Step 3		37.96	3,036.80	6,579.73	78,956.80	
			Step 4		39.86	3,188.80	6,909.07	82,908.80	
			Step 5		41.85	3,348.00	7,254.00	87,048.00	
Finance	**Government Accountant II**	FBEO	**Step 1**	Not Authorized	36.14	2,891.20	6,264.27	75,171.20	7.12.25 FBEO 5% COLA
			Step 2		37.95	3,036.00	6,578.00	78,936.00	
			Step 3		39.85	3,188.00	6,907.33	82,888.00	
			Step 4		41.84	3,347.20	7,252.27	87,027.20	
			Step 5		43.93	3,514.40	7,614.53	91,374.40	
Finance	**Government Accountant III**	Confidential; Non-Bargaining	**Step 1**	Filled (1)	38.21	3,056.80	6,623.07	79,476.80	7.13.25 6% CNBarg COLA
			Step 2		40.12	3,209.60	6,954.13	83,449.60	
			Step 3		42.13	3,370.40	7,302.53	87,630.40	
			Step 4		44.24	3,539.20	7,668.27	92,019.20	
			Step 5		46.45	3,716.00	8,051.33	96,616.00	
Finance	**Senior Government Accountant**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MidM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Information Technology	**Director - Information Technology**	Mid-Management: Non-Bargaining	**Step 1**	Filled (1)	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Information Technology	**Systems Analyst - Lead**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	42.19	3,375.20	7,312.93	87,755.20	7.1.26 MIdM 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Information Technology	**Systems Analyst**	Confidential/Non-Bargaining	**Step 1**	Filled (1)	34.43	2,754.40	5,967.87	71,614.40	7.12.26 CNBarg 5% COLA
			Step 2		36.15	2,892.00	6,266.00	75,192.00	Reso 4955-2025
			Step 3		37.96	3,036.80	6,579.73	78,956.80	
			Step 4		39.86	3,188.80	6,909.07	82,908.80	
			Step 5		41.85	3,348.00	7,254.00	87,048.00	
Information Technology	**Systems Technician**	FBEO	**Step 1**	Filled (1)	26.42	2,113.60	4,579.47	54,953.60	7.12.26 FBEO 5% COLA
			Step 2		27.74	2,219.20	4,808.27	57,699.20	
			Step 3		29.13	2,330.40	5,049.20	60,590.40	
			Step 4		30.59	2,447.20	5,302.27	63,627.20	
			Step 5		32.12	2,569.60	5,567.47	66,809.60	
Information Technology	**Audiovisual Technician - Part-Time**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	27.54				NO COLA
Parks & Recreation	**Director of Parks & Recreation**	Executive: At-Will	**Step 1**	Not Authorized	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Planning and Housing	**Director - Planning and Housing**	Executive; At-Will	**Step 1**	Vacant (1)	63.86	5,108.80	11,069.07	132,828.80	Exec 7.1.26 5% COLA
			Step 2		67.05	5,364.00	11,622.00	139,464.00	Reso 4953-2025
			Step 3		70.40	5,632.00	12,202.67	146,432.00	
			Step 4		73.92	5,913.60	12,812.80	153,753.60	
			Step 5		77.62	6,209.60	13,454.13	161,449.60	
Planning and Housing	**Administrative Assistant - Planning** *Working title: Administrative Assistant - Non-Confidential*	FBEO	**Step 1**	Filled (1)	28.51	2,280.80	4,941.73	59,300.80	7.12.26 FBEO 5% COLA
			Step 2		29.94	2,395.20	5,189.60	62,275.20	
			Step 3		31.44	2,515.20	5,449.60	65,395.20	
			Step 4		33.01	2,640.80	5,721.73	68,660.80	
			Step 5		34.66	2,772.80	6,007.73	72,092.80	
Planning and Housing	**Senior Planner**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	42.19	3,375.20	7,312.93	87,755.20	Exec 7.1.26 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	Reso 4939-2025
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Planning and Housing	**Assistant Planner**	FBEO	**Step 1**	Filled (1)	36.68	2,934.40	6,357.87	76,294.40	7.12.26 FBEO 5% COLA
			Step 2		38.51	3,080.80	6,675.07	80,100.80	
			Step 3		40.44	3,235.20	7,009.60	84,115.20	
			Step 4		42.46	3,396.80	7,359.73	88,316.80	
			Step 5		44.58	3,566.40	7,727.20	92,726.40	
Planning and Housing	**Assistant Planner/Code Enforcement, Part-Time**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	36.32				NO COLA

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Planning and Housing	**Associate Planner**	FBEO	**Step 1**	Filled (1)	37.98	3,038.40	6,583.20	78,998.40	7.12.26 FBEO 5% COLA
			Step 2		39.88	3,190.40	6,912.53	82,950.40	
			Step 3		41.87	3,349.60	7,257.47	87,089.60	
			Step 4		43.96	3,516.80	7,619.73	91,436.80	
			Step 5		46.16	3,692.80	8,001.07	96,012.80	
Planning and Housing	**Code Enforcement Officer**	FBEO	**Step 1**	Not Authorized	36.68	2,934.40	6,357.87	76,294.40	7.12.26 FBEO 5% COLA
			Step 2		38.51	3,080.80	6,675.07	80,100.80	
			Step 3		40.44	3,235.20	7,009.60	84,115.20	
			Step 4		42.46	3,396.80	7,359.73	88,316.80	
			Step 5		44.58	3,566.40	7,727.20	92,726.40	
Planning and Housing	**Planning Technician**	FBEO	**Step 1**	Not Authorized	32.49	2,599.20	5,631.60	67,579.20	7.12.26 FBEO 5% COLA
			Step 2		34.11	2,728.80	5,912.40	70,948.80	
			Step 3		35.82	2,865.60	6,208.80	74,505.60	
			Step 4		37.61	3,008.80	6,519.07	78,228.80	
			Step 5		39.49	3,159.20	6,844.93	82,139.20	
Planning and Housing	**Permit Technician -PT**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	32.49				NO COLA
Planning and Housing	**Permit Technician**	FBEO	**Step 1**	Not Authorized	28.00	2,048.98	4,439.45	53,273.38	7.12.26 FBEO 5% COLA
			Step 2		29.40	2,352.00	5,096.00	61,152.00	
			Step 3		30.87	2,469.60	5,350.80	64,209.60	
			Step 4		32.41	2,592.80	5,617.73	67,412.80	
			Step 5		34.03	2,722.40	5,898.53	70,782.40	
Police	**Community Services Officer**	FBPA	**Step 1**	Not Authorized	27.04	2,163.20	4,686.93	56,243.20	**Ord 672 3.36% Adj. eff. 1.1.2026**
			Step 2		28.39	2,271.20	4,920.93	59,051.20	
			Step 3		29.81	2,384.80	5,167.07	62,004.80	
			Step 4		31.30	2,504.00	5,425.33	65,104.00	
			Step 5		32.87	2,629.60	5,697.47	68,369.60	
	Interim Police Chief	Temp; At-Will; 960 ours limit	**Step 1**	Not Authorized	83.86				Temporary classification while City recruited permanent Police Chief Old Chief left eff. 9/30/25
Police	**Police Chief**	Executive; At-Will; Contract	**Step 1**	Filled (1)	81.41	6,512.80	14,111.07	169,332.80	Executive EE Group
			Step 2	Filled 12/01/2025	85.48	6,838.40	14,816.53	177,798.40	**Governed by Ord 672 per Exec Reso**
			Step 3		89.75	7,180.00	15,556.67	186,680.00	**Ord 672 1.93% Adj eff. 1.1.2026**
			Step 4		94.24	7,539.20	16,334.93	196,019.20	
			Step 5		98.95	7,916.00	17,151.33	205,816.00	
Police	**Police Chief Executive POST**	Executive; At-Will; Contract	**Step 1**	Not Authorized	87.12	6,969.60	15,100.80	181,209.60	Executive EE Group
			Step 2		91.48	7,318.40	15,856.53	190,278.40	**Governed by Ord 672 per Exec Reso**
			Step 3		96.05	7,684.00	16,648.67	199,784.00	**Ord 672 1.93% Adj eff. 1.1.2026**
			Step 4		100.85	8,068.00	17,480.67	209,768.00	
			Step 5		105.89	8,471.20	18,354.27	220,251.20	
Police	**Police Captain**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	72.96	5,836.80	12,646.40	151,756.80	**Mid Mgmt Reso 4939-2025 6%**
			Step 2		76.61	6,128.80	13,279.07	159,348.80	**in advance of Ord 672**
			Step 3		80.44	6,435.20	13,942.93	167,315.20	**Governed by Ord 672 per Reso 4939-2025**
			Step 4		84.46	6,756.80	14,639.73	175,676.80	
			Step 5		88.68	7,094.40	15,371.20	184,454.40	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Police	**Police Commander**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	63.91	5,112.80	11,077.73	132,932.80	**Mid Mgmt Reso 4939-2025 6%**
			Step 2		67.11	5,368.80	11,632.40	139,588.80	**in advance of Ord 672**
			Step 3		70.47	5,637.60	12,214.80	146,577.60	**Governed by Ord 672 per Reso 4939-2025**
			Step 4		73.99	5,919.20	12,824.93	153,899.20	
			Step 5		77.69	6,215.20	13,466.27	161,595.20	
Police	**Administrative Analyst - Police**	Confidential; Non-Bargaining	**Step 1**	Filled (1)	30.92	2,473.60	5,359.47	64,313.60	7.12.26 CNBarg 5% COLA
			Step 2		32.47	2,597.60	5,628.13	67,537.60	Reso 4955-2025
			Step 3		34.09	2,727.20	5,908.93	70,907.20	
			Step 4		35.79	2,863.20	6,203.60	74,443.20	
			Step 5		37.58	3,006.40	6,513.87	78,166.40	
Police	**Administrative Assistant - Non-Confidential**	FBEO	**Step 1**	Filled (1)	28.51	2,280.80	4,941.73	59,300.80	7.12.26 FBEO 5% COLA
	Working title: Administrative Assistant - Police		**Step 2**		29.94	2,395.20	5,189.60	62,275.20	
			Step 3		31.44	2,515.20	5,449.60	65,395.20	
			Step 4		33.01	2,640.80	5,721.73	68,660.80	
			Step 5		34.66	2,772.80	6,007.73	72,092.80	
Police	**Grants Analyst**	Part-Time; Less than 20 Hours Week; Grant-Funded; At-Will	**Step 1**	Filled (1)	28.00				NO COLA
Police	**Police Sergeant - Intermediate POST**	FBPA	**Step 1**	Filled (3)	49.57	3,965.60	8,592.13	103,105.60	7.13.25 FBPA 3% COLA
			Step 2		52.05	4,164.00	9,022.00	108,264.00	
			Step 3		54.65	4,372.00	9,472.67	113,672.00	
			Step 4		57.38	4,590.40	9,945.87	119,350.40	
			Step 5		60.25	4,820.00	10,443.33	125,320.00	
Police	**Police Sergeant - Intermediate POST - Acting**	FBPA	**Step 1**	Not Authorized	49.57	3,965.60	8,592.13	103,105.60	7.13.25 FBPA 3% COLA
			Step 2		52.05	4,164.00	9,022.00	108,264.00	
			Step 3		54.65	4,372.00	9,472.67	113,672.00	
			Step 4		57.38	4,590.40	9,945.87	119,350.40	
			Step 5		60.25	4,820.00	10,443.33	125,320.00	
Police	**Police Sergeant Advance POST**	FBPA	**Step 1**	Not Authorized	52.42	4,193.60	9,086.13	109,033.60	7.13.25 FBPA 3% COLA
			Step 2		55.04	4,403.20	9,540.27	114,483.20	
			Step 3		57.79	4,623.20	10,016.93	120,203.20	
			Step 4		60.68	4,854.40	10,517.87	126,214.40	
			Step 5		63.71	5,096.80	11,043.07	132,516.80	
Police	**Police Officer Basic POST**	FBPA	**Step 1**	Filled (7)	38.73	3,098.40	6,713.20	80,558.40	7.13.25 FBPA 6% COLA
			Step 2	Vacant (3)	40.67	3,253.60	7,049.47	84,593.60	
			Step 3		42.70	3,416.00	7,401.33	88,816.00	
			Step 4		44.84	3,587.20	7,772.27	93,267.20	
			Step 5		47.08	3,766.40	8,160.53	97,926.40	
Police	**Police Officer Intermediate POST**	FBPA	**Step 1**	Not Authorized	40.66	3,252.80	7,047.73	84,572.80	7.13.25 FBPA 3% COLA
			Step 2		42.69	3,415.20	7,399.60	88,795.20	
			Step 3		44.82	3,585.60	7,768.80	93,225.60	
			Step 4		47.06	3,764.80	8,157.07	97,884.80	
			Step 5		49.41	3,952.80	8,564.40	102,772.80	
Police	**Police Officer Advanced POST**	FBPA	**Step 1**	Not Authorized	42.66	3,412.80	7,394.40	88,732.80	7.13.25 FBPA 3% COLA
			Step 2		44.79	3,583.20	7,763.60	93,163.20	
			Step 3		47.03	3,762.40	8,151.87	97,822.40	
			Step 4		49.38	3,950.40	8,559.20	102,710.40	
			Step 5		51.85	4,148.00	8,987.33	107,848.00	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Police	**Police Recruit**	FBPA; 1,040 Hours	**Step 1**	Not Authorized	34.89				7.13.25 FBPA 3% COLA
Police	**Police Transport Officer**	Part-Time/On-Call; 1,000 Max Annual Hours; Non-Bargaining	**Step 1**	Not Authorized	28.56				NO COLA
Police	**Seasonal Parking Attendant**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	18.00				NO COLA
Police	**Social Services Liaison-Crisis Worker**	Non-Bargaining; Grant-Funded	**Step 1**	Filled (5)	36.28	2,902.40	6,288.53	75,462.40	7.12.26 CNBarg 5% COLA
			Step 2		38.09	3,047.20	6,602.27	79,227.20	Reso 4955-2025
			Step 3		39.99	3,199.20	6,931.60	83,179.20	
			Step 4		41.99	3,359.20	7,278.27	87,339.20	
			Step 5		44.09	3,527.20	7,642.27	91,707.20	
Police	**Special Investigator Basic POST**	FBPA	**Step 1**	Not Authorized	40.66	3,252.80	7,047.73	84,572.80	7.13.25 FBPA 3% COLA
			Step 2		42.69	3,415.20	7,399.60	88,795.20	
			Step 3		44.82	3,585.60	7,768.80	93,225.60	
			Step 4		47.06	3,764.80	8,157.07	97,884.80	
			Step 5		49.41	3,952.80	8,564.40	102,772.80	
Police	**Special Investigator Intermediate POST**	FBPA	**Step 1**	Not Authorized	42.69	3,415.20	7,399.60	88,795.20	7.13.25 FBPA 3% COLA
			Step 2		44.82	3,585.60	7,768.80	93,225.60	
			Step 3		47.06	3,764.80	8,157.07	97,884.80	
			Step 4		49.41	3,952.80	8,564.40	102,772.80	
			Step 5		51.88	4,150.40	8,992.53	107,910.40	
Police	**Special Investigator Advanced POST**	FBPA	**Step 1**	Filled (1)	44.81	3,584.80	7,767.07	93,204.80	7.13.25 FBPA 3% COLA
			Step 2		47.05	3,764.00	8,155.33	97,864.00	
			Step 3		49.40	3,952.00	8,562.67	102,752.00	
			Step 4		51.87	4,149.60	8,990.80	107,889.60	
			Step 5		54.46	4,356.80	9,439.73	113,276.80	
Public Works	**Director of Public Works**	Executive; At-Will	**Step 1**	Filled (1)	57.08	4,566.40	9,893.87	118,726.40	Exec 7.1.26 5% COLA
			Step 2		59.93	4,794.40	10,387.87	124,654.40	Reso 4953-2025
			Step 3		62.93	5,034.40	10,907.87	130,894.40	
			Step 4		66.08	5,286.40	11,453.87	137,446.40	
			Step 5		69.38	5,550.40	12,025.87	144,310.40	
Public Works	**Assistant Director - Engineering Division**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	46.52	3,721.60	8,063.47	96,761.60	7.1.26 MidM 5% COLA
			Step 2		48.85	3,908.00	8,467.33	101,608.00	Reso 4939-2025
			Step 3		51.29	4,103.20	8,890.27	106,683.20	
			Step 4		53.85	4,308.00	9,334.00	112,008.00	
			Step 5		56.54	4,523.20	9,800.27	117,603.20	
Public Works	**Administrative Assistant - Non-Confidential** *Working title: Administrative Assistant -Public Works*	FBEO	**Step 1**	Filled (1)	28.51	2,280.80	4,941.73	59,300.80	7.12.26 FBEO 5% COLA
			Step 2		29.94	2,395.20	5,189.60	62,275.20	
			Step 3		31.44	2,515.20	5,449.60	65,395.20	
			Step 4		33.01	2,640.80	5,721.73	68,660.80	
			Step 5		34.66	2,772.80	6,007.73	72,092.80	
Public Works	**Assistant City Engineer**	FBEO	**Step 1**	Filled (2)	38.48	3,078.40	6,669.87	80,038.40	7.12.26 FBEO 5% COLA
			Step 2		40.40	3,232.00	7,002.67	84,032.00	
			Step 3		42.42	3,393.60	7,352.80	88,233.60	
			Step 4		44.54	3,563.20	7,720.27	92,643.20	
			Step 5		46.77	3,741.60	8,106.80	97,281.60	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Public Works	**Construction Project Manager**	Mid-Management; Non-Bargaining	**Step 1**	Not Authorized	49.09	3,927.20	8,508.93	102,107.20	7.1.26 MidM 5% COLA
			Step 2		51.54	4,123.20	8,933.60	107,203.20	Reso 4939-2025
			Step 3		54.12	4,329.60	9,380.80	112,569.60	
			Step 4		56.83	4,546.40	9,850.53	118,206.40	
			Step 5		59.67	4,773.60	10,342.80	124,113.60	
Public Works	**Construction Project Manager**	Temporary; 1,000 Max Annual Hours; At-Will	**Step 1**	Not Authorized	44.10				NO COLA
			Step 2		46.31				
			Step 3		48.63				
			Step 4		51.06				
			Step 5		53.61				
Public Works	**Engineering Technician I**	FBEO	**Step 1**	Filled (1)	34.91	2,792.80	6,051.07	72,612.80	7.12.26 FBEO 5% COLA
			Step 2		36.66	2,932.80	6,354.40	76,252.80	
			Step 3		38.49	3,079.20	6,671.60	80,059.20	
			Step 4		40.41	3,232.80	7,004.40	84,052.80	
			Step 5		42.43	3,394.40	7,354.53	88,254.40	
Public Works	**Engineering Technician II**	FBEO	**Step 1**	Filled (1)	38.48	3,078.40	6,669.87	80,038.40	7.12.26 FBEO 5% COLA
			Step 2		40.40	3,232.00	7,002.67	84,032.00	
			Step 3		42.42	3,393.60	7,352.80	88,233.60	
			Step 4		44.54	3,563.20	7,720.27	92,643.20	
			Step 5		46.77	3,741.60	8,106.80	97,281.60	
Public Works	**Senior Engineering Technician**	FBEO	**Step 1**	Not Authorized	42.19	3,375.20	7,312.93	87,755.20	7.12.26 FBEO 5% COLA
			Step 2		44.30	3,544.00	7,678.67	92,144.00	
			Step 3		46.52	3,721.60	8,063.47	96,761.60	
			Step 4		48.85	3,908.00	8,467.33	101,608.00	
			Step 5		51.29	4,103.20	8,890.27	106,683.20	
Public Works	**Environmental Compliance Coordinator**	FBEO	**Step 1**	Filled (1)	40.38	3,230.40	6,999.20	83,990.40	7.12.26 FBEO 5% COLA
			Step 2		42.40	3,392.00	7,349.33	88,192.00	
			Step 3		44.52	3,561.60	7,716.80	92,601.60	
			Step 4		46.75	3,740.00	8,103.33	97,240.00	
			Step 5		49.09	3,927.20	8,508.93	102,107.20	
Public Works	**Laborer-Public Works**	Part-Time; Less Than 20 Hours Week; Non-Bargaining	**Step 1**	Not Authorized	21.42				NO COLA
Public Works	**Laborer-Water/Wastewater**	Part-Time; Less than 20 Hours Week; Non-Bargaining	**Step 1**	Filled (1)	21.42				NO COLA
Public Works	**Maintenance Worker I**	FBEO	**Step 1**	Filled (4)	24.09	1,927.20	4,175.60	50,107.20	7.12.26 FBEO 5% COLA
			Step 2		25.29	2,023.20	4,383.60	52,603.20	
			Step 3		26.55	2,124.00	4,602.00	55,224.00	
			Step 4		27.88	2,230.40	4,832.53	57,990.40	
			Step 5		29.27	2,341.60	5,073.47	60,881.60	
Public Works	**Maintenance Worker II**	FBEO	**Step 1**	Filled (4)	27.37	2,189.60	4,744.13	56,929.60	7.12.26 FBEO 5% COLA
			Step 2		28.74	2,299.20	4,981.60	59,779.20	
			Step 3		30.18	2,414.40	5,231.20	62,774.40	
			Step 4		31.69	2,535.20	5,492.93	65,915.20	
			Step 5		33.27	2,661.60	5,766.80	69,201.60	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Public Works	**Maintenance Worker III**	FBEO	**Step 1**	Filled (1)	28.75	2,300.00	4,983.33	59,800.00	7.12.26 FBEO 5% COLA
			Step 2		30.19	2,415.20	5,232.93	62,795.20	
			Step 3		31.70	2,536.00	5,494.67	65,936.00	
			Step 4		33.29	2,663.20	5,770.27	69,243.20	
			Step 5		34.95	2,796.00	6,058.00	72,696.00	
Public Works	**Maintenance Worker IV**	FBEO	**Step 1**	Filled (1)	36.32	2,905.60	6,295.47	75,545.60	7.12.26 FBEO 5% COLA
			Step 2		38.14	3,051.20	6,610.93	79,331.20	
			Step 3		40.05	3,204.00	6,942.00	83,304.00	
			Step 4		42.05	3,364.00	7,288.67	87,464.00	
			Step 5		44.15	3,532.00	7,652.67	91,832.00	
Public Works	**Maintenance Division Supervisor**	FBEO	**Step 1**	Filled (1)	40.30	3,224.00	6,985.33	83,824.00	7.12.26 FBEO 5% COLA
			Step 2		42.32	3,385.60	7,335.47	88,025.60	
			Step 3		44.44	3,555.20	7,702.93	92,435.20	
			Step 4		46.66	3,732.80	8,087.73	97,052.80	
			Step 5		48.99	3,919.20	8,491.60	101,899.20	
Public Works	**Mechanic**	FBEO	**Step 1**	Filled (1)	30.92	2,473.60	5,359.47	64,313.60	7.12.26 FBEO 5% COLA
			Step 2		32.47	2,597.60	5,628.13	67,537.60	
			Step 3		34.09	2,727.20	5,908.93	70,907.20	
			Step 4		35.79	2,863.20	6,203.60	74,443.20	
			Step 5		37.58	3,006.40	6,513.87	78,166.40	
Public Works	**Operations Manager**	Mid-Management; Non-Bargaining	**Step 1**	Filled (1)	46.52	3,721.60	8,063.47	96,761.60	7.1.26 MidM 5% COLA
			Step 2		48.85	3,908.00	8,467.33	101,608.00	Reso 4939-2025
			Step 3		51.29	4,103.20	8,890.27	106,683.20	
			Step 4		53.85	4,308.00	9,334.00	112,008.00	
			Step 5		56.54	4,523.20	9,800.27	117,603.20	
Public Works	**Treatment Division Supervisor**	FBEO	**Step 1**	Filled (1)	40.30	3,224.00	6,985.33	83,824.00	7.12.26 FBEO 5% COLA
			Step 2		42.32	3,385.60	7,335.47	88,025.60	
			Step 3		44.44	3,555.20	7,702.93	92,435.20	
			Step 4		46.66	3,732.80	8,087.73	97,052.80	
			Step 5		48.99	3,919.20	8,491.60	101,899.20	
Public Works	**Seasonal Laborer**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	Vacant (2)	21.42				Match to PT Laborer PW & Wastewater
Public Works	**Treatment Plant Operator-in-Training**	FBEO	**Step 1**	Filled (2)	23.48	1,878.40	4,069.87	48,838.40	7.12.26 FBEO 5% COLA
			Step 2		24.65	1,972.00	4,272.67	51,272.00	
			Step 3		25.88	2,070.40	4,485.87	53,830.40	
			Step 4		27.17	2,173.60	4,709.47	56,513.60	
			Step 5		28.53	2,282.40	4,945.20	59,342.40	
Public Works	**Treatment Plant Operator I**	FBEO	**Step 1**	Not Authorized	29.13	2,330.40	5,049.20	60,590.40	7.12.26 FBEO 5% COLA
			Step 2		30.59	2,447.20	5,302.27	63,627.20	
			Step 3		32.12	2,569.60	5,567.47	66,809.60	
			Step 4		33.73	2,698.40	5,846.53	70,158.40	
			Step 5		35.42	2,833.60	6,139.47	73,673.60	
Public Works	**Treatment Plant Operator II**	FBEO	**Step 1**	Filled (2)	30.61	2,448.80	5,305.73	63,668.80	7.12.26 FBEO 5% COLA
			Step 2		32.14	2,571.20	5,570.93	66,851.20	
			Step 3		33.75	2,700.00	5,850.00	70,200.00	
			Step 4		35.44	2,835.20	6,142.93	73,715.20	
			Step 5		37.21	2,976.80	6,449.73	77,396.80	

Effective 6.8.2026	2026.07.12 All Inclsv MasterCmpSched - FBEO & Confid/Nbarg								
Department	**Position**	**Class**	**Step**	**Status**	**Hourly**	**Biweekly**	**Monthly**	**Annually**	
Public Works	**Treatment Plant Operator III**	FBEO	**Step 1**	Filled (2)	33.74	2,699.20	5,848.27	70,179.20	7.12.26 FBEO 5% COLA
			Step 2		35.43	2,834.40	6,141.20	73,694.40	
			Step 3		37.20	2,976.00	6,448.00	77,376.00	
			Step 4		39.06	3,124.80	6,770.40	81,244.80	
			Step 5		41.01	3,280.80	7,108.40	85,300.80	
Multiple Departments	**Intern**	Non-Bargaining; 1,000 Max Annual Hours; At-Will	**Step 1**	TBD	17.00				NO COLA
Multiple Departments	**Office Assistant**		**Step 1**	Not Authorized	20.00				NO COLA
			Step 2		21.00				
			Step 3		22.05				
			Step 4		23.15				
			Step 5		24.31				

City of Fort Bragg

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

Text File

File Number: 26-219

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Consent Agenda

In Control: City Council **File Type:** Resolution

Agenda Number: 5D.

Adopt Resolution of the Fort Bragg City Council Recommending the Mendocino County Board of Supervisors Execute an Amendment to the Caspar Transfer Station Operations Agreement and Lease, and Authorizing City Manager to Execute the Same

Treated wood waste (TWW) was historically accepted and handled as mixed solid waste. Due to changes in CA regulations, TWW must be handled, transported, and disposed of as a hazardous substance, which has increased the cost of collecting TWW. Redwood Waste Solutions proposed adding a rate for treated wood waste to the Caspar Transfer Station rate schedule. Both City and County have reviewed the proposed amendment to the rate schedule and are in agreement with the calculations and supporting documentation.

RESOLUTION NO. ___*-2026*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL RECOMMENDING THE MENDOCINO COUNTY BOARD OF SUPERVISORS EXECUTE AN AMENDMENT TO THE CASPAR TRANSFER STATION OPERATIONS AGREEMENT AND LEASE, AND AUTHORIZING CITY MANAGER TO EXECUTE THE SAME

WHEREAS, the County of Mendocino (County) and the City of Fort Bragg (City) entered into a Joint Powers Agreement (Agreement) on January 25, 2011, to revise and update the obligations and responsibilities concerning the Caspar Landfill and Solid Waste Transfer Station; and

WHEREAS, the Agreement authorized the County to execute an Operating Agreement with Solid Waste of Willits, Inc. to operate the Caspar Transfer Station; and

WHEREAS, the County and Solid Wastes of Willits, Inc. entered into Mendocino County Agreement Number (No.) 11-008, Caspar Transfer Station Operations Agreement and Lease, on January 25, 2011, with an expiration date of June 30, 2017, later amended to be June 30, 2021 and amended again to June 30, 2025; and

WHEREAS, on December 19, 2023, the County approved Agreement No. 23-214 / DOT Agreement No. 230040, Assignment and Assumption Agreement Among Solid Wastes of Willits, Inc., Redwood Waste Solutions, Inc., and County of Mendocino, which, among other things, assigned the Caspar Transfer Station Operations Agreement and Lease to Redwood Waste Solutions, Inc. (RWS); and

WHEREAS, on November 25, 2024, the Fort Bragg City Council passed Resolution No. 4876-2024, which recommended and concurred that the County execute an amendment to extend the term of BOS Agreement No. 11-008 until December 31, 2029, later amended to June 30, 2032 to align with the term of the Solid Waste Franchise agreement with RWS; and

WHEREAS, RWS performs solid waste collection services in Franchise Areas No. 1, 2, 3, and 4 and operates all solid waste transfer stations located within the county; and

WHEREAS, treated wood waste has historically been accepted and managed at Caspar Transfer Station as municipal solid waste; and

WHEREAS, recent changes in California law governing the handling, transportation, and disposal of treated wood waste warrant the establishment of a separate disposal rate for such material; and

WHEREAS, RWS has submitted a proposed rate calculation and supporting documentation for the disposal of treated wood waste; and

WHEREAS, CITY has reviewed the proposed rate calculation and supporting documentation and determined that the proposed rate is reasonable, cost based and aligned with current industry standards as well as disposal rates observed across the region.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby approve and recommend that the Mendocino County Board of Supervisors execute an

amendment to the Caspar Transfer Station Operations Agreement and Lease with Redwood Waste Solutions, Inc.**,** adding a rate to the approved rate schedule for treated wood waste as shown in “Exhibit A”, and authorizing City Manager to execute the same.

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 22nd day of June 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____

Jason Godeke
Mayor

ATTEST:

_____

Diana Paoli
City Clerk

Caspar
Transfer Station Rate Schedule
Effective Date January 2026

Item		2025 Rate	Calculated 2026 FA Rate	NEW 2026 Rate Rounded ***
MSW - Ton		N/A	N/A	N/A
MSW - Yard		$44.80	$45.50	$48.50
1/4 Refuse Per Cubic Yard		$11.20	$11.37	$12.25
1/2 Refuse Per Cubic Yard		$22.40	$22.75	$24.25
3/4 Refuse Per Cubic Yard		$33.60	$34.12	$36.50
Minimum Gate Fee - MSW	Up to 3 cans	$8.23	$8.35	$8.75
Per Can Rate - 32 gallon (max of 5-35gal cans) (2 bags equivalent to 1-35 gallon can)	After 3 cans	$8.23	$8.35	$8.75
Green Waste - Yard		$20.31	$20.63	$20.75
Wood Waste - Yard		$20.31	$20.63	$20.75
Treated Wood Waste - Yard			$75.00	$75.00
1/4 Treated Wood Waste Per Cubic Yard			$18.75	$18.75
1/2 Treated Wood Waste Per Cubic Yard			$37.50	$37.50
3/4 Treated Wood Waste Per Cubic Yard			$56.25	$56.25
Appliances - Refrigerators & Freon Appliance		$20.31	$20.63	$20.75
Appliances - Non Freon Appliance (per cubic yard)		$20.31	$20.63	$20.75
Antifreeze (per gallon)		N/A	N/A	N/A
Latex Paint (per gallons		N/A	N/A	N/A
Batteries - Vehicle Only		No Charge	No Charge	No Charge
Oil Filters		N/A	N/A	N/A
Motor Oil		No Charge	No Charge	No Charge
Mattresses		No Charge	No Charge	No Charge
Tires - Passenger Car		$6.68	$6.79	$6.75
Tires - Passenger Car with Rim		$9.25	$9.40	$9.50
Tires - Light Truck		$23.39	$23.76	$23.75
Tires - Light Truck with Rim		$33.67	$34.20	$34.25
Tires - Large Truck (greater than 19")		$23.39	$23.76	$23.75
Tires - Large Truck with Rim(greater than 19")		$33.67	$34.20	$34.25
Tires - Rear Farm Tractor		$51.41	$52.22	$52.25
Tires - Rear Farm Tractor with Rims		$99.23	$100.78	$100.75
Tires - Heavy Equipment		N/A	N/A	N/A
E-Waste - Computers		No Charge	No Charge	No Charge
E-Waste - Televisions		No Charge	No Charge	No Charge
Scrap Metal		$20.31	$20.63	$20.75

* Rates are rounded to the nearest twenty-five cents
** Includes "rent" per Agreement

City of Fort Bragg

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

Text File

File Number: 26-283

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Consent Agenda

In Control: City Council **File Type:** Consent Calendar

Agenda Number: 5E.

Accept Certificate of Completion for the Bainbridge Park Enhancement Project and Direct City Clerk to File Notice of Completion

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

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

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

NOTICE OF COMPLETION

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.

2. The full name of the owner is City of Fort Bragg, a municipal corporation.

3. The nature of the interest of the owner is a fee interest.

4. This project was constructed in accordance with the Contract entitled **Bainbridge Park Enhancement Project** dated April 30, 2025.

5. The name of the contractor of the improvement work is A.B.S. Builders, Inc 1023 Main Street Colusa, Ca 95932**.** The contract was awarded to this firm on April 28, 2025, pursuant to Resolution 4920-2025 by the Fort Bragg City Council.

6. The address of the owner is the City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.

7. On June 12, 2026, Chantell O'Neal, Assistant Director of Engineering, executed a Certificate of Completion for the above-referenced project indicating that this project was completed as of that date. See Certificate of Completion attached hereto as Exhibit A.

State of California)

County of Mendocino)

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

City Council Approval

__June 22, 2026___
(Date)

CITY OF FORT BRAGG

By: _____
Diana Paoli
City Clerk

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

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

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

A.B.S. Builders, Inc
1023 Main Street
Colusa, Ca 95932

Executed on [Date], at Fort Bragg, Mendocino County, California.

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

ATTEST:

_____

Diana Paoli
City Clerk

Docusign Envelope ID: 0FB6B9CC-392B-8BBC-80C3-53A8F7033E61

CITY OF FORT BRAGG
Incorporated August 5, 1889
416 N. Franklin Street, Fort Bragg, CA 95437
Phone: (707) 961-2823 Fax: (707) 961-2802
www.FortBragg.com

CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with A.B.S. Builders, Inc for the Bainbridge Park Enhancement Project dated April 30, 2025, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of April 28, 2025.

It is recommended that the completed project be accepted by the City Council.

Signed by:
Chantell O'Neal
714E1085226D467...

Chantell O'Neal
Assistant Director of Engineering

DATED: June 12, 2026.

EXHIBIT "A"

City of Fort Bragg

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

Text File

File Number: 26-290

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Staff Report

Agenda Number: 5F.

Approve Minutes of June 8, 2026

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

City of Fort Bragg

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, June 8, 2026 | **6:00 PM** | **Town Hall, 363 N. Main Street and Via Video Conference**

CALL TO ORDER

Mayor Godeke called the meeting to order at 6:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

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

CLOSED SESSION REPORT

N/A

AGENDA REVIEW

Mayor Godeke removed 5E from the Agenda.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. 26-253 National Pollinator Week Proclamation

Councilmember Lindy Peters read and presented the Proclamation Honoring National Pollinator Week to be delivered to Garden Club.

1B. 26-254 Juneteenth Freedom Day Proclamation

Mayor Godeke read and presented Proclamation Recognizing Juneteenth Freedom Day Proclamation.

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

(1) Marc Tager, Evan Dick, and Jacob Patterson.
(2) None.
(3) N/A.

3. STAFF COMMENTS

City Manager Isaac Whippy shared Accellus is online, new utility rates effective July 1, extended

offer to new Community Development Director starting in July. City Clerk Diana Paoli announced there are 3 councilmember seats to be filled in General Election on November 3, 2026. The incumbents are Jason Godeke, Marcia Rafanan and Tess Albin-Smith. All seats are four year terms. Nomination period is July 13, 2026, closing on August 7, 2026. If any incumbent chooses not to file papers, then nomination period is extended to August 12, 2026. League of Woman's Voters, Grass Root Institute, and City of Fort Bragg are sponsoring in person only Candidate Education Night at Town Hall, Thursday, June 25, 2026, at 5:30 PM.

4. MATTERS FROM COUNCILMEMBERS

Councilmembers shared upcoming Visit Fort Bragg Committee meeting, successful entertainment zone; committee meetings cancelled this month are Public Works and Finance and Administration; Sonoma Clean Power offering rebates up to $2,500 for customers who install heat pump water heater through March, 2027.

5. CONSENT CALENDAR

Councilmember Albin-Smith pulled Item 5D for discussion.

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that the Consent Calendar be adopted with exception of 5D. The motion carried by the following vote:

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

5A. 26-178 Adopt City Council Resolution Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 3, 2026, for the Election of City Councilmembers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 5028-2026

5B. 26-179 Adopt City Council Resolution Requesting that the Board of Supervisors of the County of Mendocino Consolidate a General Municipal Election to be Held on November 3, 2026, with the Statewide General Election to be Held on that Date Pursuant to §10403 of the Elections Code and to Render Specified Services to the City Relating to the Conduct of Said Election

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 5029-2026

5C. 26-250 Adopt City Council Resolution Establishing the Systems Technician - Transitional (Working Title: Broadband Systems Technician), Non-Exempt, At-Will, Transitional Classification and Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective June 8, 2026

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 5030-2026

5F. 26-258 Adopt City of Fort Bragg and Municipal Improvement District Resolution Approving a Contract Change Order with August-Jaye, Inc. for the Dryer Building Reconstruction Project, City Project No. WWP-00027, Approving Budget Amendment 2025/26-13, and Authorizing City Manager to Execute Contract (Not to Exceed $350,741); Existing Mitigated Negative Declaration.

This Resolution was adopted on the Consent Calendar.

Enactment No: RES ID 504-2026 / RESO 5031-2026

5G. 26-259 Adopt City Council Resolution Approving Second Amendment to Professional Services Agreement with Lumos & Associates for Pump Station Redesign for the Raw Water Line Replacement Project, Project WTR-00016 (Amount Not To Exceed $235,210.65) Subject to City Attorney Approval; No New MND or EIR is required pursuant to 15162 and Categorical Exemptions 15061(b)(3), 15304

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 5032-2026

5H. 26-260 Adopt City Council Resolution Approving Contract Change Order No. 6 with A.B.S. Builders, Inc. for the Bainbridge Park Enhancement Project (City Project No. PWP-00096) and Authorizing City Manager to Execute Contract (Not to Exceed $1,638,125.95); CEQA Exemptions 15301(d), 15303, 15304, and 15332

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 5033-2026

5I. 26-262 Adopt City Council Resolution Approving the Side Letter Agreements between the City of Fort Bragg and the Fort Bragg Police Association and Fort Bragg Employees Organization Authorizing the City Manager to Execute same for Purposes of Revising the City's Personnel Rules and Regulations Section 18

This Resolution was approved on the Consent Calendar.

Enactment No: RES 5034-2026

5J. 26-251 Receive and File Minutes of the Visit Fort Bragg Committee Meeting of April 14, 2026

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

5K. 26-255 Approve Special Meeting of May 26, 2026

These Minutes was approved on the Consent Calendar.

5L. 26-256 Approve Minutes of May 26, 2026

These Minutes were approved on the Consent Calendar.

ITEM REMOVED FROM THE AGENDA

5E. 26-228 Adopt City Council Resolution Approving Third Amendment to Professional Services Agreement with Lumos & Associates for Construction Management Services for 2025 Streets and Stop Gap Projects and Authorizing the City Manager to Execute Contract (Amount Not To Exceed $364,150) CEQA Exemption 15301 (c)

Mayor Godeke removed this item from the Agenda.

ITEM PULLED FROM THE CONSENT CALENDAR

5D. 26-261 Adopt Memorandum of Understanding Granting a Non Exclusive License of South Lincoln Street Community Garden Property at C.V. Starr Center

Councilmember Tess Albin-Smith pulled to ask clarifying questions and the City Council requested Garden Club to provide a report at a future council meeting.
Public Comment: Jacob Patterson

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Hockett, that the MOU is approved. The motion carried by the following vote:

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

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

Councilmember Peters shared he spoke with Fire Chief Steve Orsi.

7. PUBLIC HEARING

7A. 26-237 Receive a Report, Hold a Public Hearing to Present the City of Fort Bragg Vacancy Report 2026, a Comprehensive Overview of Job Vacancies, Recruitment, and Retention Efforts, as Required by Assembly Bill 2561.

Mayor Godeke introduced Item 7A. Human Resources Manager Juli Mortensen presented staff report including Vacancy Report and Overview of Job Vacancies, Recruitment, and Retention efforts as required by Assembly Bill 2561.
Public Comment: None.

8. CONDUCT OF BUSINESS

8A. 26-264 Receive Report on Historical Fort Bragg Fire Safety Protection Funding, Discuss Current Long-Term Local Fire Funding Needs, and Consider Approval of Professional Services Agreements with Lew Edwards and FM3 Research

Mayor Godeke introduced Item 8A. City Manager Isaac Whippy presented staff report. Fire Chief Steve Orsi was present to answer clarifying questions by Councilmembers. Curtis Below of FM3 and Catherine Lew of Lew Edwards were available to answer clarifying questions.
Public Comment: Jacob Patterson and Paul Clark.
Direction: Councilmembers directed not to proceed with FM3 or Lew Edwards professional services.

9. CLOSED SESSION

ADJOURNMENT

Mayor Godeke adjourned the meeting at 7:30 PM.

_____
JASON GODEKE, MAYOR

_____
Diana Paoli, 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: 26-292

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Resolution

Agenda Number: 8A.

Receive Report and Consider Adoption of City Council Resolution Submitting a Fort Bragg Fire Protection Measure to the Voters at the November 3, 2026 General Municipal Election, Reiterating the City's Request that the Election be Consolidated with Other Elections Held on that Date and Taking Certain Related Actions

CITY COUNCIL STAFF REPORT

TO: **City Council** **DATE: June 22, 2026**

DEPARTMENT: **City Manager's Office**

PREPARED BY: **Isaac Whippy, City Manager**

PRESENTER: **Isaac Whippy, City Manager & Steve Orsi Fire Chief**

AGENDA TITLE: **Receive Report and Consider Adoption of City Council Resolution Submitting a Fort Bragg Fire Protection Measure to the Voters at the November 3, 2026 General Municipal Election, Reiterating the City's Request that the Election be Consolidated with Other Elections Held on that Date and Taking Certain Related Actions**

RECOMMENDATION

That the City Council:

1. Receive a report regarding the City's fire apparatus and equipment replacement needs;
2. Adopt a Resolution of the Fort Bragg City Council Submitting a Measure to the Voters at the November 3, 2026 General Municipal Election, Reiterating the City's Request That the Election Be Conslidated with Other Elections Held on That Date and Taking Certain Related Actions

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BACKGROUND

Providing reliable fire protection services requires ongoing investment in fire engines, rescue equipment, communications systems, firefighter safety equipment, and other critical public safety infrastructure.

For many years, fire protection services within the greater Fort Bragg area were provided through the Fort Bragg Fire Protection Authority (FBFPA), a Joint Powers Authority established in Fiscal Year 1989/90 between the City of Fort Bragg and the Fort Bragg Rural Fire Protection District. The Authority was responsible for providing coordinated fire suppression, rescue, and emergency response services throughout the community. Funding responsibilities were shared between the City and the Rural Fire District based upon service demand.

To help maintain reliable fire apparatus and emergency response equipment, Fort Bragg voters have repeatedly approved a Fire Equipment Acquisition Tax. The tax was approved

by voters in 1983, 1994, 2004, and most recently in 2014. At each election, the measure received more than two-thirds voter approval. The most recent measure, Measure O, was approved by approximately 78 percent of voters and authorized a Fire Equipment Acquisition Tax of $22 per parcel annually for a period of ten years. The measure generated approximately $53,274 annually and expired in December 2024.

The purpose of the tax has remained consistent throughout its history: providing a dedicated local funding source for the acquisition and replacement of fire apparatus and emergency response equipment used to protect the community.

DISCUSSION AND ANALYSIS

The City's fire apparatus fleet represents one of its most important public safety investments. Fire engines, water tenders, command vehicles, rescue equipment, communications systems, and firefighter safety equipment are essential tools used every day to protect lives and property.

Since the approval of Measure O in 2014, the cost of fire apparatus and equipment has increased significantly. A replacement fire engine can now exceed $1 million, while lead times for new apparatus often extend several years.

The Fire Department's current replacement schedule identifies approximately $5.5 million in apparatus and equipment replacement needs over the next ten years. These needs include fire engines, water tenders, command vehicles, rescue equipment, marine rescue equipment, communications equipment, and firefighter safety equipment.

The proposed measure would reauthorize the Fire Equipment Acquisition Tax for an additional ten-year period at a rate of $50 per parcel annually beginning in Fiscal Year 2027-28 and ending in Fiscal Year 2036-37. Revenue generated by the measure would be restricted exclusively to the acquisition of fire equipment for use by the Fort Bragg Fire Department and would be deposited into a separate account. Annual reporting requirements are included to ensure transparency and accountability.

Based upon current parcel counts, the proposed measure is expected to generate approximately $123,900 annually, or approximately $1.24 million over the ten-year life of the measure.

Approval of the resolution does not impose the tax. Rather, it places the question before Fort Bragg voters at the November 3, 2026 General Municipal Election.

Fort Bragg voters have a long history of supporting dedicated funding for fire apparatus and emergency response equipment. The Fire Equipment Acquisition Tax has provided a reliable local funding source for more than four decades and has helped ensure the Fire Department maintains the equipment necessary to protect the community.

The proposed measure would allow voters to determine whether to continue that investment for an additional ten years and help address the Fire Department's future apparatus and equipment replacement needs.

FISCAL IMPACT

The proposed Fire Equipment Acquisition Tax would be levied at $50 per parcel annually on approximately 2,478 taxable parcels within the City of Fort Bragg.

If approved by the voters, the measure is expected to generate approximately $123,900 annually, or approximately $1.24 million over the ten-year life of the measure. Revenue would be restricted solely to the acquisition and replacement of fire apparatus and equipment for use by the Fort Bragg Fire Department.

The Fire Department's current replacement schedule identifies approximately $5.5 million in apparatus and equipment replacement needs over the next ten years, including fire engines, water tenders, command vehicles, rescue equipment, marine rescue equipment, communications equipment, and firefighter safety equipment.

Item	Amount
Taxable Parcels in Fort Bragg	2,478
Proposed Annual Tax	$50
Annual Revenue	**$123,900**
10-Year Revenue	$1,239,000
10-Year Replacement Need	$2,750,000
Funding Gap	$1,511,000

The City will incur election-related costs associated with placing the measure on the November 3, 2026 ballot. Staff anticipates these costs can be accommodated within the Fiscal Year 2026-27 budget.

CONSISTENCY/STRATEGIC PLANNING

This item is consistent with the City Council Strategic Plan goal of Public Safety and Emergency Preparedness.

Reliable fire apparatus and emergency response equipment are essential components of the City's emergency response system and help ensure the City can continue providing effective fire protection services to residents, businesses, and visitors.

ENVIRONMENTAL DETERMINATION

Pursuant to CEQA Guidelines Section 15378(b)(4), the creation of government funding mechanisms and fiscal activities that do not involve commitment to a specific project are not projects subject to CEQA.

ATTACHMENTS

1. Resolution Submitting a Fire Equipment Acquisition Tax Measure to the Voters
2. Proposed Ordinance Amending Chapter 3.30 of the Fort Bragg Municipal Code Regarding the Fire Equipment Acquisition Tax
3. Fire Apparatus and Equipment Replacement Schedule
4. Historical Summary of Fire Equipment Acquisition Tax Measures
5. Notice of Last Day to Submit Arguments
6. Notice of Election

RESOLUTION NO. _____*-2026*

A RESOLUTION OF THE FORT BRAGG CITY COUNCIL SUBMITTING A MEASURE TO THE VOTERS AT THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION, REITERATING THE CITY'S REQUEST THAT THE ELECTION BE CONSOLIDATED WITH OTHER ELECTIONS HELD ON THAT DATE AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, the effectiveness of the Ft. Bragg Fire Department is critically important to the City and its residents; and

WHEREAS, the Ft. Bragg Fire Department relies on fire engines and other equipment to perform its duties; and

WHEREAS, the City has traditionally funded the acquisition of fire equipment for the Ft. Bragg Fire Department through a fire equipment acquisition tax that is collected annually on the property tax rolls pursuant to Chapter 3.30 of the Municipal Code; and

WHEREAS, the fire equipment acquisition tax has been approved by the City's voters at elections in 1983, 1994, 2004, and 2014; and

WHEREAS, at each election, more than two-thirds of the voters casting votes on the measure chose to approve the tax; and

WHEREAS, the voters traditionally have approved the tax to be levied only for a fixed period of years; and

WHEREAS, the City Council desires that the tax be reauthorized for an additional ten years at a new rate; and

WHEREAS, pursuant to the California Constitution, voter approval is required to impose, increase or extend a tax; and

WHEREAS, by prior resolution, the City Council has called a General Municipal Election for November 3, 2026; and

WHEREAS, by prior resolution, the City Council has requested that the General Municipal Election be consolidated with other elections held on the same date; and

WHEREAS, the City Council desires to submit to the voters at the General Municipal Election an ordinance extending the fire equipment acquisition tax.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby resolve, declare, determine and order as follows:

1. The recitals set forth above are true and correct.
2. Pursuant to Section 9222 of the Elections Code and Section 53724 of the Government Code, the ordinance attached hereto as Exhibit “A” and incorporated herein by reference, (the “Proposed Ordinance”) shall be submitted to the voters at the November 3, 2026 General Municipal Election (the “Election”).
3. The question submitted regarding the Proposed Ordinance shall appear on the ballot as follows:

Fort Bragg Fire Protection Measure. To maintain reliable local fire protection services; replace aging fire engines and emergency response equipment; keep funds locally controlled and unavailable for State use; and require annual audit and public reporting, shall the City of Fort Bragg reauthorize a $50 annual parcel tax for 10 years, generating approximately $123,900 annually?	Yes
	No

4. Adoption of this measure requires a two-thirds vote of those voting on the matter. The type of tax, rate of tax, and manner of collection are set forth in the Proposed Ordinance.
5. The City Clerk is instructed to transmit the Proposed Ordinance to the City Attorney along with a request that an impartial analysis be prepared pursuant to Elections Code Section 9280.
6. The City Council reiterates its prior call and order of the Election to be held in the City of Fort Bragg, California, on Tuesday, November 3, 2026.
7. The ballots to be used at the election shall be in form and content as required by law.
8. The City Clerk is authorized, instructed, and directed to coordinate with the Mendocino County Elections Office to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the Election.
9. The polls for the election shall be open at seven o’clock a.m. on the date of the election and shall remain open continuously from that time until eight o’clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Sections 14212 and 14401.
10. In all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding municipal elections.
11. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the Election in time, form and manner as required by law.

12. The City Council authorizes the City Clerk to take any necessary actions to administer the Election. All reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

13. The City Council reiterates its request, pursuant to the requirements of Elections Code Section 10403, that the Board of Supervisors of the County of Mendocino consent and agree to the consolidation of the Election with the Statewide General Election on Tuesday, November 3, 2026.

14. The County Elections Department is authorized to canvass the returns of the General Municipal Election. The Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The Election will be held and conducted in accordance with the provisions of law regulating the statewide election, including, without limitation Elections Code Section 10418.

15. The Board of Supervisors is requested to issue instructions to the Mendocino County Elections Department to take any and all steps necessary for the holding of the consolidated election.

16. The City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for all costs.

17. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Mendocino County Elections Office.

18. Pursuant to Section 9282 of the Elections Code of the State of California, the City Council, or any member or members of the City Council authorized by the body, or any individual voter who is eligible to vote on the measure or bona fide association of citizens, or any combination of voters and associations, may file a written argument, not to exceed 300 words in length, accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, for or against the measure. In the event that more than one argument for or against a measure is timely submitted, the City's elections official shall give preference and priority first, to arguments submitted by member(s) of the City Council, as authorized by this Resolution, and second, to individual voters, bona fide associations, or a combination thereof, in the order set forth in Section 9287 of the Elections Code.

19. Members of the City Council are authorized to submit a written argument in support of the measures submitted to the voters by this Resolution.

20. The City Council elects to authorize rebuttal arguments pursuant to Elections Code Section 9285. When the City's elections official has selected the arguments for and against the measure to be printed and distributed to the voters, the elections official shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The author or a majority of the authors of an argument relating to the foregoing city measure may prepare and

submit a rebuttal argument not to exceed two hundred and fifty (250) words in length. A rebuttal argument may not be signed by more than five (5) authors. The rebuttal arguments shall be filed with the City Clerk not more than ten (10) days after the final date for filing direct arguments. Rebuttal arguments shall be printed in the same manner as direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

21. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

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 22nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

_____
JASON GODEKE
Mayor

ATTEST:

_____
Diana Paoli
City Clerk

Attachment “A”
Proposed Ordinance

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE AMENDING CHAPTER 3.30 OF THE MUNICIPAL CODE REGARDING THE FIRE EQUIPMENT ACQUISITION TAX

ORDINANCE NO. _____

WHEREAS, the effectiveness of the Ft. Bragg Fire Department is critically important to the City and its residents; and

WHEREAS, the Ft. Bragg Fire Department relies on fire engines and other equipment to perform its duties; and

WHEREAS, the City has traditionally funded the acquisition of fire equipment with a fire equipment acquisition tax that is collected annually on the property tax rolls pursuant to Chapter 3.30 of the Municipal Code; and

WHEREAS, the fire equipment acquisition tax has been approved by the City's voters at elections in 1983, 1994, 2004, and 2014; and

WHEREAS, at each election, more than two-thirds of the voters casting votes on the fire equipment acquisition tax measure chose to approve the tax; and

WHEREAS, the voters traditionally have approved the fire equipment acquisition tax to be levied only for a fixed period of years; and

WHEREAS, the People of the City of Ft. Bragg desire to reauthorize the fire equipment acquisition tax for ten years.

NOW, THEREFORE, the People of the City of Ft. Bragg ordain as follows:

Section 1. The Fort Bragg Municipal Code Chapter 3.30 is hereby amended and restated in its entirety as follows:

"Chapter 3.30

FIRE EQUIPMENT ACQUISITION TAX

Sections:

3.30.010 Short title and purpose.
3.30.020 Authorization to levy special fire equipment acquisition tax.
3.30.030 Use of tax proceeds and accountability measures.
3.30.040 Collection.
3.30.050 Unexpended residue.
3.30.060 Duration.
3.30.070 Amendment.

3.30.010 SHORT TITLE AND PURPOSE

This chapter may be referred to as the City of Ft. Bragg Fire Equipment Acquisition Tax Ordinance. The purpose of this chapter is solely to raise funds for the specific purpose set forth in this chapter and not for regulation. The dedicated parcel tax imposed by this subchapter is neither an ad valorem tax on real property nor a transaction or sales tax on the sale of property.

3.30.020 IMPOSITION OF SPECIAL TAX.

A. There is hereby imposed an annual Fire Equipment Acquisition Tax on each parcel of real property within the City, exempting only those parcels which the City lacks the authority to tax.

B. The rate of the Fire Equipment Acquisition Tax shall be $50 per parcel per year.

3.30.030 USE OF TAX PROCEEDS AND ACCOUNTABILITY MEASURES.

A. Proceeds of the Fire Equipment Acquisition Tax shall be used solely for the acquisition of fire equipment for use by the Ft. Bragg Fire Department.

B. To ensure that the proceeds are used only for this authorized purpose, such proceeds shall be accounted for and paid into a special fund or account designated for this purpose.

C . The City Treasurer shall file a report with the City Council at least once a year stating the amount of funds collected and expended and the status of the acquisition of fire equipment.

3.30.040 COLLECTION.

A. The City Council shall annually approve, by resolution, the collection of the Fire Equipment Acquisition Tax.

B. Except where the City Council provides otherwise, the Fire Equipment Acquisition Tax shall be collected on the property tax roll in the same manner and subject to the same penalties and interest as other taxes collected by Mendocino County on behalf of the City. The County may deduct its reasonable costs incurred for the service before remittal of the balance to the City.

3.30.050 UNEXPENDED RESIDUE.

Unexpended residue of any money raised by the City under this chapter in any fiscal year may only be used in a succeeding year for the purposes stated in this chapter.

3.30.060 DURATION.

A. The initial levy of the Fire Equipment Acquisition Tax imposed by his chapter shall be in fiscal year 2027-28.

B. The final year of the levy shall be fiscal year 2036-37.

3.30.070 AMENDMENT.

The City Council may amend this chapter; however voter approval by a two-thirds vote of the electorate is required for any amendment that would (a) increase the rate of the Fire Equipment Acquisition Tax; (b) extend the levy of the tax beyond fiscal year 2036-37; or (c) change the permitted uses of tax proceeds.

Section 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the chapter.

The foregoing Ordinance was approved by the People of the City of Ft. Bragg at the November 3, 2026 General Municipal Election.

_____

JASON GODEKE

Mayor

Attest:

_____

Diana Paoli
City Clerk

FBFD List of Vehicles with Estimated Replacement Cost
As of April 2026:
These estimates will be higher at time of replacement

Engine	Estimated Replacement Cost
8356	$300,000
8361	$400,000
8331	$250,000
8385	$750,000
8320	$80,000
8340	$85,000
8300	$80,000
8391	$280,000
8381	$750,000
8360	$400,000
8301	$80,000
8386	$1,000,000
8390	$280,000
8380	$750,000
SCBA Fill Trailer	$80,000
Zodiac Boat	$60,000
ATV	$15,000

RESOLUTION NO. 3709-*2014*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CALLING AND GIVING NOTICE OF A GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014 FOR THE ELECTION OF CITY COUNCILMEMBERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR SUBMITTAL OF A QUESTION TO THE VOTERS RELATING TO CONTINUING AND INCREASING THE LEVY OF A SPECIAL TAX FOR THE ACQUISITION OF FIRE EQUIPMENT; ESTABLISHING POLICIES AND PROCEDURES IN CONNECTION WITH SUCH AN ELECTION; AND REQUESTING THE SERVICES OF THE REGISTRAR OF VOTERS IN CONDUCTING SAID ELECTION

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Election shall be held on Tuesday, November 4, 2014 for the election of City Councilmembers; and

WHEREAS, the City Council also desires to submit to the voters a question relating to continuing and increasing the levy of a special tax for the acquisition of fire equipment; and

WHEREAS, on November 6, 1996, the voters of California approved Proposition 218, which added Articles XIIC to the California Constitution, Section 2(c) of which requires that any special tax must be approved by a two-thirds vote of the voters voting on the issue of the imposition of the tax; and

WHEREAS, the City requests the Mendocino County Board of Supervisors to consolidate the City's election with the Gubernatorial General Election.

WHEREAS, based on all of the information presented to the City Council, both written and oral, including the staff reports, minutes, and other relevant materials (hereafter the "Record"), the City Council finds that under CEQA Guidelines 15060(c)(3) and 15378(b)(3), the proposed parcel tax does not constitute a project under CEQA and therefor review under CEQA is not required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby resolve, declare, determine and order as follows:

Section 1 – Order Calling for a General Election

A. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Fort Bragg, California, on Tuesday, November 4, 2014, a General Election for the purpose of electing three (3) members of the City Council for the full term of four (4) years.

B. That the City Council, pursuant to its right and authority, does order submitted to the

voters at the General Election the following question:

To maintain the City's fire suppression capabilities and its program to replace fire trucks and equipment on a schedule that keeps response times low, with positive effects on property owner insurance rates, shall the expiring Fire Equipment Tax Levy be extended for 10 years and the rate increased to $22 per parcel with all revenue restricted to those local purposes?	Yes	
	No	

C. That the full text of the proposed ordinance to be submitted to the voters is attached as Exhibit A (the "Ordinance"). If two-thirds of the qualified voters voting on the Ordinance shall vote in favor therefore, the Ordinance shall be deemed adopted and shall be effective July 1, 2015.

D. The election shall be held and conducted and the votes thereof canvassed and returns thereof made and the results thereof ascertained and determined as provided by law for the holding of municipal elections in the City.

Section 2 – Request for Election Services

A. Pursuant to the requirements of Section 10403 of the California Elections Code, the Mendocino County Board of Supervisors is hereby requested to consent and agree to the consolidation of the City's General Election with the Gubernatorial General Election on Tuesday, November 4, 2014.

B. That the county elections department is authorized to canvass the returns of the General Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

C. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

D. That the City of Fort Bragg recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

E. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Mendocino.

F. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 3 – Designation of Duties

A. The County Clerk, in conducting the City's election is requested to provide the following services:

1. Establish precinct boundaries to coincide with the Gubernatorial General Election;

2. Designate polling places and appoint election officers;

3. Notify election officers of their appointment and instruct inspectors concerning their duties;

4. Hire and pay election officers;

5. Arrange for the availability of polling places and all supplies necessary for casting ballots, and setting up voting booths;

6. Publish lists of precincts, election officers, polling places, and the hours that polls will be open;

7. Verify signatures appearing on candidate's nomination papers;

8. Provide sample ballots to each voter;

9. Receive absentee voter applications; supply absentee voter ballots to applicants; accept absentee voter ballot returns; retain custody of absentee voter ballots; count absentee voter ballots;

10. Provide Certificate of County Clerk as to Result of the Canvass, for approval by the Fort Bragg City Council.

B. The City Clerk in conducting the City's election shall provide the following services:

1. Publish the Notice of Election;

2. Publish Notice of Nominees as required by law;

3. Distribute and receive nomination papers;

4. Receive Candidate's Statement;

5. Receive campaign statements and disclosure statements as required by law;

6. Receive ballot arguments, impartial analysis, and rebuttal arguments.

Section 4 – Ballot Arguments

A. The last day for submission of direct arguments for or against the measure shall be by 5:00 p.m. on Friday, July 18, 2014.

B. The last day for submission of rebuttal arguments for or against the measure shall be by 5:00 p.m. on Monday, July 28, 2014.

C. Direct arguments shall not exceed three hundred (300) words.

D. Rebuttal arguments shall not exceed two hundred fifty (250) words.

E. The City Attorney shall prepare an impartial analysis of the Ordinance showing the effect of the Ordinance on the existing law and the operation of the Ordinance. The impartial analysis shall be filed by 5:00 p.m. on July 18, 2014.

F. Pursuant to Elections Code Section 9282(b), Mayor Turner and Councilmember Deitz are hereby authorized to prepare and file a written argument in favor of the proposed Ordinance, not to exceed 300 words, on behalf of the City Council. The argument may be signed by the Council as a whole and may also be signed by representatives of bona fide associates or by individual voters who are eligible to vote. However, the total number of signatures in support of the Ordinance shall not exceed five.

G. Pursuant to Elections Code Section 9285(a), Mayor Turner and Councilmember Deitz are hereby authorized to prepare and file a written rebuttal argument in response to any written argument that is submitted opposing the proposed Ordinance, not to exceed 250 words, on behalf of the City Council. The rebuttal may be signed by the Council as a whole and may also be signed by representatives of bona fide associates or by individual voters who are eligible to vote. However, the total number of signatures in support of the Ordinance shall not exceed five.

H. Pursuant to Section 9285 of the California Elections Code, when the City Clerk has selected the arguments for and against the Ordinance, which arguments will be printed and distributed to the voters, the City Clerk shall send copies of the arguments in favor of the Ordinance to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument, which it seeks to rebut.

I. The provisions of Section 9285(a) of the Elections Code relating to arguments are hereby adopted and made applicable.

Section 5 – Direction to City Clerk

The City Clerk is directed to forward without delay a certified copy of this resolution to the Board of Supervisors and to the County Elections Department. The City Clerk is hereby authorized and directed to take all steps necessary to place the Ordinance on the ballot and to cause the Ordinance to be printed. A copy of the Ordinance shall be made available to any voter upon request.

The above and foregoing Resolution was introduced by Councilmember Deitz, seconded by Councilmember Hammerstrom, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of June, 2014, by the following vote:

AYES:	**Councilmembers Courtney, Deitz, Hammerstrom, Kraut, and Mayor Turner.**
NOES:	**None.**
ABSENT:	**None.**
ABSTAIN:	**None.**

DAVE TURNER,
Mayor

ATTEST:

Cynthia M. VanWormer, MMC
City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE CONTINUING CHAPTER 3.30 OF THE FORT BRAGG MUNICIPAL CODE AUTHORIZING THE LEVY OF A SPECIAL TAX FOR THE ACQUISITION OF FIRE EQUIPMENT AND ALLOWING FOR THE EXPENDITURE OF FUNDS DERIVED FROM SUCH TAX

ORDINANCE NO. 910-2014

WHEREAS, Chapter 3.30 ("Fire Equipment Tax Levy and Expenditure") of the Fort Bragg Municipal Code, a measure which was originally passed by two-thirds of the voters voting on the proposition at an election held on Tuesday, November 8, 1983, shall expire with the fiscal year 2014-15 ending June 30, 2015; and

WHEREAS, the City Council wishes to increase the Fire Equipment Tax levy from $18 to $22 per parcel; and

WHEREAS, it is the intent of the Fort Bragg City Council in passing this Ordinance to continue for ten (10) years the parcel tax for Fire Equipment Tax Levy and Expenditure. The tax has raised sufficient funds to undertake a fire equipment acquisition program that has been beneficial in strengthening the fire suppression capabilities of the Fort Bragg Fire Department, but additional funds are necessary for the City to able to maintain the fire equipment acquisition program; and

WHEREAS, if a measure approving the continuation and increase of this tax is passed by two-thirds of the voters voting on the proposition at an election held on Tuesday, November 4, 2014, this Ordinance shall take effect on July 1, 2015.

NOW, THEREFORE, the City Council ordains as follows:

Section 1. The Fort Bragg Municipal Code Chapter 3.30 is hereby amended and restated in its entirety as follows:

"Chapter 3.30

FIRE EQUIPMENT TAX LEVY AND EXPENDITURE

Sections:

3.30.010 Authority to adopt measure.
3.30.020 Authorization to levy special fire equipment acquisition tax.
3.30.030 Tax rate/method of assessment.
3.30.040 Collection.
3.30.050 Funding and expending proceeds.
3.30.060 Increase appropriations limit.
3.30.070 Unexpended residue.
3.30.080 Severability.
3.30.090 Duration, amendment or repeal.

3.30.010 AUTHORITY TO ADOPT MEASURE.

This chapter and the tax authorized in this chapter is adopted pursuant to the provisions of Cal. Government Code Article 3.5 of Chapter 1 of Part 1 of Division 1 of Title 5 (§§ 50075 through 50077.5), and the California Constitution Article XIII(B), Section 4.

3.30.020 AUTHORIZATION TO LEVY SPECIAL FIRE EQUIPMENT ACQUISITION TAX.

In any fiscal year commencing on or after 7-1-2015, the City Council shall levy a special tax for the fiscal year on each parcel of real property within the City in the manner provided in this chapter. This special tax shall be in addition to the annual tax rate allowed by law. Revenues derived from the special tax shall be used exclusively for the acquisition of fire equipment for use by the Fire Department.

3.30.025 USE OF TAX PROCEEDS AND ACCOUNTABILITY MEASURES.

All proceeds of the tax levied and imposed hereunder shall be accounted for and paid into a special fund or account designated only for the acquisition of fire equipment for use by the Fire Department. Pursuant to Cal. Government Code § 50075.3, the City Treasurer shall file a report with the City Council at least once a year stating the amount of funds collected and expended, and the status of the acquisition of fire equipment as authorized by this chapter. This section is intended to satisfy the accountability requirements of Cal. Government Code §§ 50075.1 and 50075.3.

3.30.030 TAX RATE/METHOD OF ASSESSMENT.

In any fiscal year commencing on or after 7-1-2015, the City Council shall, by resolution, fix a special tax upon all parcels within the City in an amount of $22 per parcel of real property within the City not exempted by law for purposes of acquisition of fire equipment.

3.30.040 COLLECTION.

The City Council may elect to have any special tax authorized under this chapter collected either by the City, or in the alternative, by the Tax Collector of the county.

3.30.050 FUNDING AND EXPENDING PROCEEDS.

Proceeds of any tax levied under this chapter shall be set apart in a special fund and expended only for the purpose of acquisition of fire equipment for use by the Fire Department, after deducting the costs of the 11-4-2014 special election.

3.30.060 INCREASE APPROPRIATIONS LIMIT.

Pursuant to California Constitution Article XIII(B), the appropriations limit for the City will be increased by the aggregate sum collected by levy of this special tax in each of the years covered by this chapter.

3.30.070 UNEXPENDED RESIDUE.

Unexpended residue of any money raised by the City under this chapter in any fiscal year may only be used in a succeeding year for the purposes stated in this chapter.

3.30.080 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, such decision shall not affect the validity of the remaining portions of the chapter.

3.30.090 DURATION, AMENDMENT OR REPEAL.

A. The authorization to levy a tax under this chapter shall expire with the fiscal year ending 6-30-2025. This chapter, or any provision thereof, may only be amended or repealed by approval of 2/3 of the voters voting on the proposition at any initiative or referendum election.

B. This chapter shall be adopted and go into effect on 07-01-2015 if it is approved by two-thirds of the voters voting on the proposition at an election to be held on Tuesday, 11-4-2014, and if the City Council has declared that the measure was approved by 2/3 of the voters voting thereon.

Section 2. It is the intent of the Fort Bragg City Council in passing this Ordinance to continue for ten (10) years the Fire Equipment Tax Levy and Expenditure Ordinance as approved by a two-third vote of the voters voting on the proposition at an election that was held on Tuesday, November 8, 1983. It is also the intent of the Fort Bragg City Council to increase the levy from $18 to $22. This tax has raised sufficient funds to undertake a fire equipment acquisition program that has been beneficial and strengthened the fire suppression capabilities of the Fort Bragg Fire Department.

Section 3. This Ordinance shall become effective on July 1, 2015 as a tax measure, subject to its approval by the voters provided herein, and shall be retained on file in the Office of the City Clerk.

Section 4. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause it to be published at least once in a newspaper of general circulation published and circulated in the City of Fort Bragg.

The foregoing Ordinance was introduced by Councilmember Courtney at a regular meeting of the City Council of the City of Fort Bragg held on June 9, 2014, and adopted at a regular meeting of the City of Fort Bragg held on June 23, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dave Turner,
Mayor

ATTEST:

_____
Cynthia M. VanWormer, MMC
City Clerk

PUBLISH: **July 3, 2014.**

RESOLUTION NO. 2767-*2004*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 2, 2004, FOR THE ELECTION OF CITY COUNCILMEMBERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO CONTINUING THE LEVY OF A SPECIAL TAX FOR THE ACQUISITION OF FIRE EQUIPMENT

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 2, 2004, for the election of City Councilmembers; and

WHEREAS, the City Council also desires to submit to the voters a question relating to continuing the levy of a special tax for the acquisition of fire equipment; and

WHEREAS, the City, by separate resolution, will be requesting the Mendocino County Board of Supervisors to consolidate the City's election with the Statewide General Municipal Election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby resolve, declare, determine and order as follows:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Fort Bragg, California, on Tuesday, November 2, 2004, a General Municipal Election for the purpose of electing two (2) members of the City Council for the full term of four (4) years.

SECTION 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

Shall a tax measure be approved to continue the levy of a special tax in the amount of $18 per parcel for the acquisition of fire equipment?	Yes	
	No	

SECTION 3. That the full text of the proposed ordinance to be submitted to the voters is attached as Exhibit A (the "Ordinance"). If two-thirds of the qualified voters voting on the Ordinance shall vote in favor therefore, the Ordinance shall be deemed adopted and shall be effective July 1, 2005.

SECTION 4. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 5. That the City Clerk is authorized, instructed and directed to:

A. Furnish, distribute and receive all nomination papers;
B. Receive Candidate's Statements pursuant to Election Code Section 10012;
C. Receive Code of Fair Campaign Practice Statements;
D. Receive Disclosure Statements as required.

SECTION 6. That the County Clerk is directed to and shall conduct the election pursuant to the appropriate provisions of State law.

SECTION 7. That the polls for the election shall be open at seven o'clock a.m. of the date of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except provided in Section 14401 of the Elections Code of the State of California.

SECTION 8. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 10. Ballot Arguments

A. The last day for submission of direct arguments for or against the measure shall be by 5:00 p.m. on ~~July 27, 2004~~ July 16, 2004.

B. The last day for submission of rebuttal arguments for or against the measure shall be 5:00 p.m. on ~~August 6, 2004~~ July 26, 2004.

C. Direct arguments shall not exceed three hundred words.

D. Rebuttal arguments shall not exceed two hundred fifty words.

E. The City Attorney shall prepare an impartial analysis of the Ordinance showing the effect of the Ordinance on the existing law and the operation of the Ordinance. The impartial analysis shall be filed by the date set by the City Clerk for the filing of direct arguments.

F. Mayor Melo and Councilmember Peters are hereby authorized to prepare a written argument in favor of the proposed ordinance, not to exceed 300 words, on behalf of the City Council. The argument may be signed by the Council as a whole and may also be signed by bona fide associates or by individual voters who are eligible to vote. However, the total number of signatures in support of the ordinance shall not exceed five.

G. Mayor Melo and Councilmember Peters are hereby authorized to prepare a written rebuttal argument in response to any written argument that is submitted opposing the proposed ordinance, not to exceed 250 words, on behalf of the City Council. The rebuttal may be signed by the Council as a whole and may also be signed by bona fide associates or by individual voters who are eligible to vote. However, the total number of signatures in support of the ordinance shall not exceed five.

H. Pursuant to Section 9285 of the California Elections Code, when the City Clerk has selected the arguments for and against the Ordinance, which arguments will be printed and distributed to the voters, the City Clerk shall send copies of the arguments in favor of the Ordinance to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each

rebuttal argument shall immediately follow the direct argument, which it seeks to rebut.

I. The provisions of Section 9220 of the Elections Code relating to arguments by the legislative body against a proposed Ordinance are hereby deemed inapplicable.

SECTION 11. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

The above and foregoing Resolution was introduced by Councilmember Peters, seconded by Councilmember Baltierra, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 14th day of June, 2004, by the following vote:

AYES: **Councilmembers Gjerde, Baltierra, Peters, Turner, and Mayor Melo.**
NOES: **None.**
ABSENT: **None.**

JERE MELO,
Mayor

ATTEST:

Cynthia M. VanWormer
City Clerk

EXHIBIT "A"

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE CONTINUING CHAPTER 3.30 OF THE FORT BRAGG MUNICIPAL CODE AUTHORIZING THE LEVY OF A SPECIAL TAX FOR THE ACQUISITION OF FIRE EQUIPMENT AND ALLOWING FOR THE EXPENDITURE OF FUNDS DERIVED FROM SUCH TAX

ORDINANCE NO. 844-2004

WHEREAS, Chapter 3.30 ("Fire Equipment Tax Levy and Expenditure") of the Fort Bragg Municipal Code, a measure which was originally passed by two-thirds of the voters voting on the proposition at an election held on Tuesday, November 8, 1983, shall expire with the fiscal year 2004-05 ending June 30, 2005; and

WHEREAS, it is the intent of the Fort Bragg City Council in passing this Ordinance to continue for ten (10) years the measure for Fire Equipment Tax Levy and Expenditure as this tax has raised sufficient funds to undertake a fire equipment acquisition program that has been beneficial in strengthening the fire suppression capabilities of the Fort Bragg Fire Department; and

WHEREAS, if a measure approving the continuation and increase of this tax is passed by two-thirds of the voters voting on the proposition at an election held on Tuesday, November 2, 2004, this Ordinance shall take effect on July 1, 2005.

THE CITY COUNCIL OF THE CITY OF FORT BRAGG DOES ORDAIN AS FOLLOWS:

Section 1. The Fort Bragg Municipal Code Chapter 3.30 is hereby continued and is set forth in its entirety as follows:

"Chapter 3.30

FIRE EQUIPMENT TAX LEVY AND EXPENDITURE

Sections:

3.30.010 Authority to adopt measure.
3.30.020 Authorization to levy special fire equipment acquisition tax.
3.30.030 Tax rate/method of assessment.
3.30.040 Collection.
3.30.050 Funding and expending proceeds.
3.30.060 Increase appropriations limit.
3.30.070 Unexpended residue.
3.30.080 Severability.
3.30.090 Duration, amendment or repeal.

3.30.010 Authority to adopt measure.

This chapter and the tax authorized in this chapter is adopted pursuant to the provisions of Article 3.5 of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code (Sections 50075 through 50077.5), and the California Constitution Article XIII(B), Section 4.

3.30.020 Authorization to levy special fire equipment acquisition tax.

In any fiscal year commencing on or after July 1, 2005, the city council shall levy a special tax for such fiscal year on each parcel of real property within the city in the manner provided in this chapter. This special tax shall be in addition to the annual tax rate allowed by law. Revenues derived from such special tax shall be used exclusively for the acquisition of fire equipment for use by the fire department.

3.30.025 Use of tax proceeds and accountability measures.

All proceeds of the tax levied and imposed hereunder shall be accounted for and paid into a special fund or account designated only for the acquisition of fire equipment for use by the fire department. Pursuant to Government Code Section 50075.3, the city treasurer shall file a report with the city council at least once a year stating the amount of funds collected and expended, and the status of the acquisition of fire equipment as authorized by this chapter. This section is intended to satisfy the accountability requirements of Sections 50075.1 and 50075.3 of the Government Code.

3.30.030 Tax rate/method of assessment.

In any fiscal year commencing on or after July 1, 2005, the city council shall, by resolution, fix a special tax upon all parcels within the city in an amount of eighteen dollars per parcel of real property within the city not exempted by law for the purposes of acquisition of fire equipment.

3.30.040 Collection.

The city council may elect to have any special tax authorized under this chapter collected either by the city, or in the alternative, by the tax collector of the county.

3.30.050 Funding and expending proceeds.

Proceeds of any tax levied under this chapter shall be set apart in a special fund and expended only for the purpose of acquisition of fire equipment for use by the fire department, after deducting the costs of the November 2, 2004 Special Election.

3.30.060 Increase appropriations limit.

Pursuant to California Constitution Article XIII(B), the appropriations' limit for the city will be increased by the aggregate sum collected by levy of this special tax in each of the years covered by this chapter.

3.30.070 Unexpended residue.

Unexpended residue of any money raised by the city under this chapter in any fiscal year may only be used in a succeeding year for the purposes stated in this chapter.

3.30.080 Severability.

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provisions or applications, and to this end the provisions of this chapter are declared to be severable.

3.30.090 Duration, amendment or repeal.

A. The authorization to levy a tax under this chapter shall expire with the fiscal year 2014-15 ending June 30, 2015. This chapter, or any provision thereof, may only be extended, amended or repealed by approval of two-thirds of the voters voting on the proposition at any initiative or referendum election.

B. This chapter shall be adopted and go into effect on July 1, 2005 if it is approved by two-thirds of the voters voting on the proposition at an election to be held on Tuesday, November 2, 2004, and if the city council has declared that such measure was approved by two-thirds of the voters voting thereon.

Section 2. It is the intent of the Fort Bragg City Council in passing this Ordinance to continue for ten (10) years the original Fire Equipment Tax Levy and Expenditure Ordinance as approved by a two-third vote of the voters voting on the proposition at an election that was held on Tuesday, November 8, 1983. This tax has raised sufficient funds to undertake a fire equipment acquisition program that has been beneficial and strengthened the fire suppression capabilities of the Fort Bragg Fire Department.

Section 3. This Ordinance shall become effective on July 1, 2005 as a tax measure, subject to its approval by the voters provided herein, and shall be retained on file in the Office of the City Clerk.

Section 4. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause it to be published at least once in a newspaper of general circulation published and circulated in the City of Fort Bragg.

The foregoing Ordinance was introduced by Councilmember Peters at a regular meeting of the City Council of the City of Fort Bragg held on June 14, 2004, and adopted at a regular meeting of the City of Fort Bragg held on June 28, 2004, by the following vote:

AYES:
NOES:
ABSENT:

_____

JERE MELO
Mayor

ATTEST:

_____

Cynthia M. VanWormer
City Clerk

PUBLISH: July 8, 2004.

CITY OF FORT BRAGG
Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823

NOTICE TO VOTERS OF DATE AFTER WHICH NO ARGUMENTS FOR OR AGAINST A CITY MEASURES MAY BE SUBMITTED TO THE CITY CLERK

NOTICE IS HEREBY GIVEN that the General Municipal Election is to be held in the City of Fort Bragg on November 3, 2026, at which there will be submitted to the voters the following measure(s):

Fort Bragg Fire Protection Measure. To maintain reliable local fire protection services; replace aging fire engines and emergency response equipment; keep funds locally controlled and unavailable for State use; and require annual audit and public reporting, shall the City of Fort Bragg reauthorize a $50 annual parcel tax for 10 years, generating approximately $123,900 annually?	YES
	NO

NOTICE IS FURTHER GIVEN that pursuant to Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, the legislative body of the City, or any member or members thereof authorized by the body, or any individual voter or bona fide association of citizens, or any combination of voters and associations, may file a written argument, not to exceed 300 words in length, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument, for or against the City measure(s).

NOTICE IS FURTHER GIVEN that, based upon the time reasonably necessary to prepare and print the Arguments and Voter Information Guide for the election, the City Clerk has fixed **July 6, 2026**, during normal office hours, as posted, as the date after which no arguments for or against the City measure(s) may be submitted to the clerk for printing and distribution to the voters as provided in the Article 4. Arguments shall be submitted to the City Clerk, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument, at the City Hall, Fort Bragg, California. Arguments may be changed or withdrawn until and including the date fixed by the City Clerk.

NOTICE IS FURTHER GIVEN that the city council had determined that rebuttal arguments, not to exceed 250 words in length, as submitted by the authors of the opposing direct arguments, may be filed with the clerk, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at

least one of its principal officers who is the author of the argument, not more than 10 days after the final date for filing direct arguments.

NOTICE IS FURTHER GIVEN that any ordinance, impartial analysis, or direct argument filed under the authority of the elections code will be available for public examination in the clerk's office for not less than 10-calendar days from the deadline for the filing of the arguments and analysis(es). Any rebuttal argument filed under the authority of the elections code will be available for public examination in the clerk's office for not less than 10-calendar days from the deadline for filing rebuttal arguments.

_____

Diana Paoli
City Clerk

Dated: June 23, 2026

Posted in City Notice Case: June 23, 2026 (Day after Council)

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 ELECTION

NOTICE IS HEREBY GIVEN that a General Municipal Election will be held in the City of Fort Bragg on Tuesday, November 3, 2026, for the following Officers and Measures:

For Three (3) Members of the City Council (Full term of four years)

Fort Bragg Fire Protection Measure. To maintain reliable local fire protection services; replace aging fire engines and emergency response equipment; keep funds locally controlled and unavailable for State use; and require annual audit and public reporting, shall the City of Fort Bragg reauthorize a $50 annual parcel tax for 10 years, generating approximately $123,900 annually?	YES
	NO

The nomination period for these offices begins on July 13, 2026, and closes on August 7, 2026, at 5:00 p.m.

If nomination papers for an incumbent are not filed by August 7, 2026 (the 88th day before the election or August 7, 2026 the voters shall have until the 83rd day before the election, August 12, 2026, to nominate candidates other than the person(s) who are the incumbents on the 88th day before the election, for that incumbent's elective office.

If no one or only one person is nominated for an elective office, appointment to the elective office may be made as prescribed by § *10229*, Elections Code of the State of California.

The polls will be open between the hours of 7:00 a.m. and 8:00 p.m.

_____
Diana Paoli
City Clerk

Dated: June 23, 2026

Publish: July 2, 2026 (E127-113)

City of Fort Bragg

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

File Number: 26-294

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Agenda Number: 8B.

Presentation from Housing Mendocino Coast and Provide Direction on the Use of unspent ARPA Funds For the Acquisition of 251 S. Franklin Street and Project Working Capital

CITY COUNCIL STAFF REPORT

TO: **City Council** **DATE: June 22, 2026**

DEPARTMENT: **City Manager's Office**

PREPARED BY: **Isaac Whippy, City Manager**

PRESENTER: **Isaac Whippy, City Manager & Cynthia Sharon, HMC President**

AGENDA TITLE: **Presentation from Housing Mendocino Coast and Provide Direction on the Use of unspent ARPA Funds For the Acquisition of 251 S. Franklin Street and Project Working Capital**

RECOMMENDATION

Staff recommends that the City Council consider the request from Housing Mendocino Coast and provide direction to the City Manager and City Attorney to prepare a Memorandum of Understanding and related funding documents for the proposed use of $300,000 in American Rescue Plan Act housing funds to support Housing Mendocino Coast's acquisition of 251 S. Franklin Street and eligible project working capital for an affordable workforce housing project

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BACKGROUND

Housing remains one of the City Council's highest priorities. The lack of attainable housing continues to affect local families, workforce recruitment and retention, business stability, public agency staffing, and the City's long-term economic and community development goals. The City's Housing Element provides the policy foundation for this work. As part of the City's housing strategy, the Housing Element included a program to research the Community Land Trust model and consider working with community partners to establish a Community Land Trust that serves Fort Bragg. This policy direction recognized that land is a finite community asset and that some land should be preserved for housing that remains affordable to working families over the long term.

To advance this concept, the City used State housing planning funds, including SB-2, LEAP/REAP, and PLHA funds, to explore how the Community Land Trust model could serve Fort Bragg and the Mendocino Coast. Professional services were secured to help develop a CLT strategy, complete the necessary organizational filings, and build capacity for what became Housing Mendocino Coast.

Housing Mendocino Coast was therefore not created as a stand-alone concept separate from the City's housing goals. It grew out of prior City Council policy direction, the City's

Housing Element implementation work, and the City's interest in creating a long-term housing tool for low- and moderate-income households on the coast.

While the Community Land Trust concept has been in place since 2022, the effort has been stalled since its inception. Like many new nonprofit housing efforts, HMC faced early challenges related to organizational capacity, board development, funding, and identifying a feasible first project. As a result, the City's original policy direction to explore and support a CLT did not immediately translate into housing production. That has now changed. HMC has recently gained a new active board with housing, legal, fiduciary, land stewardship, design, and construction expertise. HMC has also secured significant funding and identified a specific first project site. With those pieces now in place, the organization is positioned to move beyond planning and into implementation.

What is a Community Land Trust?

A Community Land Trust is a nonprofit, community-based organization that acquires, owns, and stewards land for the public good. In the housing context, the CLT owns the land permanently, while income-qualified households purchase the homes located on the land. The homeowner receives long-term rights to occupy and use the land through a ground lease, typically a 99-year renewable lease. When the homeowner later sells the home, resale restrictions ensure that the home remains affordable to another income-qualified household.

This model is different from many traditional housing subsidy programs because the public investment is preserved over time. Instead of assisting only the first household, the CLT model is designed to keep the same home affordable for future buyers, generation after generation. This allows a one-time public investment to continue serving the community beyond the initial sale.

Housing Mendocino Coast's mission is to provide housing and homeownership opportunities to low- and moderate-income households within the City of Fort Bragg and the greater Mendocino Coast region while ensuring affordability for future generations through the CLT model. HMC's Strategic Plan emphasizes that land should be treated as a community asset and preserved for the public good, with the specific purpose of housing families earning up to 120% of area median income.

As part of prior ARPA funding discussions, the City Council obligated $800,000 in ARPA funds toward housing initiatives by Resolution 4859-2024. Approximately $50,000 was used to support the City's Prohousing Designation application and related housing policy work. The remaining housing funds were intended to support implementation of housing strategies, including opportunities to partner with private or nonprofit developers to construct housing on vacant or underutilized land. Following Council's direction, the City explored potential public-private partnership opportunities to support new housing development. The goal was to identify a feasible project that could leverage City funds, outside funding, and private or nonprofit development capacity to produce new housing units within Fort Bragg. However, due to elevated interest rates, high construction costs,

and overall development feasibility challenges, two developers ultimately declined to move forward with potential projects.

Since that time, the Housing Mendocino Coast Board has approached the City with a proposed partnership opportunity. HMC has identified 251 S. Franklin Street as its first proposed project site and is currently pursuing acquisition of the property. The property is approximately one acre, located near downtown and existing residential neighborhoods, and has utilities available on site.

HMC's current project concept includes approximately 12 to 13 affordable housing units, with a mix of residential unit types and the potential for certain units to be prioritized for income-qualified City employees or other local workforce households. HMC has represented that it currently has approximately $1.39 million in existing funding and is seeking City assistance to complete acquisition of the 251 S. Franklin Street parcel and provide working capital necessary to advance planning, permitting, due diligence, and early project development.

Staff is now seeking City Council direction regarding the proposed use of $350,000 in ARPA housing funds to support HMC's acquisition of 251 S. Franklin Street and eligible project working capital, and to authorize development of a Memorandum of Understanding between the City of Fort Bragg and Housing Mendocino Coast during Summer 2026.

DISCUSSION AND ANALYSIS

Staff is recommending that the City Council provide direction to allocate $350,000 in ARPA housing funds to Housing Mendocino Coast for two primary purposes.

First, the funds would assist HMC with the acquisition of 251 S. Franklin Street. Securing site control is a critical step in moving the project from concept to implementation. Without site control, HMC cannot effectively proceed with entitlement work, final project design, construction planning, or additional fundraising.

Second, the funds may also support eligible project working capital directly related to moving the project forward. This may include due diligence, planning, permitting, design, predevelopment, financing, and other project-related costs, subject to final ARPA eligibility and agreement terms.

The City has invested significant time and policy work into housing production, prohousing strategies, and exploring new tools to address local housing needs. The HMC proposal represents a practical opportunity to move from planning to implementation.

The project is significant for several reasons:

- It would help secure a housing site within Fort Bragg;
- It would support permanently affordable homeownership;
- It would build on prior City Council direction to explore and support the CLT model;

- It would leverage HMC's existing funding;
- It would help address local workforce housing needs;
- It could provide a model for future City, nonprofit, employer, and philanthropic partnerships;
- It would preserve land for long-term community benefit.

A key strength of the Community Land Trust model is that the City's investment is not intended to benefit only the first buyer. Because the land remains under HMC ownership and homes are subject to resale restrictions, the affordability benefit is preserved over time.

Why Now

Although the CLT effort has been stalled since 2021, the project is now positioned differently. HMC has a new active board, secured funding, and an identified project site. The City also has remaining ARPA housing funds that were previously dedicated toward housing initiatives. The current request provides an opportunity to align those pieces: the City's prior housing policy direction, remaining ARPA housing funds, HMC's renewed organizational capacity, and a specific parcel that could become a permanently affordable workforce housing project.

Without City participation, HMC may still be able to begin work on the project, but the pace and scale of implementation may be reduced. With City support, HMC has indicated that it can move more quickly toward acquisition, planning, permitting, and eventual construction.

Memorandum of Understanding

If the City Council supports moving forward, staff recommends developing a Memorandum of Understanding between the City of Fort Bragg and Housing Mendocino Coast during Summer 2026.

The MOU should define the partnership framework and establish the conditions under which the City's ARPA funds may be expended. At minimum, the MOU should address:

- The purpose of the City's $350,000 contribution;
- Eligible use of funds;
- Acquisition of 251 S. Franklin Street;
- Eligible project working capital;
- Project milestones;
- Funding disbursement procedures;
- ARPA compliance requirements;
- Local workforce housing priorities, including whether HMC will set aside or prioritize 2 to 4 units for income-qualified City employees, consistent with applicable law, income qualification standards, and project feasibility;
- Reporting and recordkeeping obligations;
- HMC's responsibilities as project sponsor;

- The City's role in the partnership;
- Local workforce housing priorities;
- Remedies if the property is not acquired or the project does not proceed;
- Any repayment, reimbursement, or clawback provisions required to protect the City.

The MOU would provide structure and accountability while allowing HMC to proceed with the acquisition and early project development activities.

FISCAL IMPACT

The proposed action would allocate $350,000 in ARPA housing funds to Housing Mendocino Coast for the acquisition of 251 S. Franklin Street and eligible project working capital. The proposed expenditure would not be a General Fund expenditure. However, the City must ensure that the ARPA funds are properly documented and expended within federal deadlines of 12/31/26.

Any required budget amendment, accounting adjustment, or resolution would be brought back to the City Council or included as part of the final approval action, depending on Council direction and Finance Department review.

Project Funding	
HMC - Federal Appropriation	$ 840,000.00
HMC - PHLA Grant	$ 550,000.00
Subtotal	$ 1,390,000.00
City Potential Funding - Prohousing Funds	*$ 500,000.00*
City Potential Funding - ARPA funds	*$ 350,000.00*
Subtotal	$ 850,000.00
Total Funds	**$ 2,240,000.00**
Less funds committed to Land Purchase & Planning	$ (663,500.00)
Funds for Construction	**$ 1,576,500.00**

CONSISTENCY/STRATEGIC PLANNING

The City's Strategic Plan identifies housing, economic development, fiscal stability, quality of life, and organizational partnerships as key priorities for the community. The proposed use of ARPA housing funds to support HMC's acquisition of 251 S. Franklin Street is consistent with those goals because it would help advance a tangible affordable workforce housing project within the City.

The proposed project supports the Strategic Plan by:

- Advancing the City Council's goal of increasing housing opportunities in Fort Bragg;
- Supporting workforce housing for local employees, including the potential to set aside or prioritize 2 to 4 units for income-qualified City employees;
- Strengthening recruitment and retention for public agencies, local businesses, schools, healthcare providers, and other employers;
- Encouraging a public-nonprofit partnership to address a community priority;
- Supporting long-term economic development by helping workers live in the community they serve;
- Preserving land for long-term community benefit and housing affordability.

The project also supports the City's broader effort to be proactive and solution-oriented in addressing housing constraints. Rather than relying only on market-rate development, the proposed partnership would use a nonprofit community land trust model to help create permanently affordable ownership housing.

Housing Element Consistency

The proposed action is also consistent with the City's Housing Element, which identifies the need to expand affordable housing opportunities for very low, low, and moderate-income households, as well as first-time homebuyers. Importantly, the Housing Element specifically identified the Community Land Trust model as a strategy for Fort Bragg. Program H-2.4.4 directed the City to complete research regarding Community Land Trusts and consider working with community partners to establish a Community Land Trust serving Fort Bragg.

The Housing Element also specifically directed the City to research the Community Land Trust model and consider working with community partners to establish a CLT serving Fort Bragg. Housing Mendocino Coast grew out of that policy direction and the City's subsequent planning work.

The proposed $350,000 ARPA contribution would help move this Housing Element strategy from planning to implementation by supporting acquisition of 251 S. Franklin Street and eligible working capital for a permanently affordable workforce housing project.

ATTACHMENTS

1. Housing Mendocino Coast Presentation to City Council
2. Housing Mendocino Coast Strategic Plan- 2021
3. Community Land Trusts: A Guide for Local Governments

Workforce Home Ownership

A City of Fort Bragg

&

Housing Mendocino Coast Partnership

Agenda

- Brief overview of Housing Land Trust model
- Housing Mendocino Coast - History and Cast of Characters
- Existing Funding Sources
- Potential for Public Private Partnership between City of Fort Bragg and HMC

What is a Community Land Trust & How Does It Work?

- HMC owns and holds the title on “the land” forever.
- HMC leases land to homeowner through 99-year ground lease.
- Homes sold to families earning up to 120% of Area Median Income.
- Homeowner owns the home and all improvements
- HMC requires homeowner to share the affordability that has been created with future homeowners.

Who is Housing Mendocino Coast (HMC)?

- A Community Land Trust dedicated to providing home ownership opportunities to households earning up to 120% of area median income.
- A 501c3 non-profit initiated by the City of Fort Bragg.
- HMC received a Federal Appropriation of $820,000 from Congressman Jared Huffman.
- In 2023, the City allocated the 5-year Permanent Local Housing Allocation (PLHA) Program funds to HMC
- In 2025, HMC received an infusion of expertise with the addition of several new board, including individuals who previously served on the Habitat for Humanity/Fuller Center board.

HMC’s Board Members and Expertise

- Cynthia Sharon, Board President, Licensed General Contractor and Housing Designer
- Nikki Houtz, Board Secretary, Director of Stewardship of the Mendocino Land Trust
- Lisa Cvecko, Treasurer and retired CPA
- Jay Andreis, Board member, architectural designer and former Planning Commissioner
- Cristina Mathews, Board member, attorney in private practice.
- Lacy Sallas, Board member, Grant Coordinator for the City.
- Sarah McCormick, Board member, Economic Development and Housing

HMC Progress

Project Development

- Land search and feasibility analysis of six different properties for purchase.
- In escrow to purchase 251 S Franklin.
- Prepared RFPs and have proposals to complete required studies for Planning Permits.
- Prepared Preliminary Site Plan
- Developed/Selected three base house designs.

Organization Development

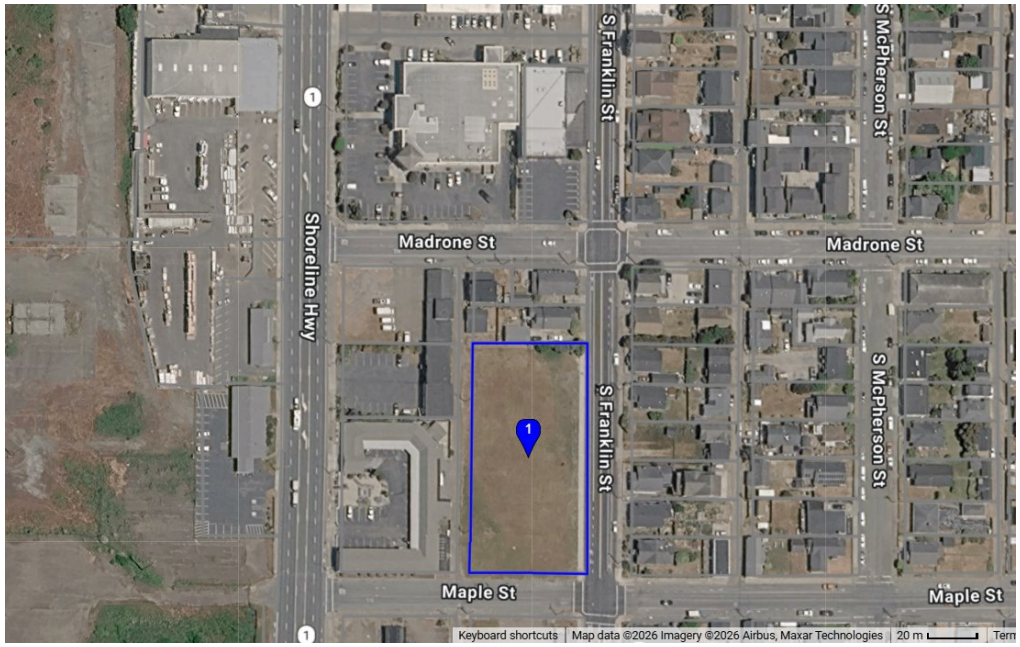
- Developed new active board
- Completed and resubmitted non-profit and reporting paperwork to Federal and State government.
- Researching grant requirements.
- Prepared and adopted organizational procurement policies
- Secured legal services to clarify conditions attached to funding sources

First Project -251 S Franklin

Benefits

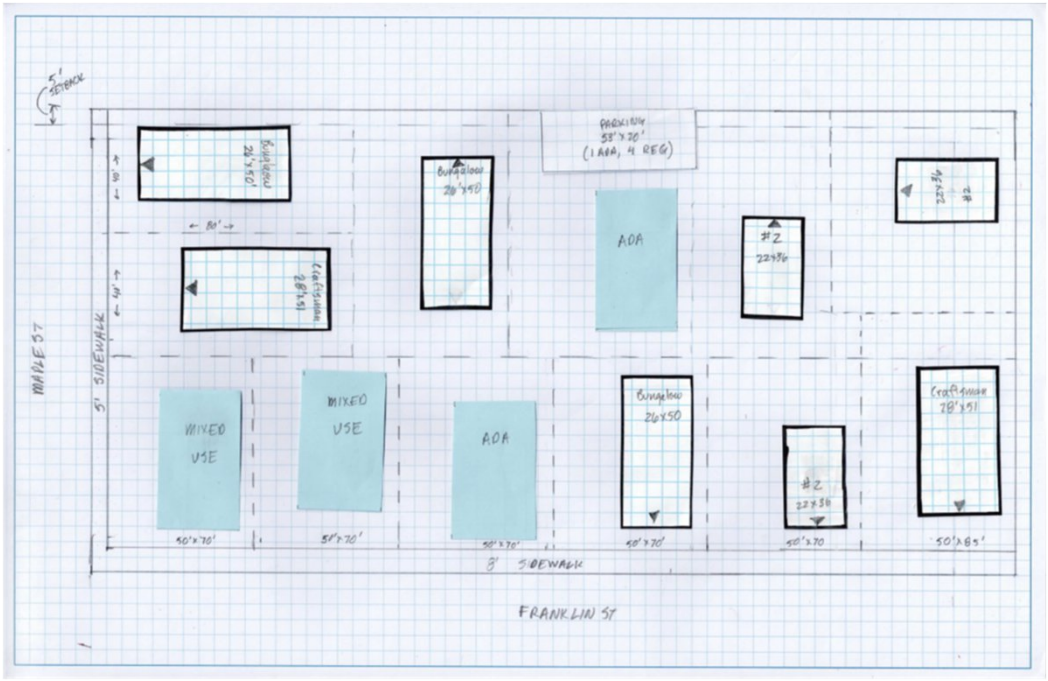
- Parcel is 1 acre
- Zoning allows up to 24 units/acre w commercial component
- Close to downtown/residential neighborhood
- All required utilities are on site

251 S Franklin



Draft Site Plan

- 12 units
  - Three 2 story “farmhouse” units
  - Three “craftsman” units
  - Two “bungalow” units
  - Two mixed-use units (commercial space on first floor)
  - Two ADA units
- Each unit would include a vard



Current View - vacant



Potential View – with homes



Project Funding

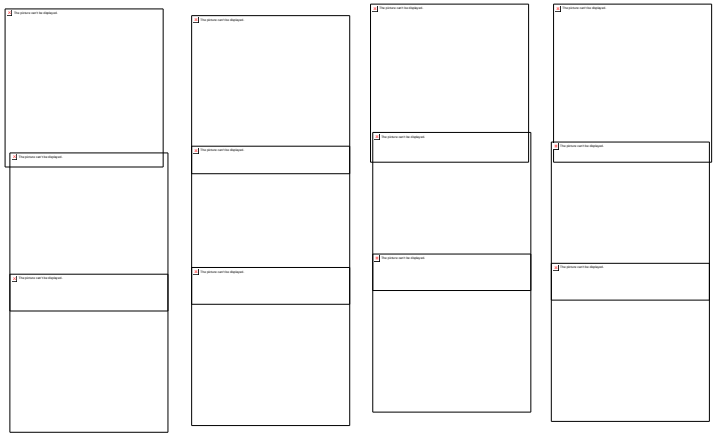
- HMC currently has $1.39 million
- Opportunity for Public Private Partnership with the City.
  - Commit ARPA Funds to Public Private Partnership & spend them by Dec 2026 deadline.
  - Allows HMC to build more units more quickly.
  - HMC would set aside (or prioritize) 2-4 units for income-

Project Funding	
HMC- Federal Appropriation	$ 840,000.00
HMC- PHLA Grant	$ 550,000.00
Subtotal	$ 1,390,000.00
City Potential Funding - Prohousing Funds	*$ 500,000.00*
City Potential Funding - ARPA funds	*$ 350,000.00*
Subtotal	$ 850,000.00
Total Funds	**$ 2,240,000.00**
Less funds committed to Land Purchase & Planning	$ (663,500.00)
Funds for Construction	**$ 1,576,500.00**

Construction Schedule with Public Private Partnership

Construction Schedule	2027	2028	2029	2030	2031
Funds for Construction Funds for This Year	$ 1,576,500.00	$ 1,322,781.67	$ 1,069,063.34	$ 899,917.79	$ 730,772.24
Number of Units Built	3	3	2	2	1
Total Construction Costs	$ 1,213,718.33	$ 1,213,718.33	$ 809,145.55	$ 809,145.55	$ 404,572.78
Funds Remaining after Construction Costs	$ 362,781.67	$ 109,063.34	$ 259,917.79	$ 90,772.24	$ 326,199.46
Funds from Sale of Permanently Affordable Units	$ 960,000.00	$ 960,000.00	$ 640,000.00	$ 640,000.00	$ 320,000.00
Funds for construction in Next Year	$ 1,322,781.67	$ 1,069,063.34	$ 899,917.79	$ 730,772.24	$ 646,199.46

- Complete project in 8 years
- 11 units in 5 years, 14 units in 8 years
- 2-4 units reserved or



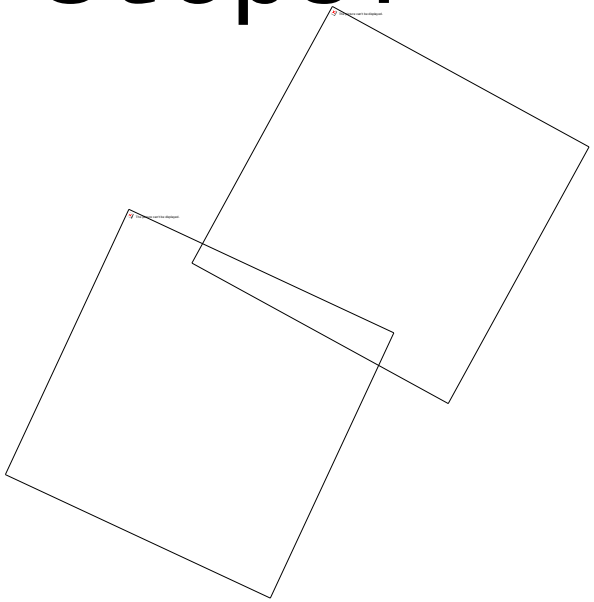
Construction Schedule without Public Private Partnership

Construction Schedule	2027	2028	2029	2030	2031
Funds for Construction Funds for This Year	$ 726,500.00	$ 641,927.22	$ 557,354.45	$ 472,781.67	$ 388,208.89
Number of Units Built	1	1	1	1	1
Total Construction Costs	$ 404,572.78	$ 404,572.78	$ 404,572.78	$ 404,572.78	$ 404,572.78
Funds Remaining after Construction Costs	$ 321,927.22	$ 237,354.45	$ 152,781.67	$ 68,208.89	$ (16,363.88)
Funds from Sale of Permanently Affordable Units	$ 320,000.00	$ 320,000.00	$ 320,000.00	$ 320,000.00	$ 320,000.00
Funds for construction in Next Year	$ 641,927.22	$ 557,354.45	$ 472,781.67	$ 388,208.89	$ 303,636.12

- Able to start project
- Only 5 units in 5 years



Next Steps?



1. Develop Cooperative Agreement for ARPA Funds and disburse funds for planning studies (Summer, 2026)
2. Complete planning and permitting process for project (Fall, 2026)
3. Purchase property (Oct. 2026)
4. Start construction (Spring, 2027)
5. Sell homes to community families (Winter, 2027 - 2029)
6. Build potential

NLC NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER

GROUNDED SOLUTIONS NETWORK

COMMUNITY LAND TRUSTS:

A Guide for Local Governments



About the National League of Cities

The National League of Cities (NLC) is the voice of America's cities, towns and villages, representing more than 200 million people. NLC works to strengthen local leadership, influence federal policy and drive innovative solutions.

NLC's Center for City Solutions provides research and analysis on key topics and trends important to cities, creative solutions to improve the quality of life in communities, inspiration and ideas for local officials to use in tackling tough issues, and opportunities for city leaders to connect with peers, share experiences and learn about innovative approaches in cities.

Acknowledgements

The authors wish to offer special thanks to **Jim Brooks** (Director of Housing and Community Development at NLC), **Kyle Funk** (Program Specialist at NLC) and **Michael A. Spotts** (President of Neighborhood Fundamentals, LLC) for their guidance and contributions to this report. The authors would also like to extend deep appreciation to the city staff and community land trust organization team members who took the time to be interviewed and to provide information on each of the programs and case studies detailed in this report. This report would not have been possible without their willingness to share their knowledge and insights.

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About Grounded Solutions Network

Grounded Solutions Network is a national nonprofit formed by the merger of the National Community Land Trust Network and Cornerstone Partnership. We are dedicated to shaping communities to be inclusive and filled with opportunity for all. Where we live matters. It determines what opportunities we have and how our kids grow up. Everyone should be able to live in a place that offers opportunity: access to jobs, parks, public transit, quality schools and stable homes. Strong and inclusive communities provide the foundation that people and families need to thrive. We promote homes that remain affordable for generations and enable our communities to be stable and strong, for good.

At Grounded Solutions Network, we know what policies and strategies work, and we help communities use them. We work nationally, supporting nonprofit and government practitioners, advocates, elected officials, and other housing professionals with the knowledge and support they need.

Authors

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Introduction

COMMUNITY LAND TRUSTS (CLTs) are born out of the community that they serve: Their creation is inspired by local needs, their strategies informed by community stakeholders, and their operation guided by the public good. But their success greatly hinges on the support of local government leaders and actors.

This report provides an introduction to the community land trust model by shedding light on their operation and the benefits they can bring to both residents and cities. It goes on to highlight key ways that municipal governments and local leaders can initiate or support CLTs in their communities, and offers practical examples of community land trusts in action.

Community land trusts represent the potential to forge deep connections within a community, bringing homeowners much-needed stability and support. And as municipalities consider how to rebuild and reinforce their housing strategies in the wake of COVID-19, CLTs offer an opportunity to leverage one-time investments that will foster lasting affordability and racial justice.

What is a Community Land Trust?

A **COMMUNITY LAND TRUST** is a nonprofit, community-based organization that acquires, owns and stewards land permanently for the common good. CLTs are best known for providing affordable homeownership opportunities that last for generations. They do this by retaining ownership of a plot of land and selling the housing on that land to lower-income households. In exchange for below-market prices, purchasers agree to resale restrictions that ensure the homes will remain affordable to subsequent buyers. **The CLT model allows lower-income households to build wealth through homeownership, while also providing the community with a stock of homes that will remain affordable for generations.**

While CLTs are best known for providing affordable homeownership opportunities, CLTs can use their land for any number of purposes. These include providing affordable single and multi-family rental opportunities, mixed-income and mixed-use developments, community-oriented commercial spaces, community gardens and much more. In this report, we will focus principally on CLTs that use their land to provide affordable homeownership opportunities that last.

Lasting affordability requirements are what set community land trusts apart from more traditional forms of affordable housing development. CLTs ensure that the homes on their land are affordable not only to the first buyer or renter, but to every subsequent buyer or renter as well.

In doing so, CLTs help communities:

- Address the growing affordability gap between what people can afford to pay for housing and how much that housing costs.
- Provide wealth-building opportunities for families that otherwise would not be able to own a home, particularly families of low-to-moderate income and those that are Black, Indigenous or people of color (BIPOC).
- Preserve community control of land, reduce absentee ownership and resist processes of gentrification and displacement.
- Capture the public's one-time investment in affordable homeownership for the long-term benefit of community members, over and over again.
- Weather periods of economic downturn through effective property stewardship and homeowner support.

How Does a Community Land Trust Create Affordable Homeownership Opportunities that Last?

Many municipalities and nonprofit organizations are on a hamster wheel of subsidy: Because incomes are not keeping pace with rising housing costs, even if down payment assistance grants or loans are repaid to the municipality when a homeowner moves on, the repaid amount is not enough to help another family of similar means purchase a home. Municipalities often find themselves in the position of needing more and more subsidy to serve each family.

CLTs create affordable homeownership opportunities that last by 1) acquiring and holding land, 2) acquiring, developing or rehabilitating housing on that land (or partnering with others to do so), 3) selling the housing — but not the land — to low-income purchasers at a price they can afford, and 4) limiting the price appreciation of the property to ensure that every time the home is resold, it goes to another low-income purchaser at a price that purchaser can afford.



Acquiring & Holding Land. Permanent ownership of land is one of the defining features of CLTs. **Land in a CLT is held in perpetuity for the benefit of the community.** Accordingly, whether CLTs acquire land on the open market, through land donations, or at a discount through public entities such as city agencies or county land banks, the CLT retains that land in perpetuity. CLT land is never sold.

Developing, Rehabbing or Acquiring Homes. CLTs that provide affordable homeownership opportunities often follow the same development processes as most nonprofit housing developers: They secure funding, complete their pre-development and due diligence tasks, retain a general contractor, and pay for the costs of construction or rehabilitation.

However, not all CLTs serve as developers, and even those that do develop their own units often bring land and affordable units into their portfolio in multiple ways. CLTs, for example, may collaborate with another nonprofit or for-profit developer in a joint development project. CLTs may also collaborate with municipalities to receive, monitor or steward units generated through inclusionary housing ordinances. Some CLTs operate "buyer-initiated" programs as well, in which the CLT provides a subsidy to allow homebuyers to select a market-rate unit. In exchange for the subsidy — which makes the market-rate unit affordable to the homebuyer — the buyer agrees to place the property into the CLT's portfolio of permanently affordable units.

Significantly, when CLTs act as developers, they fund their projects from the same mix of sources as other nonprofit housing developers. Funding sources may include public funds such as Community Development Block Grants (CDBG) or HOME Investment Partnership dollars, state or local housing trust funds, grants from foundations and other civic institutions, private donations, conventional loans from financial institutions, and more.

Public dollars invested in the project often form the bulk of the subsidy needed to make the housing affordable to its first purchaser, who is typically someone earning between 50 and 80 percent of area median income (AMI). **Flexible local and state funding that prioritizes lasting affordability in housing is very important to the success of CLTs and their ability to operate at scale.**

Selling the Home, but not the Land. When CLTs sell a home, they sell only the improvements on the land, such as the house and garage. Title to the land itself remains with the CLT. Rather than selling the land, the CLT enters into a long-term (usually 99-year) renewable lease with the prospective homeowner for use of the land. This **"ground lease"** gives homeowners and their descendants the right to use the land for as long as they wish to live there. As explained in the next section, this is also key to ensuring the lasting affordability of the home.

Ensuring Long-term Affordability. The ground lease specifies the terms on which the homeowner may sell their home, and typically requires the owner to sell the home to another low-income household for an affordable price. **Resale formulas** vary between CLTs, but the formulas are generally crafted to allow homeowners to capture some of the increased value of their home due to appreciation, while also ensuring that the sales price is affordable to another low-income household. In this way, **CLTs balance homeowners' goals of wealth accumulation with the community's ongoing need for affordable housing.**

CLT homeownership often serves as a stepping-stone to more traditional, market-rate homeownership. A recent study found that CLT homeowners typically invest less than $2,000 at the time of purchase, and accumulate approximately $14,000 in equity when they sell their home.[1] Almost 60 percent of sellers use the equity from their CLT homes to purchase a market-rate home after selling.[2] **CLT homeownership thus opens the door to conventional homeownership for many low-income households. In doing so, it gives them access to the wealth-building opportunities that middle- and upper-income households have long enjoyed.**

Ground Lease
A renewable and inheritable lease between a CLT and homeowner for use of a parcel of land. While generally granting homeowners most of the rights that come with conventional homeownership, a ground lease also specifies resale terms, which is key to ensuring the lasting affordability of the home.

Resale Formulas
Terms established in a ground lease that set the maximum resale price of a home. Resale formulas are typically designed to allow homeowners to capture a portion of the increased value of their home, while also maintaining affordability for another low-income household.



Almost **60%** of sellers use the equity from their CLT homes to purchase a market-rate home after selling

CLTs in Practice: Lasting Affordability vs. Down Payment Assistance

TO FURTHER UNDERSTAND HOW CLTS WORK, IT'S HELPFUL TO CONTRAST THEM WITH MUNICIPAL DOWN PAYMENT ASSISTANCE PROGRAMS.

Down payment assistance programs typically provide homebuyers with a loan at the time of a home purchase that is forgivable over a period of 5-to-10 years. When the loan is forgiven, the homeowner is free to resell the home at whatever price the market will bear. If home prices have increased significantly, the homeowner will see a significant gain in equity. Thus, down payment assistance programs are strong wealth-building tools.

However, each forgivable loan serves only one household. To provide another household with an affordable homeownership opportunity, the municipality will have to find the resources for another down payment assistance loan. Down payment assistance programs thus require a steady flow of resources to operate. Indeed, the cost of operating such a program typically increases over time as home prices increase.

CLTs, by contrast, deliver more modest gains in wealth-building for individual households, but provide multiple households with affordable homeownership opportunities from a single subsidy investment. They do this by using subsidy dollars to set the initial price of a home at a price that low- and moderate-income households can afford, and then, through the provisions of a ground lease, by ensuring that the home is affordably priced each time it is sold thereafter.

Because incomes typically rise over time, what is an "affordable price" for any particular income level (e.g. 60 percent of AMI), also increases over time. CLT homeowners, therefore, typically sell homes for somewhat more than they paid. This gives the sellers modest gains in equity. At the same time, the resale formula that governs the sale ensures that the low- or moderate-income family that purchases the home pays an affordable price. **Significantly, no additional or ongoing subsidy is needed to achieve this lasting affordability.** Once established, CLT homes remain affordable for the long term.

To see this difference in practice, it is helpful to compare some simplified homebuying numbers in two hypothetical communities: **DPA Town**, which operates a down payment assistance program, and **CLT Town**, which has a community land trust. Both programs target households earning up to 80 percent of area median income. In both communities, a starter home costs $200,000. However, an income-eligible homebuyer can only afford to pay $155,000 for a home. That leaves a $45,000 affordability gap in both places.

DPA Town fills that gap by providing the homebuyer with a $45,000 forgivable loan, specifying that the homeowner need not repay the loan if they live in the house for at least 10 years. The homebuyer takes out a conventional loan to pay the remaining $155,000 cost of the home.

CLT Town, by contrast, fills the gap by providing a $45,000 grant to the CLT to subsidize the cost of the home. The CLT uses the grant to lower the sales price of the home to the affordable price of $155,000, which the buyer finances with a conventional loan. The table below summarizes these purchases from our two hypothetical towns:

COMPARING DOWN PAYMENT ASSISTANCE TO A COMMUNITY LAND TRUST: THE FIRST HOMEOWNER

	DPA Town	CLT Town
Market Price of Home	$200,000	$200,000
Sales Price of Home	$200,000	$155,000
What Buyer Can Afford	$155,000 (conventional loan)	$155,000 (conventional loan)
Subsidy Needed	**$45,000** (to buyer, as DPA)	**$45,000** (to CLT)

Fast-forward ten years. Starter homes in both communities are now worth $240,000, due to appreciation. Wages have increased, but they have not kept pace with home prices. A homebuyer with an income at 80 percent AMI can now afford to pay $185,000 for a home, leaving a $55,000 affordability gap.

If our buyer in **DPA Town** sells her home the day after her 10-year affordability period ends, she would enjoy a significant net gain from the

sale. Selling the home for $240,000 would leave her a net gain of $85,000 on the sale after paying off her original $155,000 loan ($40,000 in appreciation plus the $45,000 down payment assistance that she is not required to repay). She would also take home whatever equity she has built-up through ten years of mortgage payments, subtracting any miscellaneous expenses such as closing costs.

The picture looks quite different in **CLT Town**. If the CLT homeowner chooses to sell her home, she must follow the ground lease requirement to sell the home at a price that an income-eligible buyer can afford — $185,000 in this case. After her initial loan of $155,000 is repaid upon sale of the home, she would earn a net gain of $30,000, in addition to the equity she has built-up through ten years of mortgage payments, minus closing costs.

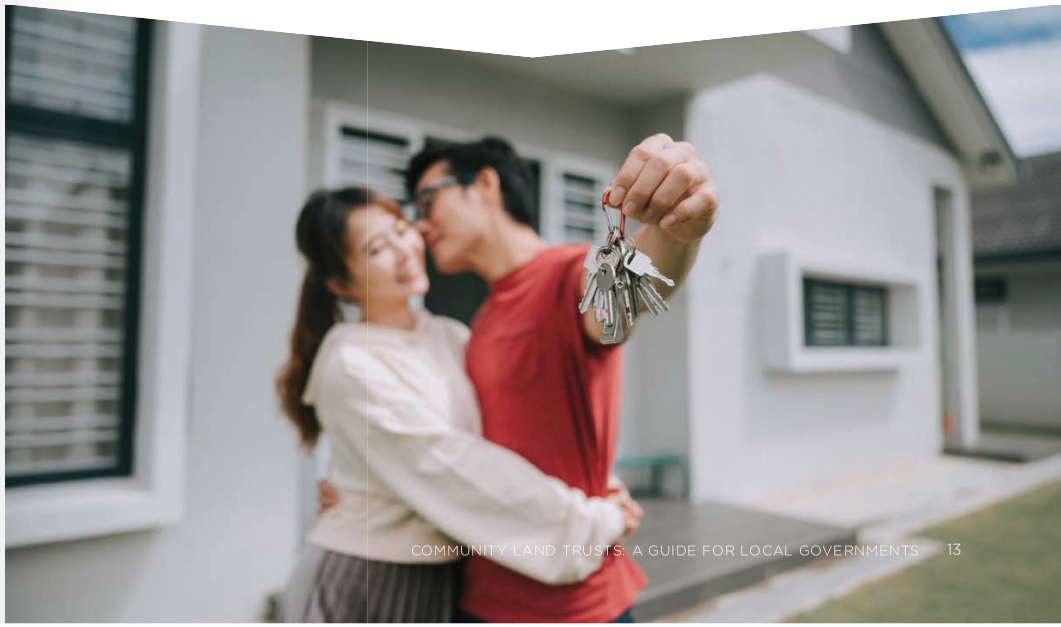
When considering only these two households, it is clear that the DPA buyer receives a much larger net gain from the sale of her home than the CLT homebuyer: $85,000 compared to $30,000; however, the CLT model contemplates both household *and* community-wide benefits.

COMPARING DOWN PAYMENT ASSISTANCE TO A COMMUNITY LAND TRUST: 10 YEARS LATER

	DPA Town	CLT Town
Initial Purchase		
Market Price of Home	$200,000	$200,000
Sales Price of Home	$200,000	$155,000
What Buyer Can Afford	$155,000 (conventional loan)	$155,000 (conventional loan)
Subsidy Needed	$45,000 (to buyer, as DPA)	$45,000 (to CLT)
10 Years Later		
New Market Value	$240,000	$240,000
Sales Price	$240,000	$185,000
Seller Portion	$240,000 - $155,000 (loan repayment) **$ 85,000** (plus equity built-up from loan payments)	$185,000 - $155,000 (loan repayment) **$ 30,000** (plus equity built-up from loan payments)

While the DPA program does more for one household's wealth building in this example, the CLT program comes out ahead when we consider how to serve additional households. In **DPA Town**, the homebuyer retained the town's initial $45,000 subsidy that made the starter home affordable. This means that to make the starter home affordable for the next homebuyer, **DPA Town** will have to come up with $55,000 in down payment assistance — $10,000 *more* than it provided ten years earlier, because wages have not kept pace with home prices.

In **CLT Town**, by contrast, no additional subsidy is needed. Thanks to the restrictions set by the ground lease, the home is already priced at a level that an income-eligible buyer can afford. The initial homebuyer is effectively "paying forward" the Town's initial $45,000 subsidy to keep the home affordable for the next occupant. Indeed, that subsidy has effectively grown to $55,000, as that is the sum now needed to fill the affordability gap.



This process happens again and again, at every resale of the CLT home, keeping it affordable in perpetuity. In this way, **CLTs balance wealth accumulation for the individual homeowner with ongoing affordability for the community, serving generations of homeowners without requiring additional subsidy.** The table below illustrates the difference between the DPA and CLT approaches:

COMPARING DOWN PAYMENT ASSISTANCE TO A COMMUNITY LAND TRUST: FOSTERING LASTING AFFORDABILITY

	DPA Town	CLT Town
Initial Purchase		
Market Price of Home	$200,000	$200,000
Sales Price of Home	$200,000	$155,000
What Buyer Can Afford	$155,000 (conventional loan)	$155,000 (conventional loan)
Subsidy Needed	$45,000 (to buyer, as DPA)	$45,000 (to CLT)
10 Years Later		
New Market Value	$240,000	$240,000
Sales Price	$240,000	$185,000
Seller Portion	$240,000 –$155,000 (loan repayment) **$ 85,000** (plus equity built-up from loan payments)	$185,000 – $155,000 (loan repayment) **$ 30,000** (plus equity built-up from loan payments)
Housing the Next Income-Eligible Family		
Market Price of Home	$240,000	$240,000
Sales Price of Home	$240,000	$185,000
What Buyer Can Afford	$185,000 (conventional loan)	$185,000 (conventional loan)
NEW Buyer Subsidy Needed	**$55,000**	**$0**

Stewardship Principles and Lasting Affordability

Achieving **lasting affordability** is not as simple as demanding that a home be sold at an affordable price at every resale. CLTs have learned that to ensure lasting affordability, they must be effective stewards of their community assets. Specifically, CLTs must provide four kinds of **stewardship** at once:

Stewardship of Structures or Homes. If a home is to remain a community asset for the long term, it needs to be maintained in good condition. So, CLTs do things like require that the home by adequately insured and approve all substantial renovations and additions. Some CLTs also educate homeowners about preventative maintenance, encourage certain capital improvements, and help homeowners through renovations to prevent contractor fraud.

Stewardship of Homeowners. CLTs support homeowners in several ways, not least of which is to design resale formulas that fairly balance ongoing affordability with the opportunity for wealth creation. CLTs recognize that it is not enough that buyers attain homeownership, they also need to retain it over time. To that end, CLTs do things like require homebuyer counseling before purchase, review all mortgage and refinance documents to prevent predatory lending, and offer post-purchase counseling and foreclosure prevention counseling to help bolster homeowners who need it.

Stewardship of Public Funds. CLTs are stewards of the public funds used to make their homes affordable in the first place. Every CLT makes a promise that those funds will serve generation after generation of homeowners. Accordingly, they oversee every element of the resale of CLT homes, including calculating the formula price and income-certifying the next homebuyer to ensure that the buyer meets the income target specified in the ground lease.

Stewardship of the Organization. In addition to stewarding homes, homeowners, and public funds, CLTs are also stewards of themselves as an organization. Each CLT has a perpetual responsibility for the property it

Lasting Affordability
A durable system of resale restrictions and supports that ensure that, upon resale, a home will be sold to income-qualified homebuyers at a price that they can afford. CLTs ensure lasting affordability through the use of ground leases. Other shared-equity homeownership programs may use deed restrictions or restrictive covenants for the same purpose.

Stewardship
Activities that CLTs undertake to ensure the success of CLT homeowners, as well as the long-term viability and affordability of homes on CLT land.

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holds, and with that comes a duty to focus on the sustainability of its own operations. CLTs support themselves by seeking donations and operating grants. If developing their own homes, they may be able to collect developer fees to fund ongoing operations. In addition, most will collect modest monthly lease fees from homeowners, and they may collect fees at resale of a CLT unit. Many CLTs also own apartment buildings that they rent at affordable rates to income-qualified tenants. Such rental holdings both advance the CLT's mission and provide regular cash flows that help sustain the organization.

Using these and other strategies, CLTs ensure that they are able to maintain the forever commitment they are making to the community.

How is a Community Land Trust Structured?

Another distinctive feature of community land trusts is their organizational structure. **The traditional CLT is a membership-based organization that serves a defined geographic area, which may range from a neighborhood to an entire city or region.**

Membership is open to anyone within the CLT's defined service area. This is one of the elements that makes the classic community land trust unique. Instead of just serving the direct beneficiaries — those living or working on land trust land — the community land trust is accountable to the entire community it serves.

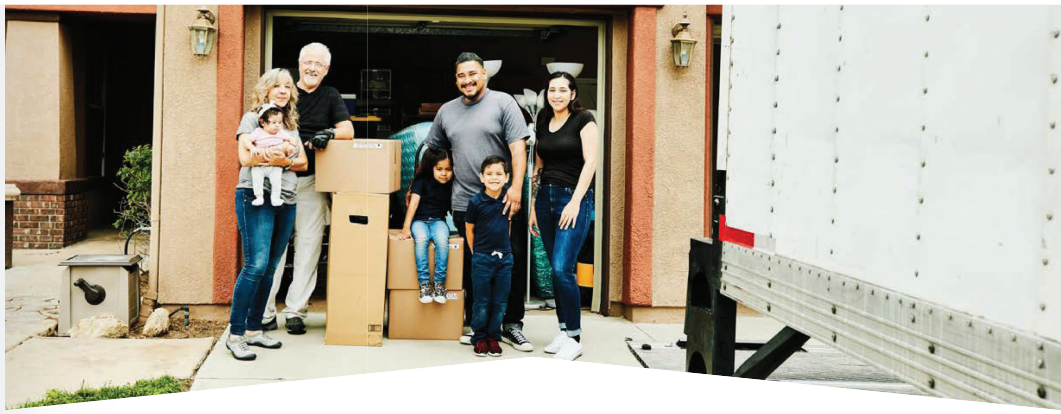
CLTs have a **"tripartite" board,** meaning that the board of directors is divided into three equal groups of representatives:

- A third of the board is made up of leaseholders, who are people living on or using CLT land.
- Another third is made up of community members.
- The final third is made up of technical experts, funders or other stakeholders in the organization.

The Tripartite Board of CLTs

Two thirds of the board is made up of community members and/or leaseholders, so the community holds the majority of votes





Because two thirds of the board is made up of community members and/or leaseholders, the community holds the majority of votes. For this reason, **CLTs are often referred to as community-controlled organizations.**

How Does a Community Land Trust Differ from Other Shared Equity Homeownership Models?

Community land trusts are often compared to other shared equity homeownership models, such as limited-equity housing cooperatives and deed-restricted, below market rate homeownership programs. The three models are similar in that they all provide resale-restricted, owner-occupied housing where the "bundle" of property rights is divided between the homeowner and the community. However, they differ in important ways:

In a limited equity housing cooperative (LEHC), members own shares in a cooperative corporation (co-op), which, in turn, owns multiple dwelling units — often in a multi-family building.

Owning a share entitles a household to occupy one of the co-op's dwelling units and to vote in the co-op's governance. A cooperative is a "limited equity" cooperative when the sales price of an ownership share is subject to a resale formula that limits its value to keep it affordable. LEHC rules also restrict purchasers to those within certain income limits. These provisions ensure that the housing remains permanently affordable to families and households of modest means.

In practice, LEHCs tend to be smaller than CLTs. An LEHC may own a single multi-family building, while CLTs may own land across an entire neighborhood or entire city. Another important difference is in governance arrangements: Governance of LEHCs is generally limited to the homeowners in the co-op building. By contrast, CLT governance includes CLT homeowners, as well as members who live in the CLT's service area but do not own a CLT home.

Despite these differences, it's important to note that CLTs and LEHCs can work in concert. An LEHC, for example, may own a multi-family building that sits on CLT-owned land.[3]

Deed-restricted, below market rate homeownership programs do many of the same things as CLTs, but without the ground lease or the governance structure providing community control.

These programs are often run by municipalities as part of an inclusionary housing initiative or by a nonprofit housing organization, such as a Habitat for Humanity affiliate or other community development corporation. In inclusionary housing programs, municipalities require developers to convey a certain portion of units in a development to income-qualified purchasers at affordable prices. These units are then subject to deed restrictions with terms very similar to those of a ground lease, such as terms governing the resale price of the unit or the income level of eligible purchasers. Enforcement of the deed restrictions falls to the municipality, or its designated administrator, which could be a CLT.

Unlike CLTs, deed-restricted, below market rate homeownership programs generally do not have a close connection to a particular neighborhood, and typically do not serve as tools for community empowerment and control of land. Laws vary significantly state-to-state with regard to how long a deed restriction may remain in effect. In some programs, deed restrictions may expire after a specified number of years, while in others, they may remain in effect for the life of the building to which they apply.



Benefits of Community Land Trusts

COMMUNITY LAND TRUSTS offer numerous benefits that can aid cities in expanding access to quality, safe and affordable housing for low- and moderate-income households. As cities explore equitable land allocation and land use solutions, they seek approaches that center sustainability and address the ongoing racial disparities embedded in local housing markets **addressing current affordable housing needs without making provision for future demand creates a revolving door within a city's housing stock, with affordable units evaporating from the market as quickly as they arrived.** Community land trusts can help address this cyclical challenge by gradually increasing the number of affordable units over time and ensuring that these units retain lasting affordability.

Lasting Affordability

One of the chief benefits that community land trusts deliver for cities is lasting affordability. For many municipalities, this represents a real paradigm shift. Cities have long used federal programs such as the HOME Investment Partnership Program or the Community Development Block Grant Program to make housing affordable to renters and buyers. They have also relied on the federal Low Income Housing Tax Credits (LIHTC) program to drive the development and rehabilitation of affordable units. All of these programs come with affordability requirements, but all of those requirements expire after a limited period — typically between 10 and 30 years.

Did You Know?

While these funding sources do not require lasting affordability, many CLTs leverage HOME, CDBG and even LIHTC programs in their work to provide lasting affordability.

The result is something of a "housing hamster wheel" — new affordable housing goes into the city while the affordability requirements on previously subsidized housing expire. This can leave many housing and community development officials feeling as though they are running in place — or worse, losing ground — when it comes to closing the city's affordability gap. Permanent affordability changes these dynamics.

Once established, housing in a community land trust remains affordable forever. This means that, over time, the stock of affordable housing in a community steadily grows as cities use annual subsidy dollars to create additional housing units, rather than repeatedly working to replace units when their affordability restrictions expire. The impact of this permanent and growing stock of affordable homes can be transformative:

Lasting affordability provides stability for families. CLT homes are, by design, homes that fit households' budgets. This affordability leaves families better positioned to pay for life's other necessities (e.g., health, food and transportation costs), to save for life's challenges (e.g. loss of employment, medical issues or vehicle repairs), and to take advantage of life's opportunities (e.g. education, training, or making a down payment on a new home).

The entire community benefits from this stability. For example, research shows that children in families that experience housing instability often suffer adverse impacts to their health, educational attainment, and income in adulthood.[4] The stable housing that CLTs provide to families helps lay the groundwork for children's lifelong success.

Lasting affordability helps build inclusive communities that resist processes of displacement and gentrification. In many cities, home prices are increasing faster than local incomes. In some neighborhoods, this problem is acute — prices are skyrocketing well beyond the reach of residents who have long lived there. Often it is people of color who find themselves excluded from a neighborhood they could once afford as processes of gentrification take hold.

CLTs help communities resist these economic and cultural disruptions. CLT homes remain affordable even as the cost of homes around them continue to increase. Their presence in a community can moderate forces of change, contributing to neighborhood stability, combating the negative effects of gentrification, and creating or preserving diverse, mixed-income neighborhoods.

Community Empowerment, Racial Equity & Wealth-Building

Community land trusts can serve as powerful tools to achieve community empowerment, racial equity and wealth-building. All three of these goals have been at the heart of the CLT movement from the outset. Indeed, the first CLT in the country, **New Communities, Inc.**, was formed by a group of Black farmers in Georgia for these very purposes.

The lasting affordability that CLTs provide is itself a form of community empowerment. It ensures that low- and moderate-income residents will have a home — and therefore a presence and a stake — in a neighborhood they might otherwise be priced out of. Ensuring access to such homes and neighborhoods can be a particularly salient goal in communities of color, who have often been pushed out of places where they live, or excluded from neighborhoods where they might want to live. CLTs are flexible tools that can ensure that both homeownership and rental opportunities remain accessible in a neighborhood, while also safeguarding a mix of commercial and community spaces that serve new and old residents alike.

Too often, government itself has served as a primary mechanism of exclusion and displacement in these communities. Exclusionary zoning, redlining, and "slum clearance" or "blight removal" initiatives are some of the more notorious policies that have had racially exclusionary impacts. Less often cited are public investments in neighborhood improvement initiatives.

These efforts often have the well-intentioned goal of bringing greatly-needed amenities to disinvested neighborhoods. However, they can have the negative side-effect of raising housing costs and may spark processes of neighborhood change that leave long-time residents and others who are similarly situated excluded from

New Communities, Inc: The First Community Land Trust

The first community land trust in the country was a product of the civil rights movement of the 1960s. In Albany, Georgia, Black farmers who asserted their right to vote were being pushed off land owned by white landowners. They sought a way to farm land affordably and securely, without the threat of displacement. Taking inspiration from kubutzes in Israel, they formed New Communities, Inc. The corporation purchased over 5,000 acres of farmland, becoming the largest Black-owned farm in Georgia. It also entered into long-term leases allowing the farmers and others to build homes and operate businesses on the property. This effort to advance racial equity and maintain affordability by separating the ownership of land from the ownership of homes served as the model on which the modern community land trust movement is built.

For more information, see **newcommunitiesinc.com**

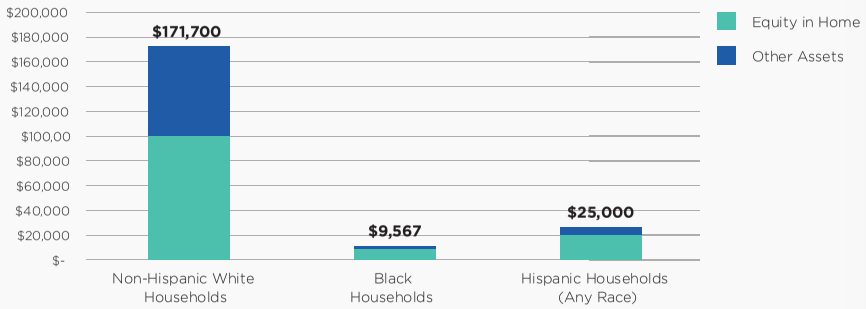
a neighborhood. Municipalities can counterbalance these displacement pressures by supporting CLTs in their communities, thereby advancing racial equity and enhancing community empowerment in the process.

Many CLTs actively seek to empower and engage community members in decision-making. CLTs are often driven by a commitment to giving voice to residents who too often have been excluded from secure housing arrangements. This empowerment begins by including such residents in the governance of the CLT through its tripartite board, but it does not end there.

CLTs often work with residents to identify community needs and leverage CLT resources to meet those needs. They also organize residents to shape the future of the city by developing comprehensive plans, and weighing-in on policy and development proposals impacting low- and moderate-income residents across the city. In this way, they enhance the democratic control of land and housing in the cities where they operate.[5]

The wealth-building that CLTs provide for low-income households can also advance racial equity. Historically, many low- and moderate-income buyers of color have been unable to afford or qualify for the purchase of a home. This has contributed to a substantial racial wealth gap in our country. As the chart below illustrates, the net worth of non-Hispanic white households in the U.S. is nearly 18 times greater than the net worth of Black households, and nearly 7 times greater than that of Hispanic households.

RACIAL WEALTH GAP: MEDIAN HOUSEHOLD NET WORTH
By Race and Ethnicity in U.S. in 2017



Source: U.S. Census Bureau. Wealth, Asset Ownership, & Debt of Households Detailed Tables: 2017.

CLTs can help close the homeownership gap. A 2019 study of 58 shared equity homeownership programs, including community land trusts, revealed that 95 percent of such homes are affordable to households earning 80 percent of AMI, and nearly half of such homes are affordable to very low-income households earning up to 50 percent of AMI.[6] CLTs are thus effective tools for helping low-income households become homeowners by making homeownership more affordable and more stable.

CLTs also help stabilize homeownership. If homeownership is to serve as a tool of wealth accumulation for low-income households, it is critical that such households be able to remain in their homes over several years. Many CLTs achieve this by successfully performing their stewardship functions intended to support homeowners and stabilize homeownership. With this support, CLT homeowners are much less likely to move in any given year than their counterparts in market-rate homes.[7] Moreover, homeowners in CLTs were 10 times less likely to be in foreclosure proceedings and eight times less likely to be seriously delinquent than homeowners across all incomes in the private market during the 2008-10 housing crisis.[8]

CLTs succeed in building wealth among low-income homeowners. One study found that the median household in a shared-equity home accumulated about $14,000 in equity during the course of homeownership. This equity gain includes both the household's share of the increase in the price of the home, as well as the "forced savings" they achieved by partially paying down the mortgage.[9] The research shows that 58 percent of shared equity homeowners who sell their homes go on to buy another home at market-rate.[10] Accordingly, CLT homeownership can serve as a stepping-stone to conventional homeownership for low-income households.

CLT homes have significant potential to help low-income households of color access homeownership and build wealth. In 2000, just 13 percent of community land trust homeowners were people of color. By 2018, that figure had increased to 43 percent.[11] Despite this progress, shared-equity homes are overwhelmingly owned by white, non-Hispanic heads of households. However, cities can work to expand opportunities for shared equity ownership among Black, Hispanic/Latino, Asian and Indigenous households by supporting shared equity programs in targeted neighborhoods and removing common barriers to homeownership. Creating avenues that extend affordable homeownership to households of color who have historically been shut out from real estate-generated wealth will aid cities in achieving greater levels of housing justice in their comprehensive housing strategies.



Community Stewardship

Beyond the financial advantages, a properly managed community land trust offers stewardship benefits that support the vitality of both the occupying resident and the neighborhood at large.

The added layer of stewardship within community land trust models ensures supports for the individuals within the household, such as financial literacy and coaching resources, as well as guaranteeing that the physical structure of the home is adequately maintained.[12]

Intentionally investing in those residing within the home, as well as the physical asset of the property, erects a holistic model of community care that can protect against residential displacement and economic predation while securing quality housing for generations to come.

As cities explore and deploy both emergency and recovery housing strategies, such as in response to COVID-19, community land trusts provide an avenue for lasting affordability, greater economic opportunity and stability for communities that have historically been ousted from homeownership. Cities must be intentional in creating sustainable housing solutions, and community land trusts are a vehicle to greater housing equity for Black and Hispanic/Latino households and can aid in addressing wealth inequality within cities.

The Municipal Role in Starting a Community Land Trust

MUNICIPALITIES TYPICALLY DO NOT start community land trusts by themselves. They do, however, have a significant role to play in the start-up process. In this section, we provide an overview of the start-up steps for a community land trust. Topics include who starts a community land trust, the mechanics of getting started, and the key role that municipalities can play in this initial phase.

Who Starts a Community Land Trust?

Community land trusts are, at heart, community-based organizations. They typically grow from residents' efforts to respond to particular community concerns, such as a need for neighborhood revitalization, a demand for more affordable homeownership opportunities, or distress over growing displacement pressures.

An ethos of community control also underlies most pushes for CLTs — people come together in an effort to change their circumstances for themselves, and to empower residents to shape the neighborhoods and city in which they live.

Accordingly, the short answer to the question of "who starts a community land trust?" is, "the community does."

"The community," however, can take many forms. Sometimes an ad hoc group of residents leads the push for a community land trust. At other times, an established housing organization takes the lead. Still other leaders may include churches, existing community organizations, neighborhood associations, and more, or a coalition of such groups. Each of these entities brings different assets to the task of organizing a CLT, and each faces different challenges. However, all can be successful in moving from an idea of a CLT to its implementation.

The Mechanics of Getting Started

Community leaders can start a CLT in any number of ways. Below is an overview of the process that Grounded Solutions Network recommends. It often takes about two years to move from exploratory meetings for a CLT to the first "shovel in the ground" or closing on a CLT home. For more detailed information on starting a CLT, please see Grounded Solutions Network's Start-up Community Land Trust Hub.

1 Build a Community Vision

Proponents of a CLT should begin the organizing process by having a community conversation about housing needs and concerns, and the role a community land trust could play in the local housing and development landscape. Indeed, they should have many conversations, finding a variety of ways to engage with stakeholders on these topics — including through **one-on-one discussions, small and large group meetings, in-person and online events, focus groups,** and more.

An important goal of these conversations is to identify who is already working to address the needs and concerns raised by the community, and in what ways. Ultimately, the community should arrive at a shared vision of the need for a CLT and the role it could play in the local housing ecosystem. Key stakeholders might include:

- Potential CLT homebuyers
- Residents of the CLT's likely service area
- Community development corporations and nonprofit housing developers serving the area
- Housing counseling organizations
- Local government representatives, especially in the city's planning and community development department
- The local land bank, if there is one
- Prospective funders
- Real estate professionals (e.g. Realtors, bankers, lawyers, for-profit developers)
- Neighborhood associations
- Clergy and other church leaders
- Other community/anchor institutions

As they have these conversations, CLT proponents should always be on the lookout for partners who could join the proponents in advocating for and organizing a CLT.

2 Determine Who the CLT will Serve and How

The next step of the process is to dive deeper into the details and define a vision for the CLT. The decisions made in this phase will be informed by the conversations had in the first phase. They will also likely be revisited in future phases as understandings and priorities shift over the course of the organizing process. Key decisions to make at this point concern the CLT's **mission, geography** and **functions.**

Mission

CLTs may be organized for any number of purposes. Clarity on the CLT's mission will help the organization make strategic decisions going forward as to how it will operate. CLTs are often organized to:

- Increase affordable ownership opportunities for low- or middle-income homebuyers, particularly buyers who are Black, Indigenous or People of Color
- Increase affordable rental opportunities for low-income renters, particularly renters who are BIPOC
- Resist processes of gentrification and displacement
- Stabilize distressed neighborhoods
- Promote income diversity in neighborhoods
- Decrease community wealth disparities
- Provide stability, equity, and security to people who have not had access to this through homeownership in the past
- Allow workers to live near where they work
- Increase community control and autonomy

Geography

CLTs can be organized to serve one particular neighborhood, an entire city or a region as their service area. Usually the smaller the geography, the closer the connection with the community. Larger geographies, by contrast, allow for greater efficiencies of scale, and may present a wider range of opportunities for impact. Typically it does not make sense for more than one CLT to serve the same geography.

Functions

In many ways, decisions about what functions a CLT will have are decisions about how the CLT will relate to other existing entities. If an existing organization is already meeting certain needs in a prospective CLT's designated service area, it may make sense for the CLT to partner with that organization, rather than creating a redundant program. If no one is filling a particular role, however, or if additional capacity is needed in a certain area, then it may make sense for the CLT to take on that function. CLT functions commonly include some or all of the following:

- Housing development
- Pre-purchase counseling



- Housing sales and resales
- Marketing and relationship-building to create a qualified buyer pipeline
- Post-purchase homeowner counseling
- Maintenance and repair support, including facilitating connections to funding sources
- Foreclosure prevention and support

Decisions regarding mission, geography and function are interrelated. A CLT serving a distressed urban neighborhood in a city with a well-established homebuyer counseling organization, for example, may focus on rehabilitating existing homes in the neighborhood while partnering with the homebuyer counseling organization to identify and pre-qualify purchasers. Alternatively, in a city with a vibrant nonprofit housing sector and a strong inclusionary housing ordinance, a CLT may do no development work at all, focusing instead on stewarding homes developed by others to ensure lasting affordability.

3 Determine How the CLT will be Structured and Governed

The "classic" community land trust is an independent nonprofit organization governed by a tripartite board of directors. The "tripartite" board consists of equal numbers of CLT homeowners, members from the neighborhood or other geography served by the CLT, and other "at large" members who are selected because they are well-positioned to guide the work the CLT does, potentially including bankers, lawyers, foundation leaders, and leaders of other community organizations.

While this is the traditional governance structure for CLTs, there is room for variation. It often, for example, makes sense to operate the CLT as a program or subsidiary of an existing organization during the start-up phase. This can make it easier to support and sustain CLT operations by sharing staff, office space and financial resources. During this phase, there may be no board at all, or the board may be appointed by the parent organization. As the CLT becomes more established, it can be spun-off as its own free-standing organization, run by the traditional tripartite board.

4 Develop a Business Plan

By the time CLT proponents have completed the three steps outlined above, they are ready to prepare a business plan for the CLT. A business plan lays out the decisions and careful thinking that have gone into the development of a CLT in a form that supporters, funders, lenders, and others will understand. It also prompts detailed thinking about some aspects of the organization and operations that may not have been explored to date. The business plan might include:

- Community needs
- Mission
- Geography & clientele
- Organizational structure
- Functions and likely partners
- A three- to five-year plan for bringing the CLT's portfolio to scale
- Staffing needs
- Organizational budget
- Sample documents, including a draft ground lease based on the 2011 National Model Ground Lease

Most groups that embark on a business planning process work with a consultant or expert to help facilitate the process and to bring an outsider's perspective.

5 Lay the Groundwork for the First Project

A fledgling CLT will need to incorporate and assemble resources to sustain it through a first project. This typically starts with securing both operating support and funding for the project, and hiring staff. The CLT will also need to develop and implement a homebuyer selection and orientation program. **It is also essential for new CLTs to reach out to local lenders in order to acquaint them with the CLT model so that they are ready to provide mortgage financing to a new CLT homebuyer.**

Additionally, the new organization will need to make critical affordability decisions. One of those decisions is the targeted income level of prospective homebuyers, which will influence the initial affordable purchase price. The targeted income level is typically set as some percentage of area median income. **In choosing a particular AMI to target, it is important that CLTs consider the racial equity implications of that decision.**

For example, "moderate income" households are often defined as those earning between 80 percent and 120 percent AMI. In many markets, however, the income of a large proportion of households of color falls below the 80 percent threshold. **The decision to target "moderate income" households, therefore, is likely to lead to a population of CLT households who are whiter than the city's population as a whole.**

In addition to income levels and initial sales prices, CLTs also must select the formula that will be used to determine the price of the unit on resale. Resale formulas come in many varieties, but the three common types that are relatively easy to understand and to administer include:

- **Fixed rate resale formulas**: The homeowner's initial affordable price (what they paid to buy their home — or the "base price") is increased over time by a fixed annual percentage of either simple or compound interest.
- **Index based resale formulas**: The base price is increased over time by the percent change in a published index, such as area median income or the consumer price index.
- **Appraisal based resale formulas**: The base price is increased over time by adding to it a specified percentage of the increase in the home's market value. The increase in market value is measured by market appraisals at the time of initial purchase and the time of resale.

There are good reasons to choose any of the above formulas, and a CLT should carefully weigh its mission, goals, and the ease of understanding and administering a formula when making that choice. As CLTs gain experience with a particular formula, they may adjust it in future ground leases, or in current ground leases by agreement with existing homeowners.

For more information on affordable pricing and resale formulas, please see **Grounded Solutions Network's website.**

6 Operate and Sustain the Organization

Placing the first unit in service is cause for celebration for any CLT. However, it is also just the beginning of operating and sustaining a CLT for the long term. Continued outreach and engagement are required to ensure the CLT maintains its community connections and fulfills its community empowerment goals.

As the CLT adds more units, functions such as building and homebuyer stewardship will likely become more central, and the organization's staffing needs will grow. The organization's business plan should provide a roadmap to sustain the CLT's operations through its first three-to-five years, subject to adjustments and guidance provided by the organization's board of directors and leadership staff.

What Role Can Municipalities Play in Start-Up?

Municipalities do not typically start community land trusts without significant community leadership. Nonetheless, there is a lot that municipalities can do to both initiate and support CLT organizing efforts.

Indeed, sometimes they need to be the first actors in this space. The idea of a CLT may be new to the community, "turf wars" or a lack of resources may keep the relevant stakeholders from starting a new initiative, or other actors may not have the same "view of the field" that lets municipal actors identify the particular need that a CLT could fill in the local housing ecosystem. Whatever the reason, a CLT may not come together in a particular community if the initial support for it does not come from the city government itself.

In other cases, the idea of a CLT may emerge from the community, but require municipal support in order to move the idea forward and create impact at scale. In this scenario as well, a lack of resources, competing priorities, or understanding of the field may hamper organizing efforts.

Moreover, municipal backing can be the signal that other stakeholders need before they are willing to commit time and resources to the effort. Experience has shown that strong municipal support for CLTs — both at start-up and throughout operations — is critical to their long-term success.

Helpful roles that municipalities can play in a CLT start-up include:

Introduce the Community to the Idea of a CLT. In some cities, municipal staff have organized local forums and information sessions to introduce people to the idea of a community land trust. It can be particularly helpful to bring in experts and practitioners from other cities to explain how the model works and the impact it has had on local conditions. The city could even commission a report that identifies and explores the potential role of a CLT in the city, and the benefits it might provide.

Convene Stakeholders. Municipalities can also support the formation of a CLT by convening key stakeholders to explore the idea further. This can be a particularly helpful role where a lack of resources or "turf wars" make it difficult for any single community actor to be the lead convener. However, the municipality must take care to be inclusive in whom it brings to the table. A key group or individual "snubbed" from the invitation list can cause rancor and distrust that makes it difficult to carry the CLT effort forward.

Participate in the Planning Process. Regardless of who initiates discussions about a community land trust, one of the most valuable things a municipality can do in bringing a CLT to fruition is to participate in the planning process. In many cities, both elected officials and municipal staff have participated as key members of the planning team, contributing their knowledge of local conditions, government programs, and funding sources to the overall dialogue.

Staff the Start-Up. Municipal employees have sometimes served as staff of a CLT during the start-up phase. Before a CLT is established, staff might take the lead in convening meetings and doing the legwork to move the CLT through the planning process, acting at the direction of a local advisory committee or governing board. After a CLT is established, municipal staff have sometimes served as de facto CLT staff, assuming primary responsibility for day-to-day operations until the CLT has reached sufficient scale to staff itself.

Hire Consultants and Other Experts. Particularly in the business planning phase of start-up operations, the assistance of consultants with deep knowledge of the operational and technical aspects of CLTs can be invaluable. Municipalities can significantly advance a CLT start-up effort by contracting for expert assistance in this phase of operations.

Provide Start-Up Funding. It can take more than a year for a new CLT to develop homeownership units, and even longer before it reaches sufficient scale to sustain its operations. Start-up funding from municipalities can provide stability for the CLT during this critical phase.

Ensure a Project Pipeline. Particularly in the first few years of operations, it is important for CLTs to secure and complete a regular flow of homeownership projects. Municipalities can help CLTs achieve this goal by prioritizing funding for projects that provide lasting affordability in homeownership.

In addition to providing necessary support and resources, municipalities can also foster the long-term success of community land trusts by making adjustments to city policies and practices. We review these potential changes in the next sections.

For more details, please see **Appendix B: Additional Resources** and **The City-CLT Partnership: Municipal Support for Community Land Trusts.**

The Municipal Role in Sustaining a Community Land Trust

DIRECT MUNICIPAL SUPPORT for the establishment and operation of a community land trust is critical to its success. However, direct support alone is not enough. **It is also important that municipalities structure their policies and practices in support of the CLT mission to provide affordable housing for the long term.**

Cities that are establishing or already have community land trusts should also review their policies and practices with regard to public land disposition, land banks, funding for affordable housing, and inclusionary housing requirements and incentives.

Public Land Disposition Policies

Many cities hold quite a few surplus land parcels. These may be parcels acquired through tax or other lien foreclosure, land that was donated to the municipality by a developer, or land that was purchased but is no longer needed for a public works project. Whatever the source, municipalities are in the position to use this land to promote lasting affordability in housing.

To do so, cities should consider adopting the following policies and practices:

1 Establish a publicly accessible inventory of surplus properties

Many cities simply do not know which properties they own, or whether the parcels are needed for future use. Nonprofit housing organizations, including community land trusts, may have an even harder time getting this information. Cities can help housing organizations identify and make plans for this property by inventorying the land the city holds, determining whether the land is indeed "surplus" — that it is not needed for a municipal project — and then making the list of surplus properties publicly available.

2 Prioritize lasting affordability in the disposition of publicly-owned land

City policies typically specify the process to be followed when disposing of city-owned land. Often, they give a priority to proposals that pledge to use the property for affordable housing. This can be helpful, but for municipalities intent on fostering the success of community land trusts, it does not go far enough.

The problem is that **CLTs can find it difficult to compete with other affordable housing organizations on price.** In part, this is because they often target home buyers at lower income levels (e.g. those earning up to 60 percent of area median income) than other affordable housing organizations (which in many cases target buyers earning 80 percent to 120 percent of AMI). With deeper income targeting, CLTs must keep their acquisition costs low, in order to pass the savings on to buyers.

CLTs also tend to offer a lower price for land than their peers in the affordable housing industry because CLTs' costs are higher. To fulfill their commitment to lasting affordability, CLTs often incorporate longer-lasting building components and more effective energy-efficiency measures when they build or rehabilitate homes. These expenses can drive up CLTs' construction costs. CLTs also have ongoing costs in stewarding buyers and homes through repeated sales of a property — costs that organizations that do not commit to lasting affordability do not have.

Due to added costs and deeper affordability targeting, CLTs often cannot offer as much for a piece of land as other affordable housing organizations. Accordingly, even when a municipality prioritizes affordable housing in the sale of publicly-owned land, CLTs may consistently lose out to their peers in the industry who do not face similar constraints. **To support CLTs, municipal policies should specifically prioritize purchase proposals that promise lasting affordability in the use of that land when selling surplus property.**

3 Discount land prices when selling to entities that ensure that housing on the land remains affordable in perpetuity

States vary significantly as to how much freedom they accord to municipalities to set the sales price of surplus property. Sometimes, cities are constrained to offer property strictly at "fair market value." Often, however, they have leeway to offer a discounted price, or donate land outright, when doing so advances a significant public interest.

Providing affordable housing and ensuring that it remains affordable in perpetuity is undoubtedly in the public interest. Indeed, CLTs take a one-time investment in housing and ensure that it delivers affordability to the community on the first sale, on the next sale, and on every sale thereafter. For other affordable housing providers, the affordability they provide may serve only one household before it expires. Accordingly, CLTs arguably advance the public interest more effectively than other entities that offer only short terms of affordability.

In light of the long-term value that CLTs provide, as well as the higher costs and deeper income targeting they often maintain, cities should consider offering surplus land at a discounted price to community land trusts and others that promise lasting terms of affordability, better enabling these organizations to fulfill their public interest mission.

Land Banks[13]

Municipalities can also support community land trusts by establishing **land banks** (where they don't currently exist) and using them to provide a pipeline of property for CLTs. Land banks are typically nonprofit or public authorities that focus on the conversion of vacant and deteriorating properties to productive use. They most commonly acquire properties through the property tax foreclosure system, but may purchase property or receive donations of land as well. State enabling legislation typically grants land banks special powers such as the ability to remove liens for delinquent property taxes and to resolve problems in the chain of title to the property. **These powers enable land banks to return the property to productive use without the legal and financial barriers that might otherwise make the properties unattractive to the private market.**

Land Banks
Nonprofit or public authorities that focus on the conversion of vacant and deteriorating properties to productive use, such as for affordable housing

Land banks and CLTs can play complementary roles in different markets across cities. Land banks tend to be most active in "weak" market areas, where vacancy and abandonment are particularly common. In these neighborhoods, **land banks can work with CLTs to rehabilitate homes and revitalize the area, while protecting neighborhood affordability for when the market once again heats up.** Land banks also sometimes acquire property in stronger market areas of a city. By prioritizing these properties for acquisition by a CLT, cities can make amenity-rich neighborhoods more accessible and affordable for the long term.

IN PRACTICE

Albany, NY, provides a useful example of collaboration between a CLT and a land bank. The Albany County Land Bank worked with the Albany Community Land Trust to establish the "Inclusive Neighborhoods Program," which gives the Albany CLT a "first look" at properties that come into the land bank's inventory that are located in moderate-to-stronger market areas of the City of Albany.

If the CLT is interested in the properties, it may acquire them at a discount, rehabilitate the properties if necessary, and return them to the market as permanently affordable housing. This program represents a significant commitment by the land bank to forgo a portion of the potential income from the sale of the property in order to promote inclusive neighborhoods and lasting affordability in Albany.

Funding for Affordable Housing

Cities can also support CLTs by prioritizing lasting affordability in the allocation of affordable housing subsidy dollars.

Most cities provide subsidy dollars for the development of affordable housing. This funding typically comes from federal programs administered by local governments, such as the HOME Investment Partnership program and the Community Development Block Grant program. Local governments also may provide locally-generated funds, whether through budget allocations of general revenue funds, or through designated sources such as voter-approved housing bonds or fees on real estate transactions. Often these locally-generated funds are administered through an **affordable housing trust fund** — a distinct fund established to provide a reliable and dedicated stream of funding for the production and preservation of affordable housing.

Affordable Housing Trust Fund
A distinct fund of locally-generated budget dollars that are earmarked and administered to provide a reliable and dedicated stream of funding for the production and preservation of affordable housing

Whatever the source, subsidies and incentives that local governments provide should be appropriately scaled to the public benefit they secure. CLTs arguably provide greater public benefit than other programs that provide shorter terms of affordability, so accordingly, **cities should consider providing larger subsidies for CLTs and others that provide permanently affordable housing.**

Cities should also consider prioritizing allocations for such entities. Prioritization can take the form of direct requirements imposed on all funding applicants, point-based incentives that would give CLTs a competitive advantage in the allocation of funding, or set-asides that would ensure that some funding for lasting affordability is always available.

IN PRACTICE

Baltimore, MD, has earmarked about a quarter to a third of the more than $15 million of annual funding it contributes to its Affordable Housing Trust Fund for CLT projects. Similarly, Highland Park, IL, expressly prioritizes funding for its local CLT and other organizations that provide long terms of affordability in its housing trust fund allocations.

Seattle, WA, takes a somewhat different approach: It raises affordable housing funds through a housing levy. All projects that receive funding from the levy must commit to maintaining their affordability for at least 50 years. Thus, while Seattle does not expressly prioritize funding for CLTs, it requires lengthy terms of affordability for all projects, ensuring that CLTs compete on a level playing field with other developers.

Inclusionary Housing Policies

Requiring lasting terms of affordability in inclusionary housing policies is another way that cities can foster the success of community land trusts.

Inclusionary housing programs are local policies that tap the economic gains from rising real estate values to create affordable housing for lower-income families.[14] An inclusionary housing program might require developers to sell or rent 10 to 30 percent of new residential units to lower-income residents. Many, but not all, programs partially offset the cost of providing affordable units by offering developers one or more incentives such as tax abatements, parking reductions, or the right to build at higher densities. Most programs recognize that it's not always feasible to include affordable on-site units within market-rate projects, in which case developers may be able to choose among alternatives such as payment of an in-lieu fee or provision of affordable off-site units in another project.

Inclusionary Housing Programs
Policies that require or encourage new residential developments to make a portion of the housing units affordable to low- or moderate-income residents, often in exchange for cost offsets such as tax abatements, parking reductions or density bonuses

When inclusionary housing programs require or incentivize lasting terms of affordability for the units provided under the program, they create a natural niche for CLTs to fill. For-profit developers are often unprepared to find income-qualified buyers, monitor and enforce affordability requirements for decades to come, and otherwise steward owners and properties for the long term. In such cases, they can sell the units to a CLT at a price affordable to the CLT's target homebuyers, and the CLT will then resell the home (but not the land) to those buyers. The CLT then relieves the developer of any long-term monitoring or support responsibilities.

IN PRACTICE

Chapel Hill, NC, provides an excellent example of the synergies created between an inclusionary housing program and a community land trust. The town's ordinance requires developers to provide units with lasting affordability and encourages private developers to work with Community Home Trust, the local CLT, to produce their affordable units. The private developers build the units and sell them to the CLT at an affordable price. The CLT then takes on the responsibility for finding eligible buyers and sells the homes to income-eligible buyers, subject to 99-year resale restrictions.

This approach enables the CLT to preserve the home's affordability over time, while freeing the town and the developers from this ongoing administrative burden. The market-rate developers pay the CLT a marketing fee, the local governments provide limited operating funding, and homeowners pay a monthly fee that supports the organization's ongoing administration and monitoring costs.



Guaranteeing Permanent Affordability

To guarantee lasting affordability for CLT homeowners, proper attention needs to be given to CLT properties and how they are established, assessed, and retained within a locality's affordable housing stock.

Equitable Property Tax Relief. There is much debate on the proper taxation structure for CLT properties, as there is tension in ensuring that property tax costs do not create an added cost burden to homeowners, while also acknowledging that CLT property owners enjoy and use many of the public services (e.g. schools, streets, parks) that are supported through the collection of property taxes. The use of **restrictive property tax assessment models** can support CLTs in retaining long-term affordability, without requiring a total property tax exemption for their homeowners.

While each CLT's optimal method of assessment will likely be dependent on, and constrained by, state regulations, a focus on relief strategies that are concentrated on either the land or physical dwelling have demonstrated promise in minimizing tax cost-burdens for CLT homeowners.[15]

Basing the assessed property value on pre-determined resale formulas or income-based formulas will help stabilize CLT homeowners for the duration of their time in the home. Additionally, where applicable, homestead property tax exemptions can help reduce tax burdens by providing CLT homeowners opportunity to reduce their property tax bill by completing an annual application process.

In jurisdictions where exemption or relief are unattainable, CLTs may explore private funding sources that can be used to off-set associated ownership costs in support of securing long-term affordability.

Eliminating Administrative Barriers. Cities can also work toward ensuring lasting affordability by minimizing administrative barriers that unnecessarily prolong the real estate development process. Cumbersome processes that require multiple reviews and a string of city-level approvals not only extend the development timeline, which could increase development costs, but may ultimately discourage development all together for smaller projects that carry thin financial margins.

Lengthy development timelines that are a result of inefficiencies in administrative processes may decrease the financial feasibility of projects due to a developer's responsibility of meeting ongoing carrying costs. **Requiring periodic reviews of development processes provides opportunity to eliminate steps that are outmoded or those that no longer serve the interests of the city or developer.**

Additionally, proper oversight of variances in city approval time by property class, neighborhood, or zoning type will assist cities in ensuring that administrative procedures do not inadvertently discourage the production or preservation of affordable homes. **Cities can safeguard against variances and inconsistencies in administrative processes by creating standardized review processes and timelines that are used for CLT projects.**

And where permissible, **CLTs may receive additional pre-development support through the exemption of state or local taxes associated with the construction phase of the project.** Receiving an automatic sales tax exemption for building materials, or similar development incentives, could assist CLTs in decreasing project costs and ultimately pass these savings along to the homeowner.

Ongoing Support & Resource Contribution. Creating lasting affordability requires intentional policy creation and long-term planning to ensure that affordable units are permanently retained within a city's affordable housing stock. By leveraging available city-owned assets through land banks or prioritizing fund disbursement through housing trust funds, municipalities can secure lasting affordability for their community. Similarly, cities can employ federal funds by executing strategies that ensure affordable units do not exist on a revolving door, but are maintained and secured through CLTs for generations to come.

The strategic alignment of resources, stakeholders, assets, and goals can provide momentum in achieving housing justice goals through productive CLTs. Creating and

preserving safe, quality housing that is truly affordable should ultimately become a community-wide endeavor, and cities can promote this approach by establishing partnerships that are aligned through vision and individual action. Cities can solidify this process through the creation of **comprehensive housing plans** that are developed with community buy-in and are intentional in creating equitable land use practices that promote a high-quality of life for all residents.

Monitoring & Enforcement. Lastly, privately managed projects that contain affordable units, such as those created through inclusionary housing or CLTs, should be required to follow city-developed administrative guidelines that ensure fairness and equity within the resident selection process.

To enforce these guidelines, some programs have erected penalties and fees for projects that are continually non-compliant.[16] Cities can also enact local compliance measures to monitor CLT adherence to fair housing requirements.

Developing a reporting system to monitor claims against CLTs will assist cities in proactively creating safeguards against actions or behaviors that can decrease one's quality of life. Ensuring affordability through CLTs is a continual process that requires intentionality, monitoring and enforcement, but will help cities maintain a high-quality of life for all residents for years to come.

Conclusion

TASKED WITH ENSURING stable and safe housing for residents, cities, towns and villages of all sizes are perpetually weighing community needs against available resources. In many cases this balancing act yields a policy landscape that furthers a revolving door of affordability, with new units constructed largely through incentives to replace units phasing out of affordability. As a result, few cities are able to see the light at the end of the affordability tunnel.

With the commitment that units will remain affordable in perpetuity, community land trusts stand to help cities meet a housing need that is unlikely to ever disappear. At a regional or city scale, CLTs enable communities to weather economic downturns more effectively, while resisting the widespread processes of gentrification and displacement. And with the potential to facilitate homeownership and the corresponding opportunity for wealth building, CLTs are positioned to be a powerful tool for racial equity by closing the otherwise almost unfathomable affordability gap for households that are low-income, Black, Indigenous or People of Color.

As cities look to recover from COVID-19, there is a prime opportunity to rebuild more equitably than before. Community land trusts, when managed with both community and municipal support, have the potential to efficiently, justly, and effectively address the longstanding affordable housing needs that many cities have faced for decades.

Appendices

Appendix A:
CLT Examples from Around the Country



Boston, MA

DUDLEY NEIGHBORS, INCORPORATED

What are the program details?

Dudley Neighbors, Inc. (DNI) was created in 1984 as a response to community and resident concerns about a swath of underutilized spaces in an area facing rapid disinvestment. Established as a community land trust and an urban redevelopment corporation (Massachusetts 121A Corporation), DNI was granted the eminent domain authority it needed to acquire privately-owned, vacant land in the area known as the "Dudley Triangle." Equipped with a comprehensive development plan drafted by the community, DNI began to pursue its vision for revitalization.

With control over more than 30 acres of land, DNI helps to preserve and facilitate the construction of affordable housing by leasing land parcels to both private and nonprofit developers. Individual homeowners are then offered 99-year leases for a monthly fee while being able to apply for a mortgage for just the value of the home, and DNI maintains a long-term stewardship over the land itself.

Through its connection with Dudley Street Neighborhood Initiative, DNI supports tenants and homeowners with regular workshops on topics such as home maintenance and repair, refinancing, financial planning, taxes and residential tax exemption, and has worked with local banks and financial institutions to develop mortgage offerings that are consistent with the CLT model. Purchasers are also required to take at least two, 2-hour trainings about the land trust and ground lease structures.

Since its establishment more than 35 years ago, Dudley Neighbors, Inc. has contributed to the development of 227 units of affordable housing, including 95 permanently affordable homes, 77 cooperative housing units and 53 rental units. With a focus on maintaining deeply affordable housing, half of all DNI homeowners earn roughly $20,000 to $40,000 each year and 80 percent of all families earn less than $70,000 annually. The land trust is also now home to a community greenhouse and urban farm, a playground, gardens, and office space for local nonprofits. Additional commercial space is also being development, all with community needs in mind.

What are the goals of the program?

Dudley Neighbors, Inc. serves as the community land trust arm of the Dudley Street Neighborhood Initiative (DSNI) and is tasked with implementing local-level revitalization plans created by the community itself. These efforts zero in on the important goal of "development without displacement," and aim to create, preserve and maintain space for a diverse community. By facilitating affordable housing, economic development and the establishment of open spaces and other amenities, DNI and the Neighborhood Initiative seek to empower residents of Boston's Roxbury and North Dorchester neighborhoods.

Who are the partners?

Dudley Neighbors, Inc. was created through the Dudley Street Neighborhood Initiative and coordinates closely with the City of Boston, particularly the Department of Neighborhood Development, to exercise its eminent domain authority. It has also established partnerships with local community initiatives such as the Urban Farming Institute and The Food Project for the maintenance of the CLT's urban greenspaces, along with Boston's Coalition for Occupied Homes in Foreclosure and the Chinese

Progressive Association. The trust partners with national groups that include Grounded Solutions Network, the Trust for Public Land and the Ford Foundation.

How is the program funded?

This Boston-based community land trust operates with the support of the city government but relies on financial contributions from national partners such as the Ford Foundation, as well as on leasing agreements it has with developers. Additionally, DNI's status as a community development corporation enables it to leverage $150,000 in tax credits for the 2019-2020 fiscal year through the Community Investment Tax Credit (CITC) program signed into law at the state level. By offering a 50 percent state tax credit on donations of $1,000 or more, DNI is positioned to secure $300,000 in funding that can be used programmatically, though not for development.

What else should city leaders know?

Homeowners and city officials are not the only key audiences for community land trusts looking to establish themselves — working with banks and financial institutions was a significant step in the early days of DNI. Many lenders are not yet fluent in the land trust or shared equity models, which can pose a significant hurdle for potential homeowners looking to finance their new home.

Dudley Neighbors, Inc. engaged and worked alongside banks to finetune the process of underwriting loans that account for just the value of a home, not including the value of the land beneath it. By partnering with local banks and through education efforts at Banker Forums, DNI has supported the development mortgage offerings specifically accounting for the CLT model with several local financing institutions.

Learn more at **dudleyneighbors.org**



Atlanta, GA

ATLANTA LAND TRUST

What are the program details?

The Atlanta Land Trust (ALT) creates and preserves permanently affordable housing in the booming area of the Atlanta Beltline by implementing a community land trust model at scale and providing stewardship over owner-occupied homes.

The CLT initiative complements the equity goals of the urban redevelopment program currently underway at the Beltline, which is a former railway that encircles the city of Atlanta, Georgia. Launched in 2009 as a true public-private partnership by a group of more than 30 public, private, nonprofit and community organizations, ALT bolsters affordably in a rapidly developing area and enables low-and middle-income residents (at or below 80 percent AMI) to build wealth through homeownership.

In close partnership with the City of Atlanta and its designated Land Bank Authority, ALT has secured its portfolio from corporate donors by offering tax deductions, through partnerships with nonprofits and community development corporations, and with standard purchasing agreements. Operating on 99-year leases, ALT homeowners are buffered from shocks in the housing market while the Land Trust is able to preserve public investment in a stock of affordable homes.

When a homeowner ultimately decides to sell, the resale value is set to maintain affordability for the incoming owner: Most homes can be sold at a price that allows owners to realize 25 percent of the appreciated value of their home, while prices for other properties in specific neighborhoods are set based on a formula using average income growth to determine the amount of equity that a homeowner can realize. ALT has a portfolio of

roughly 20 homes and has a pipeline of more than 200 units, with others currently on the market.

As Atlanta continues to expand, the CLT is well-positioned to help foster inclusive growth for the city's highly diverse population. With support from the City, ALT has been identified as a mechanism for equity and is highlighted in the newly released city-wide housing plan, *One Atlanta: Housing Affordability Action Plan.* Additionally, its board — comprised of neighborhood community members, city representatives and nonprofit partners — is pursuing property tax cuts as an added benefit for owners.

What are the goals of the program?

The Atlanta Land Trust (ALT) was established in an effort to help maintain affordability in areas at risk of gentrification and displacement in anticipation of development sparked by the Atlanta BeltLine Project. It is also coordinating closely with the City of Atlanta and the Atlanta/Fulton County Land Bank to align their efforts and meet the needs of a diverse community. By serving in a stewardship role through its community land trust model, ALT aims to create and preserve permanently affordable housing, while directly addressing disparities through equitable growth and wealth-building through homeownership.

Who are the partners?

With backing from the Atlanta BeltLine Partnership, Georgia ACT (formerly the Atlanta Housing Association of Neighborhood-based Developers) and the Annie E. Casey Foundation, the Atlanta Land Trust was created by a group of more than 30 public, private, nonprofit and community organizations. In its establishment, ALT's founding coalition received technical assistance from Burlington Associates in Community Development, LLC around the implementation of a community land trust model. The trust coordinates closely with the City of Atlanta and the Fulton County/City of Atlanta Land Bank Authority in pursuit of the shared goal of providing equitable, affordable housing.

How is the program funded?

The Atlanta Land Trust was jumpstarted by funding from Home Depot, NCB Capital and the United Way of Metropolitan Atlanta, and continues to be largely supported by private and philanthropic funds. The Trust has since received support from a range of corporate and philanthropic partners, including the Ford Foundation, Wells Fargo, SPARCC, The Community Foundation for Greater Atlanta, Enterprise Community Partners and Transformation Alliance. In December 2017, ALT received a multi-year $1 million grant from The Kendeda Fund, which has been key to continuing the organization's growth. Finally, ALT was named as a Bank of America Neighborhood Builders awardee in 2019 and is the recipient of a $200,000 grant.

What else should city leaders know?

For many communities, housing is simultaneously an area of high-need, and a crowded policy space. With numerous policy levers available and countless advocacy organizations, nonprofit implementors, philanthropic entities, and corporate partners all pursuing specific initiatives, it can be critical to find alignment and identify shared goals. In the case of ALT, recognition of how the revitalization of the Atlanta BeltLine would impact the community as a whole spurred the need for additional focus on maintaining a stock of affordable housing. And as Atlanta Mayor Bottoms rolled out her vision for a pathway to affordable and equitable housing opportunities, the One Atlanta: Housing Affordability Action Plan, ALT has become a central component.

Amidst coordinating with the local land bank to create a pipeline of land for development, ALT is also working with city leaders to secure a partial property tax homestead exemption for CLT homeowners. When it comes to housing, having "too many cooks in the kitchen" can be a great thing, particularly when they are all following a similar recipe.

Learn more at **atlantalandtrust.org**



Houston, TX

HOUSTON COMMUNITY LAND TRUST

What are the program details?

Established in 2018, the Houston Community Land Trust (HCLT) focuses its efforts on making homeownership achievable for low-income residents as housing prices and property taxes have soared, and as the city recovers in the wake of Hurricane Harvey. Operating in a city without zoning laws, HCLT secures interest from low-income households and helps prospective homeowners navigate an otherwise sprawling housing market while ensuring long-term affordability for each home.

Working in lockstep with the City of Houston's Housing and Community Development Department (HCDD) and the Houston Land Bank (HLB), the Houston Community Land Trust helps to match low-income, prospective homebuyers with properties developed through the city's New Home Development Program (NHDP). Using land designated by the Land Bank, the city manages the building of homes that are subsequently turned over to the Land Bank for a market-rate sale to households at or below 80 percent AMI.

With the house on the market, the Houston Community Land Trust works to identify buyers who would be interested in purchasing the home through the Land Trust at a subsidized price. For a home that would otherwise be traditionally sold by the Land Bank for between $150,000 and $180,000, HCLT is able to facilitate a sale for approximately $75,000, and the deed to the land is transferred to HCLT for stewardship on the basis of a 99-year lease and a small monthly fee. New homeowners agree to limit the resale price of their home to a growth of 1.25 percent annually in order to ensure that it remains affordable for the next residents. Since the initiative began, all 42 of the homes built through the New Home Development Program have sold, 29 of which were through the HCLT while the remaining 13 sold by traditional purchase.

HCLT also established the Homebuyer Choice Program in 2021 which provides up to $150,000 toward a home purchase for qualified buyers under 80 percent of AMI. There have been 18 buyers under that program so far, with a goal of 150 new buyers by June 30th, 2022.

Although the development of homes and the availability of subsidies have been significantly impacted by Hurricane Harvey, HCLT has continued rigorous outreach and education efforts within the Houston community to stimulate demand.

What are the goals of the program?

By setting aside permanently affordable housing for low-income Houston residents, HCLT aims to prevent gentrification, maintain housing quality and support families in the community. The Land Trust serves a key role in the city's housing plan and aims to expand its stock of housing to more than 1,000 homes by 2028. In a move to broaden its impact by harnessing the existing housing market, HCLT is also preparing to launch its Homebuyer Choice Program in partnership with the city as an initiative to help homebuyers purchase homes through the Trust anywhere in the city.

By tapping into properties already on the market, HCLT aims to meet the high level of demand in areas outside where the Land Bank and the New Home Development Program currently operate. As Houston's real estate market and city limits continue to expand, these homes and unique buying options will help to preserve access and opportunities for some of the area's low-income residents, making homeownership a real possibility.

Who are the partners?

Although it functions as an independent nonprofit, the Houston Community Land Trust has a close relationship with both the Houston Land Bank and the City of Houston. With no plans to build homes directly in the future, HCLT is transferred the land lease by the local Land Bank after it facilitates the sale of homes constructed through the New Home Development Program operated by the City's Housing and Community Development Department.

How is the program funded?

The Houston Community Land Trust received $1 million from the City of Houston for start-up costs and was awarded an additional $1 million in operational funds in February 2020. Although HCLT does not receive additional funds directly, the City of Houston has provided approximately $1.25 million in subsidized funding to-date in order to facilitate the sale of Land Bank homes for more deeply affordable prices through HCLT. The organization is also partially supported by small ground lease fees and sale fees for each home, as well as by a technical assistance grant from Wells Fargo and Grounded Solutions Network. As HCLT continues to expand its portfolio, it plans to roll out a fundraising strategy and aggressively pursue additional grant funding.

What else should city leaders know?

Even with strong support from Houston local elected leaders, getting people into new homes has proven to be a long, slow process. The first hurdle? Getting those homes built. The second hurdle? Building trust through engagement within a community for whom the CLT ownership model may be completely unfamiliar.

The solutions thus far include setting a clear target for who the properties should be made affordable to, and implementing outreach and funding models that makes sense for that group. That planning process should also include examining external factors, such as ensuring housing security and wealthy building through homeownership for those earning between 50 and 80 percent of area median income and still having enough left over to pay ever-increasing property taxes. Therefore, working with the local tax district to develop an affordable tax agreement that accounts for the land trust system of ownership is essential.

Learn more at **houstonclt.org**



New Orleans, LA

CRESCENT CITY COMMUNITY LAND TRUST

What are the program details?

In a city that needs more than 33,000 affordable housing units by 2025, Crescent City Community Land Trust (CCCLT) is working to provide permanently affordable homes, rental units and commercial spaces to individuals who are most as-risk for displacement. While many original residents — particularly low-income people of color — began to be priced out of New Orleans as it underwent recovery, revitalization and reinvestment, community members came together to establish CCCLT with the primary purpose of combatting the city's history of discriminatory housing practices. With a focus on preserving permanently affordable homes in areas of access and opportunity by leveraging a land trust and stewardship model, CCCLT sold its first home in November 2019. CCCLT successfully closed on four single family CLT homes in 2020 and continues to grow its pipeline.

All of the housing developed by Crescent City Community Land Trust is tailored to meet the needs of some of the community's most at-risk residents: Roughly half of the units (50 – 67 percent) will be permanently affordable for people earning 50 – 80 percent average median income, with the remaining units kept accessible for people at 120 – 200 percent AMI. Homes are priced between $33,000 and $90,000, with monthly payments capped at 25 percent of the owner's income.

Crescent City Community Land Trust has also expanded on typical land trust practices by committing to the development and preservation of rental units and commercial spaces that will allow local nonprofits and

small businesses to operate in commercially viable areas. Notably, CCCLT has partial ownership over a historic, mixed-use building in downtown New Orleans, which has contributed 25 affordable rental units to CCCLT's stewardship portfolio. Crescent City Community Land Trust is directly tackling the preservation problem that hinders so many other affordable housing initiatives with its strong foundation and growing portfolio of homes, rentals, and spaces for low-income or entrepreneurs of color.

What are the goals of the program?

By implementing a community land trust model, Crescent City Community Land Trust looks to ensure equitable residential and commercial development and safeguard permanent affordability for community members most at-risk of displacement. The program prioritizes housing in opportunity areas where residents have good access to jobs, schools and businesses. By 2024, CCCLT aims to have leveraged the development of 200 units of long-term and permanently affordable housing, developed 50,000 square feet of affordable commercial space, and to have engaged in land banking and acquired 30,000 square feet of land for the portfolio. With these goals in mind, the organization is committing to advocating for policies that establish longer affordability periods, and to substantially grow an equity fund that will sustain its work for generations to come.

Who are the partners?

Crescent City Community Land Trust operates with the support of a host of nonprofit partners and funders, including a significant investment from the Ford Foundation. CCCLT has also established partnerships with qualified lenders, Home Bank and Hope Credit Lenders, as well as a selling agent for its properties, Home by Hand. On an initiative-basis, CCCLT has a partnership with the Ashé Cultural Arts Center and is pursuing the development of affordable live/workspaces for local artists. The trust works in partnership with a range of real estate, business development, and policy partners, CLTs, and neighborhood organizations.

How is the program funded?

Crescent City Community Land Trust received a $1.5 million loan from the Ford Foundation, which significantly subsidizes the selling prices of homes and units. Capital One and Home Bank are also project partners and financiers. The initiative has received support from the Catholic Campaign for Human Development and a range of philanthropic entities, including the Foundation for Louisiana, the Greater New Orleans Foundation, JPMorgan Chase Foundation, and W.K. Kellogg Foundation. Much of this grant-based funding is invested through the Crescent City Capital Fund, a capital and loan pool that is administered by Capital Impact Partners, a national community development financial institution. This will be complemented by CCCLT's goal of growing a $5 million equity fund.

What else should city leaders know?

Despite its successes and plans for strategic growth, Crescent City Community Land Trust still faces significant hurdles to establishing a foothold in the New Orleans development field — not least of which is earning trust and understanding from the community and city. Particularly in a rapidly gentrifying area, the Trust seeks to clarify its role in the housing market and carve out a place for itself in preventing displacement — not hindering recovery or economic growth. CCCLT is tackling this challenge with rigorous community outreach, education efforts, and by forging local partnerships that lend legitimacy to its work. The other half of the battle takes place in City Hall, where support for policies furthering the mission of long-term and permanent affordability more broadly could be transformative for the organization.

Learn more at **ccclt.org**



Minneapolis, MN

CITY OF LAKES CLT

What are the program details?

Facing growing concerns around rising costs of housing in the Minneapolis area, the City of Lakes Community Land Trust (CLCLT) was established in 2002 after a working group of neighborhood associations identified the CLT model as an intervention to help city residents find stability through homeownership. With the goal of fostering "perpetual affordability" of homeownership, CLCLT looks to tackle housing equity in a city with one of the largest racial disparities in homeownership rates nationwide.

Operating on the basis of 99-year, renewable ground leases, CLCLT offers two distinct paths to homeownership: 1) It partners with builders and developers to create new homes on trust land and sell them at below-market prices, or 2) it can help families and individuals buy and renovate existing homes that meet their needs.

Under the umbrella of its Homebuyer Initiated Program (HIP), CLCLT offers homebuyers gap financing solutions generally totaling approximately $50,000 per household to assist them in affording and responsibly purchasing their home: CLCLT's Affordability Investment Grants reduce the amount of mortgage financing needed to purchase a home, while Rehab Grants can be used to cover the costs of necessary home repairs, ensuring that expensive renovations such as replacing a roof or lead abatement will not threaten the financial stability of new homeowners.

When an owner decides to sell their home, CLCLT's resale formula caps the price in order to preserve affordability while also allowing the owner to benefit from 25 percent of the increase in value. In total, CLCLT has assisted 400 households with an average income of approximately 51 percent AMI into homeownership, including having facilitated the resale of more than 90 homes.

In addition to its homeownership program, City of Lakes Community Land Trust is in the early stages of initiating a Commercial Community Land Trust to provide local businesses with affordable opportunities for commercial properties. Following the same 99-year ground lease and resale formula model, the Commercial CLT aims to stabilize rents for small and legacy businesses.

What are the goals of the program?

With a focus on those facing a recent financial shock or hurdle, the City of Lakes Community Land Trust aims to make homeownership accessible for low- and moderate-income Minneapolis families. Moving forward, CLCLT aims to expand affordable homeownership opportunities for even lower AMI households. It is also looking to help take on racial disparities in the city's homeownership rates by deepening gap financing options, particularly to engage Black and Native American community members. Additionally, the CLT hopes to grow its commercial portfolio and offer stability to an increasing number of minority-owned businesses.

Who are the partners?

The City of Lakes Community Land Trust began as a result of a collaboration between local neighborhood groups, including Powderhorn Residents Group, Seward Redesign, Powderhorn Park Neighborhood Association and the Lyndale Neighborhood Development Corporation, which engaged an outside partner to consult on the feasibility of the Commercial CLT model.

Though City of Lakes CLT often identifies and acquires new properties independently, it works in tandem with Land Bank Twin Cities for certain acquisitions. Historically, the organization also began working closely with the City of Minneapolis to facilitate the deployment of HUD Neighborhood Stabilization Program funds, often to cover the cost of deferred maintenance on homes coming out of foreclosure. CLCLT continues to partner with the city, which has frequently demonstrated preference for long-term affordability in the sale of land, to align on citywide long-term and permanent affordability policies and priorities.

How is the program funded?

Along with ground lease and membership fees, CLCLT receives funding from a mix of private or philanthropic grants, neighborhood support, and public investment by the City of Minneapolis, Hennepin County and the State of Minnesota. Public sector, private sector, and neighborhood funds largely go toward homes or financing solutions for households, while philanthropic grants generally support organizational or programmatic initiatives.

Through several rounds of funding, Minnesota's Metropolitan Council has provided significant financial support to CLCLT's Homebuyer Initiated Program through the city's Metropolitan Livable Communities Local Housing Incentives Program in particular. Additionally, CLCLT began to explore the feasibility of launching its Commercial CLT model in 2017 with funding from the Jay and Rose Phillips Foundation of Minnesota.

What else should city leaders know?

One key to the City of Lakes CLT's success has been its commitment to deeply understanding and meeting the needs of the community itself, and fulfilling any promises made to that community or their partners. It's advice to organizations or cities considering implementing a similar model? Don't simply dabble in shared equity — if you're going to do it, commit to doing it well and to funding the initiative in a way that will outlast political and economic shifts.

Sustained financial support from all levels of state and local government has been central to CLCLT's impact, and earning buy-in on shared equity and institutional commitment to long-term affordability has provided a significant boost. However, having strong engagement and established relationships with members of the city staff — not just having vocal support from city leaders themselves — would be beneficial to similar community land trust initiatives in the early stages of development.

Learn more at **clclt.org**



Denver, CO

ELEVATION COMMUNITY LAND TRUST

What are the program details?

Established in 2017 in response to the lack of affordable homeownership options for low-income families in Colorado, Elevation CLT operates in cities across Colorado, employing a "scattered site model," which has the flexibility to scale to any community across the state at risk of gentrification and displacement.

Elevation CLT is on track to develop 1,100 units within seven years of operation in cities across Colorado through the purchase of existing units such as single-family homes, multi-family homes and apartment complexes, and through the construction of new units in partnership with municipal governments and developers. The organizatıcn is either pursuing or is currently partnered with Arvada, Aurora, Boulder County, Brighton, Commerce City, Denver, Fort Collins, Longmont and Westminster — municipal partners who are critical in supporting Elevation CLT's acquisition of homes and new construction. While focused on family-friendly housing types such as single-family homes, Elevation CLT is also open to creative pathways, in partnership with municipalities and developers, to secure family-friendly housing in a range of neighborhoods. Presently, Elevation CLT is piloting modular housing in Aurora, CO and constructing a 92-unit condo in Denver, CO.

In addition to providing access to affordable homeownership, Elevation CLT stewards prospective buyers through the purchasing process with pre-purchase counselling, a CLT orientation and mortgage facilitation. Elevation CLT also provides ongoing support during ownership of homes by offering resident stewardship financial counseling and mediation with banks if a homeowner falls into financial hardship. The organization aims to ultimately align itself with comprehensive supportive service programs that provide residents with increased access to health care, healthy food, early childhood education, workforce training and placement, and wealth building opportunities.

What are the goals of the program?

Elevation CLT's goals are two-fold: First, Elevation CLT's target is to acquire or develop 1,100 permanently affordable units within its first seven years of operation, while also becoming financially self-sufficient. Second, Elevation CLT aims to disrupt the generational black-white wealth gap, de-commodify housing, anchor families of color in their communities, help stop foreclosures, and mitigate the impacts of gentrification and displacement. To realize these goals, Elevation CLT prioritizes engagement and outreach to community members to spread the word and increase the rate of homeownership in low-income families and families of color.

Who are the partners?

Elevation CLT was created in partnership between the philanthropic community, public sector, private developers, and community-based organizations. The Urban Land Conservancy continues to provide technical assistance to Elevation CLT during its startup phase. Additionally, one of Elevation CLT's biggest partners are municipal governments.

In May 2019, Elevation CLT and the City of Aurora partnered to create permanently affordable homeownership opportunities over five years for at least 50 Aurora families living at or below 80 percent AMI. MOUs signed between municipal partners and Elevation CLT allows Elevation CLT to acquire and remodel a mix of single-family homes, condominiums, and townhomes that can be purchased by qualifying residents. Elevation CLT also works closely with community members through their stewardship team, by attending community events such as block parties and conducting library visits in order to educate and advocate about the benefits of CLTs and bolster the legitimacy of the organization.

How is the program funded?

Established as a public-private partnership, Elevation CLT was initially funded by $24 million seed dollars raised by seven philanthropic organizations in Colorado, including the Colorado Health Foundation, Bohemian Foundation, the Denver Foundation, Gates Family Foundation,

Mile High United Way, and Northern Trust. This catalytic funding was key to jump-starting Elevation CLT's operations; however, the organization has plans to become financially self-sufficient after year five of operation. Long-term funding will come from a combination of the $100 land lease fee that homeowners pay each month and additional support through municipal and private partnerships such as land donations.

What else should city leaders know?

Cities can work innovatively on the policy side to support CLTs. Denver, for example, has made Elevation CLT a "preservation partner" which means that when homes expire out of affordability restrictions, Elevation CLT is given the opportunity to purchase the homes, akin to the "first look" program offered by Fannie Mae. By providing favorable policy conditions for initiatives like CLTs, cities are better equipped to expand their affordable housing plans to prioritize lasting affordability.

Additionally, Elevation CLT does not limit their offerings to single-family housing. Elevation CLT shows that multi-unit housing, condos, modular housing, and shipping container homes are all viable pathways to meet affordable homeownership goals, particularly as cities look to provide housing opportunities in a variety of neighborhoods and locations.

Learn more at **elevationclt.org**

Appendix B: Additional Resources

Grounded Solutions Network has a wealth of resources available on its website for even more detailed information about many of the topics covered in this report. Topics inclue:

Affordable Pricing and Resale Formulas

Balancing Wealth Creation and Lasting Affordability

CLTs and Community Empowerment

CLTs and Foreclosure

CLTs and Limited-Equity Housing Cooperatives

CLTs and Rental Housing

Inclusionary Housing Programs

CLTs and Land Banks

Model Ground Leases

Municipal Support for CLTs

Racial Equity

Starting a CLT

Stewardship Practices

The Community Land Trust Model and Movement

Grounded Solutions Network offers a variety of webinars and training courses about many of the topics listed above. Its expert staff is also available to provide housing policy consulting to local governments across the country that are working to build more inclusive communities. Areas of specialized policy knowledge include inclusionary housing and inclusionary zoning, impact fee policies, shared equity homeownership models, preservation strategies, anti-displacement strategies and housing trust funds.

Please see its website, **groundedsolutions.org**, *for more details.*

Appendix C: Glossary

Ground Lease – A renewable and inheritable lease in which a community land trust grants a homeowner the right to use and possess a parcel of land for a period of time (typically 99 years). A ground lease generally grants homeowners most of the rights of conventional homeownership, but restricts the resale of the property to another income-qualified household at an affordable price., as determined by a formula specified by the ground lease. For a model CLT ground lease available from Grounded Solutions Network, please see: https://groundedsolutions.org/tools-for-success/resource-library/model-ground-leases

Inclusionary Housing Programs – Policies that either require or encourage new residential developments to make a certain percentage of the housing units affordable to low- or moderate-income residents. In exchange, developers often receive cost offsets, such as tax abatements, parking reductions, or density bonuses. For information on designing voluntary or mandatory inclusionary housing programs, please see: inclusionaryhousing.org

Lasting Affordability – Lasting affordability in homeownership refers to a durable system of resale restrictions and supports that ensure that, upon resale, a home will be sold to income-qualified homebuyers at a price that they can afford. CLTs ensure lasting affordability through the use of renewable and inheritable ground leases. Other shared-equity homeownership programs may use deed restrictions or restrictive covenants for the same purpose.

Limited-Equity Homeownership Cooperative (LEHC) – In a limited-equity homeownership cooperative, members own shares in a cooperative corporation (co-op), which, in turn, owns multiple dwelling units — often in a multi-family building. Owning a share entitles a household to occupy one of the co-op's dwelling units and to vote in the co-op's governance. A cooperative is a "limited equity" cooperative when the sales price of an ownership share is subject to a resale formula that limits its value to keep it affordable. LEHC rules also restrict purchasers to those within certain income limits. These provisions ensure that the housing remains permanently affordable to families and households of modest means.

Stewardship – Stewardship refers to the activities that CLTs undertake to ensure the success of CLT homeowners (providing homebuyer counseling, helping homeowners work with banks to avoid foreclosure during periods of fiscal stress, etc.) and the long-term viability and affordability of homes on CLT land (helping homeowners budget and seek grants or loans for home repairs, enforcing and administering the resale restrictions in the ground lease, prequalifying potential homebuyers, etc.). It also encompasses CLTs' efforts to sustain and wisely use grants, donations and other funds entrusted to the organizations to advance their missions. Operating a CLT represents a long-term commitment to the community, and to achieve that, CLTs must also steward themselves by working to ensure that they have the financial and organizational capacity to meet their responsibilities now and well into the future. For best practices in stewardship for affordable homeownership programs, please see: groundedsolutions.org/stewardship-standards

Resale Formula – Terms established in a ground lease that set the maximum resale price of a home. Resale formulas are typically designed to allow homeowners to capture a portion of the increased value of their home due to appreciation, while also maintaining affordability for another low-income household. Common resale formulas include fixed-rate formulas, index-based formulas, and appraisal-based formulas. For the pros and cons of each approach and other key considerations in setting affordable price, please see the resources collected here: https://groundedsolutions.org/tools-for-success/resource-library/affordable-pricing-and-resale-formulas

Tripartite Board – A defining characteristic of CLTs is their "tripartite" board, meaning that the board of directors is divided into three equal groups of representatives:

- A third of the board is made up of leaseholders, who are people living on or using CLT land.
- Another third is made up of community members.
- The final third is made up of technical experts, funders or other stakeholders in the organization.

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NLC NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER

HOUSING MENDOCINO COAST WITH THE COMMUNITY LAND TRUST MODEL

2023

Strategic Plan for a Community Land Trust Program Serving
Low to Moderate Income Households of Fort Bragg and the Mendocino Coast Region.
Paid for with California's SB-2, LEAP and REAP planning grant funds.

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INTRODUCTION

Introduction

BACKGROUND

The City of Fort Bragg's Housing Element provides a blueprint for City actions to address existing and future housing needs of the community. The Housing Element was significantly revised in 2019 to include many innovative and outstanding ideas from community members, non-profit managers, business owners, contractors, real estate agents, City staff and decision makers. These revisions include everything from removing regulatory or fiscal barriers, to forming deeper collaborations in order to address some of our more difficult challenges. It focuses on increasing housing opportunities - from tiny homes to single-family residences, and larger multi-family projects. One particularly innovative program involves the establishment of a community land trust to provide homeownership and housing opportunities for very-low, low- and moderate income households:

> **Goal H-2** Expand affordable housing opportunities for persons with special housing needs such as the elderly, the disabled, households with very low to moderate incomes, and first-time home buyers.
>
> > **Policy H-2.4** Increase Affordable Housing Development: Encourage the construction of housing units which are affordable to households with very low to moderate incomes.
> >
> > > **Program H-2.4.4 Consider Community Land Trust: Complete research regarding Community Land Trust and consider working with community partners to establish a Community Land Trust that serves Fort Bragg.**

The Fort Bragg City Council understands that land is a finite community asset, and wants to ensure that some land is preserved for housing that is affordable to working families. Funding allocated by the State of California through Senate Bill 2 (SB-2), Local, Regional Early Action Planning grants (LEAP/REAP), and Permanent Local Housing Allocation (PLHA) funds were dedicated to explore how the Community Land Trust (CLT) model could serve the coast in and around the City of Fort Bragg. Professional services were secured by Burlington Associates in Community Development, a national consulting cooperative specializing in the CLT housing model to assist in development of a CLT strategy, filing of the necessary paperwork to establish a 501c3 California public benefit corporation, and provide resources to build capacity within the newly formed organization.

ISSUE

Throughout California housing prices are rising at a greater rate than income levels, which means every year more people are unable to become homeowners. As a result, overall homeownership

rates are at their lowest since the 1940's; and homeownership is out of reach for most working households on the Mendocino Coast. In fact, the ratio of homeowners to renters in the City of Fort Bragg is nearly the opposite of the national average – 39% owner occupied housing to 61% renters versus the National Average of 65% homeownership rate to 35% renters[1].

In a geographically isolated region, such as the Mendocino Coast, it is vital to ensure there is adequate housing stock for the workforce. Traditional ideas of commuting aren't feasible when it involves travel over difficult roads over long distances. Given this fact, it then becomes imperative for working households to find housing on the coast, and the current lack of housing opportunities has seriously impacted the ability of local businesses and organizations to recruit and retain employees. Government agencies, health care providers, school districts, and others all are reporting hardships associated with the inability of potential employees to secure stable and affordable housing.

Local government has a responsibility to ensure housing opportunities are accessible to all socio-economic segments of the community. The City of Fort Bragg has been successful at partnering with affordable housing developers to secure State and federal grant dollars to construct housing units affordable to our most vulnerable population – extremely low, very low, and low income households. The City is now looking to the community land trust model to create a supply of housing for low and moderate income working families.

THE COMMUNITY LAND TRUST MODEL

The Community Land Trust (CLT) model provides a way to set aside homes that will remain affordable to households earning up to 120% of the area median income in perpetuity. CLTs are nonprofit organizations that own and hold title to land in order to preserve long-term affordability for housing and other community uses. Unlike most housing assistance programs, the affordability of a CLT home does not lapse after 15, 35, or 55 years. Instead, a CLT stewards the land, preventing the future loss of affordably priced homes, nurturing social and economic diversity, while promoting generational wealth. This is accomplished by altering how the property is structured, how subsidies are applied, and by delivering ongoing stewardship to homeowners to ensure long-term success.

Fostering home ownership and housing opportunities that are affordable to coastal workforce is a move toward community prosperity and resiliency because homeownership is one of the best ways to build long-term personal, generational, and community wealth. Individual homeowners benefit from having fixed housing expenses and a path toward financial stability. It allows

[1] United Stated Census, Quick Facts: https://www.census.gov/quickfacts/fortbraggcitycalifornia

individuals to begin the process of building equity, which then nurtures household wealth, and in turn fosters generational wealth. Homeownership benefits the larger community because high owner-occupied housing rates are directly reflected in a community-based organization's ability to successfully encourage people to get involved in local activities and volunteer. Healthy and vibrant communities tend to rely on strong social networks – families that raise their children in local schools, businesses that support the local athletic teams, and neighbors that look out for one another.

Housing Mendocino Coast

MISSION

There are several approaches to organizing and structuring a CLT, however, the purpose of all CLTs is to preserve land for the benefit of the community. Housing Mendocino Coast (HMC) functions as a California nonprofit public benefit organization in order to provide housing and homeownership opportunities to low- and moderate-income households within the City of Fort Bragg and greater coastal region of Mendocino County, while ensuring affordability to future generations through the CLT model. HMC believes that all working families deserve a home of their own and that communities with homeowners representing a broad socio-economic range are the strongest and most vibrant.

LAND: A COMMUNITY ASSET

Land is a finite resource. Similar to how local organizations such as the Mendocino Land Trust conserve land for natural habitat and public access to scenic areas, HMC also preserves land to ensure its intended use is for the public good - the exclusive purpose to house families earning up to 120% of the area median income.

HMC will work closely with a variety of local organizations to acquire real estate and create home ownership opportunities for residents who could not otherwise afford it. Land can either be purchased by or donated to HMC. If the land is vacant, HMC will arrange for the development and construction of homes. If land is acquired with existing homes on it, HMC might renovate or conduct repairs to make it move-in ready. In all cases, the land is permanently owned by HMC, and the buildings are owned by the homeowners who purchase them.

The land is leased to the homeowners via a 99-year renewable ground lease. The homeowners and their descendants may use the land and buildings for as long as they wish to live there, and so long as it is used as their primary residence. A key benefit of this model is the ability to ensure prices stay affordable. When the homeowners decide to sell, HMC has the right to buy the home back and/or facilitate the purchase by a qualified buyer.

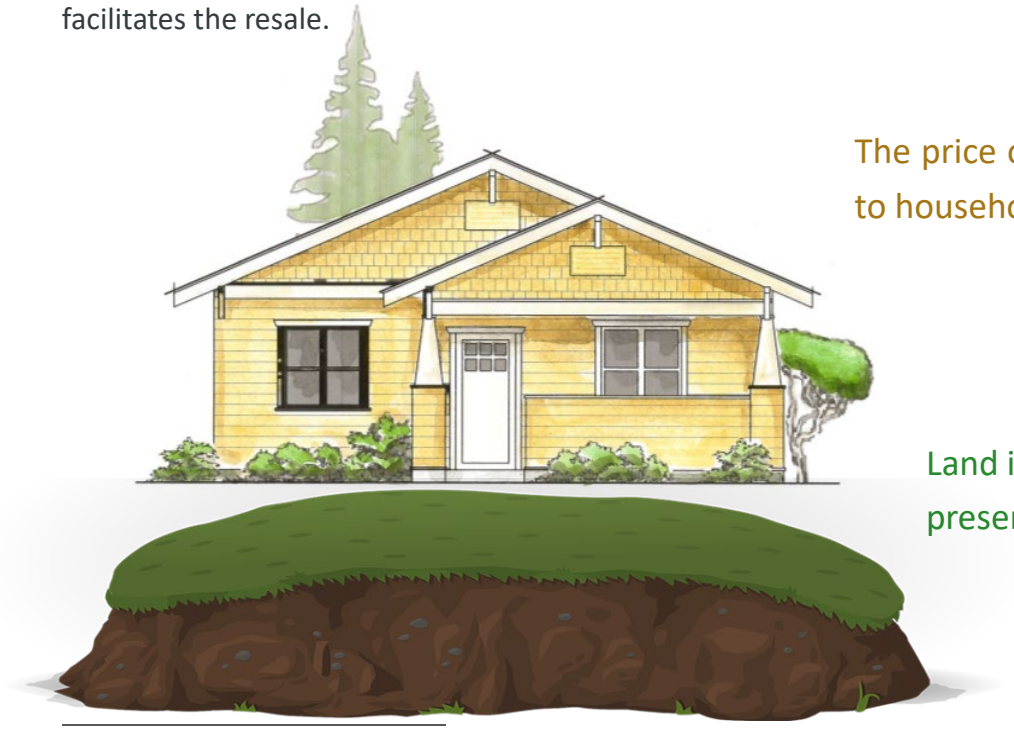
The resale price is based on the percentage increase in the area median household income from the time the home was purchased. This resale formula is designed to give homeowners a fair return on their investment, while keeping the price affordable to subsequent owners in the same income level.

GROUND LEASE: EXCLUSIVE RIGHTS TO LAND

The Ground Lease and Deed are recorded, enforceable, legally-binding documents. The Ground Lease is approved by Fannie Mae, and a CLT Rider is signed by both the CLT and Homebuyer[2]. The two primary functions of the Ground Lease are: 1) to convey the exclusive, long-term right of the homeowner to use and occupy the land; and 2) to outline expectations of both the homeowner and the CLT, including provisions requiring the continued use of property to eligible households.

HMC's Ground Lease includes requirements such as: owner occupancy; primary residency; prohibition to rent or sublet the home without HMC permission; prohibition of mortgaging home improvements and/or the home itself without written approval from HMC to the lender; limitations on the resale price of the home to ensure the home remains affordable to future qualified households; and stipulations related to care and maintenance activities, including making any additions or alterations.

All of the requirements of the lease and accompanying documents are explained in detail by HMC staff who deliver Homebuyer Education as part of the stewardship practice prior to documents being signed or recorded. HMC continues to nurture a connection with homeowners and to provide continued support for successful homeowner. When the time comes to sell, HMC facilitates the resale.



The price of the home is tied to household income

Land is community asset preserved for workforce housing

[2] Fannie Mae CLT Rider and Ground Lease: https://selling-guide.fanniemae.com/Selling-Guide/Origination-thru-Closing/Subpart-B4-Underwriting-Property/Chapter-B4-1-Appraisal-Requirements/Section-B4-1-4-Special-Appraisal-and-Other-Valuation/1032992291/B4-1-4-06-Community-Land-Trust-Appraisal-Requirements-04-15-2014.htm

STEWARDSHIP: NUTURING RELATIONSHIPS & ENSURING SUCCESS

The “C” in CLT stands for “Community”. Stewardship is a value, a principal and a practice that runs through every part of HMC. Stewardship is a unique feature of the CLT model. As important as it is to build housing, building resilient communities that are economically and socially diverse is the focus of HMC because living and working within one’s community has an impact on quality of life, the climate and economic resiliency in many aspects.

To be successful and to cause and support successful homeownership experiences, HMC is committed to strong relationships with the City of Fort Bragg, the County of Mendocino, developers, local employers and its residents. The successful administration of a housing program requires close and frequent attention in many forms including: scouting sites for projects; developing buildout strategy; pulling together funding; managing entitlements, construction and/or renovation efforts; qualifying applicants to ensure HMC criteria is met; educating first time homebuyers; assisting in mortgage financing and protecting buyers and homeowners from predatory lenders; preparing legal documents; working closely with local officials, staff and if applicable, developer attorneys.

HMC is prepared to serve as adjunct staff to the City of Fort Bragg and Mendocino County to bring capacity to deliver on goals and policy. For example, developers are often inclined to pay in-lieu fees, rather than build housing to fulfill inclusionary housing policies. One disincentive to developers is the burden of having to qualify buyers for the inclusionary units. However, if developers could be guaranteed assistance from HMC to identify a buyer, then the likelihood of participation in an inclusionary housing partnership increases.

HMC would ensure the City/County qualifying criteria is met and that the developer’s housing obligation to house a qualified buyer is also met. HMC would market homes to local businesses, school districts, and hospitals, making it easy for partners to participate in building housing and disseminate information on the availability of said housing.

A researcher from Vanderbilt University partnered with the National Community Land Trust Network to conduct a survey to better understand all-time high foreclosure trends within the housing market during 2009. Results from the survey found that conventional homeowners were eight times more likely to be in the process of foreclosure than community land trust homeowners at the end of 2009. The survey found that for homeowners in trouble, 57% of CLT homeowners were provided financial counseling, and 72% of CLTs were facilitating loan modifications with lenders. The benefit of stewardship in educating and safeguarding homeowners is clearly illustrated in the data.

HMC is committed to providing long-term stewardship by monitoring eligibility, affordability, and occupancy controls, all while supporting CLT homeowners and protecting loss through deferred maintenance or mortgage foreclosure. HMC is committed to homeowner support, before and after moving in, and relies on a network of experts that can help address any challenges faced by the homeowner. When the time comes for a HMC home to change hands, HMC is prepared to facilitate the sale to qualifying households by calculating the resale price, developing and executing a marketing and sales plan, connecting with employers in the community to qualify and deliver homebuyer education to the next homeowner.

AFFORDABLE IN PERPETUITY: THE RESALE CALCULATION

A key advantage of the CLT model is the ability to ensure prices stay affordable for future generations. In order to keep homes affordable to future buyers, HMC homeowners agree to sell their home for a limited price when they decide to move - sharing the affordability that was created for them, with future buyers. This is accomplished by tying the price of an HMC home to a household's area median income, rather than the market. When a homeowner decides to sell their home, the resale calculation is based on the percentage increase in Mendocino County's area median household income from the time the home was purchased.

This approach is designed to give homeowners a fair return on their investment, while keeping the price affordable for future families at the same income level. As a general rule, HMC income qualifying households are expected to spend about 33% of monthly earnings on total housing costs (principal, interest, hazard insurance, ground lease, home owner association fees and property taxes, which are based on the sales price of the home, as per to AB 196).

California sets income limits for extremely low-, very low-, low-, and moderate income households for all 58 counties on an annual basis[3]. The 2022 State income limits for Mendocino County are reflected in the table below.

INCOME LEVELS	NUMBER OF PERSONS IN HOUSEHOLD							
	1	2	3	4	5	6	7	8
Extremely Low	16, 350	18,700	23,030	27,750	32,470	37,190	41,910	46,630
Very Low	28,150	32,150	36,150	40,150	43,400	46,600	49,800	53,000
Low	45,000	51,400	57,850	64,250	69,400	74,550	79,700	84,850
Median	56,200	64,250	72,250	80,300	86,700	93,150	99,550	106,000
Moderate	67,450	77,100	86,700	96,350	104,050	111,750	119,450	127,200

Source: California State Income Limits, 2022

[3] California Department of Housing and Community Development Income Limits: https://www.hcd.ca.gov/grants-and-funding/income-limits#:~:text=%E2%80%9CAffordable%20housing%20cost%E2%80%9D%20for%20lower-income%20households%20is%20defined,is%2030%20percent%20of%20gross%20income%2C%20with%20variations.

Utilizing the Mendocino County's AMI fits easily and understandably into the guidelines of most state and federal housing subsidies and ensures that the resale price will remain affordable to future target incomes. Another advantage to this approach is that it simplifies the resale calculation to avoid the need for professional appraisal services or complicated itemized record keeping. The result is subsidy retention of the initial investment into the unit and affordability for generations to come in the coastal communities of Mendocino County.

BOARD OF DIRECTORS

The HMC Board of Directors held the founding meeting on October 5, 2021. All members serve without remuneration and with a sincere interest in developing workforce housing. The bylaws restrict the number of Directors to no more than thirteen. From time to time the Board might designate by adopted resolution, Ad-Hoc Committees for special purposes. The Board of Directors also has the authority to create Advisory Groups and Task Forces to provide expertise and recommendations to the Board. There are currently no such groups.

Funding Sources

MUNICIPAL SUPPORT

City of Fort Bragg

All jurisdictions have a responsibility to create housing that is affordable to its residents. Understanding this responsibility, the City of Fort Bragg has invested considerable resources to initiate the development of a CLT to serve residents earning up to 120% AMI. The City Council dedicated grant funding through the State of California to pursue the CLT model and develop HMC. City staff currently serves as HMC's Homeownership Program Administer until such time that funding expires and/or until the HMC Board determines to appoint an Executive Director.

HMC is well positioned to serve as adjunct staff of the City and intends to advocate to be the priority recipient of housing subsidies made available by the City of Fort Bragg; protecting and leveraging the City's investment to create permanently affordable workforce housing that will be stewarded. Evidence of this working relationship is demonstrated by the previously mentioned administrative and financial support provided in the form of grants and City staff, as well as by the recent City Council decision for the City to enter into an Affordable Housing Agreement with HMC to steward the only inclusionary housing unit within City limits.

County of Mendocino

Mendocino County Board of Supervisors received a presentation about the CLT model, and specifically about HMC. The Board expressed support and interest in financially supporting HMC, and directed County staff to partner on funding opportunities with HMC. In addition, preliminary conversations have taken place at the staff level about utilizing HMC to steward upcoming inclusionary housing units within unincorporated Mendocino County, and further conversations on this matter are anticipated.

GOVERNMENT GRANTS

Cities, counties, states and the federal Government invest tax dollars to support ideas and projects that provide a public service and stimulate the economy. HMC intends to pursue numerous grant opportunities in order to create homeownership opportunities for local households. Several programs have been identified and are described below.

CDBG

The Community Development Block Grant (CDBG) program partners with rural cities and counties to improve the lives of low- and moderate-income residents though creating/expanding

community and economic development opportunities in support of livable communities. Eligible activities include single and multifamily rehabilitation, rental housing acquisition and activities that support new housing construction. Both the City of Fort Bragg and County of Mendocino administer CDBG programs and HMC intends to participate in public hearings soliciting potential projects when Notice of Funding Availability (NOFA) are offered.

HOME Program

The Housing and Community Development Act of 1992 allows CLTs to become eligible for HOME funds by integrating them into the Statute as a Community Housing and Development Corporation (CHDO). Funds can be used for project-specific activities, technical assistance, and operating expenses.

USDA

The U.S. Department of Agriculture's (USDA) Rural Development Program is committed to improve the economy and quality of life in rural America. Their Rural Housing Service offers a variety of programs to build or improve housing through grants, loans, and loan guarantees. HMC has initiated conversations with the USDA to better understand how to best partner with the USDA to obtain technical assistance and funding.

LOCAL TAX INITIATIVE

There is an active interest within the community to pursue a portion of local taxes to help meet housing needs. This could take the form of a Special Tax or a General Tax, and could be brought to voters residing within the City of Fort Bragg, or County wide. A Special Tax Measure must be approved by two-thirds of the voters and proceeds of the tax may only be used as designated. In contrast, a General Tax Measure requires only a simple majority of voter approval and the proceeds can be used for any government purpose. HMC is prepared to support and endorse such local tax initiatives.

LOCAL EMPLOYER SUPPORT

Employers are deeply concerned about the lack of housing for employees as the housing crisis is having a direct impact on the ability of businesses to recruit and retain a qualified and stable workforce. As a regular program component, HMC will provide education and outreach materials to any interested employer in order to link their employees to HMC resources, at no cost.

Some employers may choose to partner with HMC to help fund housing opportunities prioritized for their organization's needs. Support can come in many forms, such as donating land, selling land at below market cost, co-grant writing for employee housing, being ambassadors of the

mission to raise awareness of HMC, and hosting events for community stakeholder meetings and fundraisers.

EDUCATIONAL INSTITUTION PARTNERSHIPS

Education is the bedrock to influencing the trajectory of our next generation, and access to school resources within the community are essential. HMC's goal is to partner with educational institutions on every level. A collaborative relationship could take many forms including access to excess land or funding earmarked for dorms or teacher housing. For example, Housing Land Trust of Sonoma County partners with the Sonoma County Office of Education (SCOE) to house school employees county-wide, and has partnered with Sonoma State University to buy the land under a market rate home that is now permanently affordable and prioritized for their workforce.

HMC has introduced the community land trust model to the Fort Bragg Unified School District, as well as Mendocino-Lake Community College District. HMC is committed to pursue these potential partnerships, while including more educational institutions into conversation.

PHILANTHROPISTS

Housing is a key area of interest for philanthropist. Unfortunately, much that is invested into housing tend to serve one or two generations due to the limited term of affordability in deed restrictions. Making an investment that keeps working in perpetuity is a concept embedded in the CLT model. A one-time investment to HMC serves multiple generations providing a legacy aspect to donations. Every dollar that goes into a home stays and retains the subsidy every time the home is sold. This form of giving eliminates the need for government and private subsidies in future years as units are resold because the subsidy is tied to the unit, not the families. This subsidy retention approach maintains income targeted workforce housing stock that fosters personal and community wealth, while maintaining future affordability.

Congressman Jared Huffman selected HMC to receive $820,000 of federal earmark dollars during fiscal year 2022-23, the first (of-sorts) donation to HMC[4].

[4] Jared Huffman, U.S. Congressman Serving California's 2nd District: https://huffman.house.gov/media-center/press-releases/huffman-secures-community-project-funding-in-first-round-of-appropriations-leads-on-additional-priorities

Pilot Projects

HMC intends to assemble a diverse portfolio of rehabilitated units, newly constructed units, as well as acquisition of vacant land both in Fort Bragg city limits and unincorporated Mendocino County. Several HMC Pilot Program(s) are being considered, including:

INCLUSIONARY HOUSING UNITS

The City of Fort Bragg and Mendocino County require the inclusion of affordable units in market-rate housing developments. HMC is positioned to be the long-term steward for these housing resources. In the instance of a new inclusionary housing unit, the Developer would sell the home to an HMC-selected buyer, and simultaneously donate the land to HMC. HMC would be responsible for outreach and marketing efforts, identify a qualified buyer, provide homebuyer and education during the sale, on-going support during homeownership, and assistance during the resale of home to the next qualified buyer.

The City of Fort Bragg has one inclusionary housing unit that was recently sold. During the resale process, the City transferred stewardship of this unit to HMC. The City and HMC entered into an Affordable Housing Agreement in which HMC will take responsibility for ensuring the terms of the Affordable Housing Agreement are met, while also ensuring successful homeownership and that the home remains affordable to future homeowners in perpetuity.

JAIMIE LANE MODEL

University of California, Berkeley's Terner Center for Housing Innovation worked with Housing Land Trust of Sonoma to highlight Jamie Lane, a five-unit, prefabricated, infill development in Cotati, CA[5]. The Jamie Lane project innovates the CLT model in two ways: 1) utilizing Fannie Mae's MH Advantage Program eligible homes to expedite construction and reduce building costs; and 2) leveraging national partners and government at different levels in order to share in the cost and challenges of funding affordable housing.

HMC is considering duplicating the Jamie Land prototype and has initiated conversations with MH Advantage manufacturers to discuss designing a craftsman style product that would fit within the character of north coast neighborhoods. This pilot project would involve acquiring raw land, installing utilities, constructing roads/driveways, coordinating delivery and installation of MH

[5] Community Land Trusts and MH Advantage: A New Approach to Affordable Homeownership, by Julian Tucker and Cali Slepin, 2021, U.C. Berkeley Terner institute for Housing Innovation. See website - https://ternercenter.berkeley.edu/research-and-policy/clt-jamie-lane/

Advantage homes. Although sitework would be completed in a single phase, the purchase and placement of homes could be added in phases as funding is secured.

SB-9 LOT SPLIT

Senate Bill 9 (SB-9), also called the Housing Opportunity and More Efficiency (HOME) Act, was signed into law on September 16, 2021, and went in to effect January 1, 2022. SB-9 is a California state law that provides a streamlined process for homeowners to split their single-family residential lot into two separate lots and build up to two new housing units on each. Homeowners that split their lot must commit to occupying one of the units as their primary residence for a minimum of three years. HMC is considering SB-9 to create homeownership opportunities by identifying owners of single-family residential properties interested in dividing their lot and facilitating the purchase of new lot to HMC homeowner. This could result in HMC overseeing home improvements to address deferred maintenance or implement ADA upgrades, assisting with the development of a junior accessory dwelling unit to function as income or housing for in-house care worker, or possibly developing an additional unit to accommodate multigenerational households.

PLANNED DEVELOPMENT

HMC is exploring locations for in-fill development near existing infrastructure. Several potential infill sites have development constraints, which have detoured investment. A Planned Development has the inherent flexibility to modify development standards in a way traditional zoning does not and therefore could be a solution to overcome obstacles to development. Planned Developments allow innovation in project design and site planning in order to respond to site features, uses on adjoining properties, and potential environmental impacts. The intent of a development by a Planned Development approval is to result in a high quality, energy efficient project that conserves resources and produces fewer environmental impacts than could otherwise occur in compliance with standard regulations.

EMPLOYEE HOUSING

HMC has been approached by a local employer interested in partnering to create employee housing in the Village of Mendocino. Additionally, a private property owner with an interest in developing farmworker housing approached HMC to discuss a partnership to create a tiny home community on donated land. HMC will continue these conversations and reach out to other employers who want to buy into the land under a market rate home, which would then be prioritized for their workforce.

NEXT STEPS

Next Steps

OUTREACH AND EDUCATION

The next step for HMC is to bring the conversation of the organization's mission to the community. Outreach and education will be tailored so the message is relevant to each of the stakeholders: public sector partners, local employers, and the target population we want to serve.

- HMC will meet with employers, and hold meetings at the workplace to introduce the community land model and the housing opportunities to our local workforce.
- Build a website with education on how the CLT model works and HMC qualifying criteria.
- Develop friendly, approachable outreach materials such as a Frequently Asked Questions Page and an Example of the Resale Formula
- Get involved in community events to present the CLT model, and introduce people to HMC.
- Encourage community participation by being responsive to inquiries.
- Establish an interest list of potential buyers who may qualify at the time a home is available.
- Make Housing Mendocino Coast a household name.

CREATE HOMEOWNERSHIP OPPORTUNITIES

With the recent resale of a City of Fort Bragg inclusionary housing unit, HMC is currently stewarding one household and is well positioned to create more homeownership opportunities for local workforce. Active conversations are taking place with numerous local employers interested in buying into the affordability of market rate housing to create housing for their workforce. HMC is in conversation with a local property owner interested in donating land and is discussing a potential partnership with Mendocino College on development of a student housing project on the coast. Funding is secured to support operations for the next few years, and federal earmark funds identified by Congressman Huffman will kick-start the first pilot project.

Although HMC cannot solve all our housing issues, HMC is part of the solution and is ready to get to work.

SPECIAL ACKNOWLEDGMENT

Special Acknowledgment

To the community of Fort Bragg and Fort Bragg City Council for identifying and including the CLT in the 2019 Housing Element update and for supporting the creation of HMC in order to protect public investment through subsidy retention, support the ability of local employers to recruit and retain employees, foster personal, household and generational wealth, and nurture a vibrant community.

Bernie Norvell, Mayor
Jessica Morsell-Haye (former Vice-Mayor)
Jason Godeke, Vice-Mayor
Lindy Peters, Councilmember
Marcia Rafanan, Councilmember
Tess Albin-Smith, Councilmember

To the community members who saw a need and took action to form the Board of Directors of HMC:

Fort Bragg Fire Chief, Steve Orsi – President
North Coast Brewing CEO/CFO, Jennifer Owen – Vice-President
Fort Bragg Unified School District CBO, Wendy Boise - Treasurer
Mendocino Land Trust Director of Stewardship, Nicolet Houtz – Secretary

To Dev Goetschius, Partner at Burlington Associates in Community Development and the Executive Director of Housing Land Trust of Sonoma County for her expertise and support in the development of a CLT serving Fort Bragg and the wider Mendocino Coast, and her passion that all of us, regardless of socio-economic status, deserve to have a place to call home in the community we live.

Governor Newsom and the State of California for investing resources to develop much needed housing and for providing flexible funding to jurisdictions in pursuit of housing solutions unique to the needs and challenges of the community.

U.S. Congressman Jared Huffman who selected HMC as recipient of Community Project Funding through the federal earmark process in the amount of $820,000 for pilot project.

Report prepared by, Sarah Million McCormick – A community member and employee of the City of Fort Bragg grateful for the opportunity to serve the Mendocino coastal region through the development and administration of the Housing Mendocino Coast program.

Presented to Fort Bragg City Council on March 13, 2023

City of Fort Bragg

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Text File

File Number: 26-275

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Resolution

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Awarding the Raw Water Line Replacement Project, City Project No. WTR-00016, to Mercer-Fraser Company as the Lowest Bid, Authorizing City Manager to Execute Contract (Amount Not To Exceed $4,614,581.00), Subject to an Existing Mitigated Negative Declaration

CITY COUNCIL STAFF REPORT

TO: City Council **DATE: June 22, 2026**

DEPARTMENT: Public Works/Engineering

PREPARED BY: Chantell O'Neal, Assistant Director; Engineering

PRESENTER: Kevin McDannold, Engineering Technician

AGENDA TITLE: **Receive Report and Consider Adoption City Council Resolution Awarding the Raw Water Line Replacement Project, City Project No. WTR-00016, to Mercer-Fraser Company as the Lowest Bid, Authorizing City Manager to Execute Contract (Amount Not To Exceed $4,614,581.00), Subject to an Existing Mitigated Negative Declaration**

RECOMMENDATION

Staff recommends that the City Council:

1. **Adopt the Resolution awarding the Raw Water Line Replacement Project to Mercer-Fraser Company** as the lowest responsible bidder, including all four additive alternates, for a total contract amount of $4,614,581; and
2. **Authorize the City Manager to execute the construction contract**.

BACKGROUND

The Raw Water Line Replacement Project (WTR-00016) was originally awarded in February 2024 to T&S Construction for $5.96 million. Construction proceeded for approximately 1.5 seasons; however, work stalled due to:

- **Unsecured easements** along Segment 3, including a reluctant landowner whose concerns centered on the pipeline alignment crossing forested terrain rather than the existing haul road.
- **Outstanding Lake and Streambed Alteration Agreements (LSAAs)** with the California Department of Fish and Wildlife (CDFW), which prevented work in segments regulated by proximity to waterways.
- **Seasonal construction restrictions** imposed by CDFW, the State Water Board, Army Corps of Engineers, and Mendocino Redwood Company (JDSF).

In late 2025, the Department of Water Resources (DWR) notified the City that the project was at risk of losing its grant funding due to the **timely use of funds** requirement. On **January 27, 2026**, DWR halted all reimbursements. As a result, the City terminated the

construction and construction management contracts with T&S and SHN in February 2026.

Simultaneously, City staff worked with legislative partners to restore the funding. In April 2026, DWR notified the City that it would recommend reinstatement of the grant to the Department of Finance. The **State Budget of June 15, 2026** reauthorized expenditures, restoring **$5,104,392.55** in available construction funding.

During this same period, the City resolved the remaining project barriers:

LSAA Status

- **Men 49514** (Hare Creek & Covington Gulch)
    - Issued January 9, 2026
    - Escrow agreement executed June 11, 2026
    - Covers:
        - Hare Creek pipeline replacement (dewatering + hand excavation)
        - Covington Gulch debris removal (881.5 cubic feet of debris)
- **Men 31384** (Six Encroachments Along Pipeline Corridor)
    - Draft issued May 28, 2026
    - Final issuance expected late June 2026
    - Covers excavation, dewatering, backfill, compaction, and culvert armoring

Easements

The final outstanding easement in Segment 3 was renegotiated by shifting the pipeline alignment onto an existing haul road. The landowner has agreed to execute the easement by the end of June 2026.

Design Adjustments

Lumos & Associates performed additional surveying and proposes to perform the remaining redesign work to support the revised alignment. A separate agenda item addresses their contract amendment.

With permits issued, easements secured, and funding reinstated, the project is now fully constructible for the 2026 summer season.

DISCUSSION AND ANALYSIS

Bid Opening

Bids were opened on **June 4, 2026**. Only one timely bid was received:

Bidder	Base Bid	Base + Alternates
Mercer-Fraser Company	$4,039,581	**$4,614,581**

A second contractor attempted to submit a bid but it arrived after the deadline and the City Clerk rejected it as untimely.

Immaterial Bid Irregularity

Mercer-Fraser's bid acknowledged Addenda 1 and 2 but **did not list Addendum 3** on the bid form. The City may waive bids failure to list Addendum 3 as long as the discrepancy is inconsequential:

- Addendum 3 did **not** materially change quantities, scope, or pricing.
- Mercer-Fraser demonstrably received Addendum 3 (email distribution + planholder log).
- No other timely bids were submitted.
- The omission is therefore **immaterial** and may be waived.

Readiness to Proceed

All major constraints that halted the prior contract have now been resolved:

- LSAA 49514 issued
- LSAA 31384 pending final issuance but approved in draft
- Final easement execution scheduled
- Biological monitoring requirements understood and implementable
- Construction window (June 15–October 15) aligns with permit conditions

The project is ready for immediate mobilization upon award.

FISCAL IMPACT/FUNDING SOURCE

The reinstated DWR grant provides **$5,104,392.55** for construction. The Mercer-Fraser bid (including all alternates) totals **$4,614,581**, leaving a remaining balance of **$489,811.55** for contingencies and construction management.

The project is funded through the reinstated **DWR Urban & Multibenefit Drought Relief Grant**. Awarding the contract to Mercer-Fraser for **$4,614,581** is fully within the available grant balance.

No General Fund impact or water enterprise fund impact for this portion of the project.

ENVIRONMENTAL ANALYSIS:

A Mitigated Negative Declaration (MND) was adopted by the City Council on May 23, 2022. The rebid and contract award have been evaluated and do not materially alter the project or introduce new environmental impacts. In fact, the realignment of a portion of the easement away from forested area to an existing haul road will reduce environmental impacts. No additional CEQA action is required.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

This action supports:

Goal 2 – Implement Resilient Infrastructure and Encourage Environmental Stewardship

- Ensures long-term water supply reliability
- Advances climate-ready infrastructure
- Protects aquatic resources through LSAA compliance

Goal 6 – Champion a Sustainable Municipal Organization

- Demonstrates responsible grant management
- Ensures continuity of critical capital projects

COMMUNITY OUTREACH

- Project website
- Bid documents publicly advertised
- LSAA permitting included coordination with CDFW, JDSF, and affected landowners
- Easement negotiations conducted directly with property owners

ALTERNATIVES:

1. **Reject all bids and rebid the project**
    - Would delay construction until 2027
    - Risks violating grant timelines
    - Not recommended

2. **Negotiate a contract under FBMC 3.22.070(D)**
    - Legally permissible but unnecessary given the City Attorney's determination
    - Could create perception of reduced transparency
    - Not recommended
3. **Award the contract to Mercer-Fraser (Recommended)**
    - Lowest responsible bidder
    - Bid irregularity is immaterial
    - Project is time-sensitive due to seasonal restrictions and grant deadlines

ATTACHMENTS:

1. Draft Resolution
2. Bid Opening Summary
3. Mercer-Fraser Construction Contract

NOTIFICATION:

1. Mercer-Fraser Company
2. DWR Grant Manager

RESOLUTION NO. ___*-2026*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AWARDING THE RAW WATER LINE REPLACEMENT PROJECT, CITY PROJECT NO. WTR-00016, TO MERCER-FRASER COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT IN THE AMOUNT OF $4,614,581.00, SUBJECT TO AN EXISTING MITIGATED NEGATIVE DECLARATION

WHEREAS, the Raw Water Line Replacement Project (City Project No. WTR-00016) was originally awarded to T&S Construction Company on February 12, 2024; and

WHEREAS, construction proceeded for approximately one and a half seasons but was halted due to delays in securing required California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration Agreements (LSAAs) and outstanding easements necessary for pipeline installation; and

WHEREAS, on January 27, 2026, the Department of Water Resources (DWR) suspended the City's grant funding due to statutory expenditure deadlines, resulting in termination of the construction and construction management contracts; and

WHEREAS, the City simultaneously pursued legislative relief to restore the grant appropriation, and in April 2026 DWR notified the City that it would recommend reinstatement of the City's funding; and

WHEREAS, the State Budget approved on June 15, 2026 reauthorized the City's grant funds, providing $5,104,392.55 in available construction funding; and

WHEREAS, the City has since resolved the primary impediments to construction, including:

1. Issuance of LSAA No. MEN 49514 on January 9, 2026 (with escrow agreement executed June 11, 2026),
2. Issuance of the draft LSAA No. MEN 31384 on May 28, 2026, with final issuance anticipated in late June 2026, and
3. Completion of negotiations for the final remaining easement, expected to be executed by the end of June 2026; and

WHEREAS, the City re-advertised the project for competitive bidding, and on April 30, 2026 the City Clerk received one timely bid from Mercer-Fraser Company on June 4, 2026; and

WHEREAS, the bid submitted by Mercer-Fraser Company omitted acknowledgment of Addendum No. 3 on the bid form; and

WHEREAS, the omission constitutes an immaterial bid irregularity that may be waived by the City because the bidder received and incorporated the addendum and the omission does not provide a competitive advantage nor affect the bid price and is therefore inconsequential; and

WHEREAS, Mercer-Fraser Company's bid of $4,614,581.00, inclusive of all four additive alternates, is within the available DWR grant funding and is the lowest responsive and responsible bid; and

WHEREAS, the Raw Water Line Replacement Project is fully analyzed under the Mitigated Negative Declaration adopted by the City Council on May 23, 2022, and no further CEQA review is required pursuant to CEQA Guidelines §§15162 and 15164; and

WHEREAS, sufficient funds are available in the FY 2026/27 Capital Improvement Program budget for award of this contract; and

WHEREAS, the previously approved Mitigated Negative Declaration for this project has been reviewed and the work to be completed under this contract is part of the project contemplated by the MND. The minor realignment of a portion of easement area actually reduces impact by moving the construction away from forested area to an existing haul road. No new environmental impacts result from the approval of this Resolution.

NOW, THEREFORE, the City Council of Fort Bragg does hereby find, declare, and resolve as follows:

1. The Recitals set forth above are true and correct and incorporated herein as findings.
2. The Mercer-Fraser Company's omission of Addendum No. 3 on the bid form is inconsequential and the bid is determined to be responsive; and
3. The Raw Water Line Replacement Project, City Project No. WTR-00016, is awarded to Mercer-Fraser Company as the lowest responsive and responsible bidder in the amount of $4,614,581.00; and
4. The City Manager is authorized to execute the construction contract and all associated documents, subject to City Attorney approval as to form.

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 22nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____

Jason Godeke
Mayor

ATTEST:

_____
Diana Paoli, City Clerk

CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823

BID OPENING

Raw Water Line Replacement Project No. WTR-00016

Bid Opened on June 4, 2026, at 2:00 p.m. by Diana Paoli, City Clerk. City staff present in addition to the City Clerk included: Emily Reno, Chantell O'Neal, and Kevin McDannold.

One (1) bid was received and appears non-responsive. Said bids were from:

1.	Mercer-Fraser Company P.O. Box 1006 Eureka, CA 95502	Base Bid: Base Bid + Alt:	$4,039,581.00 $4,614,581.00

The bid will be reviewed by City Staff.

Diana Paoli, City Clerk

cc: Planholders

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

CONTRACT CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the CITY OF FORT BRAGG in accordance with the bid package issued by the City for the Raw Water Line Replacement Project, WTR-00016 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

CONTRACT, PART 1

1. RECITALS

A. Notice Inviting Bids.
B. Bid Opening
C. Project Award.
D. Required Documents.
E. Investigation and Verification of Site Conditions.

2. CONTRACT TERMS

1. The Work.
2. Location of Work.
3. Time for Completion
4. Remedies for Failure to Timely Complete the Work.
5. Contract Price and Payment.
6. Prevailing Wages.
7. The Contract Documents.
8. Provisions Incorporated by Reference.
9. Interpretation of Contract Documents.
10. Assignment Prohibited.
11. Contractor's License Certification.
12. Severability.
13. Project Representatives

CONTRACT, PART 2 GENERAL PROVISIONS

1. DEFINITIONS

2. PLANS AND SPECIFICATIONS

2.1 Documents Furnished by City.
2.2 Ownership of Documents Furnished by City.
2.3 Technical Specifications and Project Plans.

3. CONTROL OF WORK AND MATERIAL

3.1 Construction Manager's Status.
3.2 Architect or Engineer's Status.
3.3 Inspection and Testing of Work and Material.
3.4 Samples Furnished by the Contractor.
3.5 Materials and Substitutions.
3.6 Maintenance and Examination of Records.
3.7 Advertising
3.8 Project Schedule.

3.9 Construction Staking.
3.10 Materials Testing.

4. CHANGES IN WORK

4.1 City Directed Change Orders.
4.2 Writing Requirement.
4.3 Contractor Proposed Change Orders.
4.4 All Change Orders.
4.5 Change Order Pricing.
4.6 Liability Under Unapproved Change Orders.
4.7 Changes Subject to Contract Documents.
4.8 Change Order Disputes.
4.9 Change in Time for Completion.

5. TRENCHING AND UTILITIES

5.1 Contractor to Locate Underground Facilities.
5.2 Excavation More Than Four Feet Deep.
5.3 Excavation of Five Feet or More.
5.4 Utility Relocation Costs.
5.5 Concealed or Unknown Conditions.
5.6 Underground Facilities not owned or built by the City
5.7 Contractor's compensation for claimed latent or materially different Project conditions

6. PROJECT FACILITIES

6.1 Work Site Offices.
6.2 City Rights of Access and Ownership

7. PROSECUTION AND PROGRESS OF THE WORK

7.1 Liquidated Damages.
7.2 No Damage for Avoidable Delays.
7.3 Unavoidable Delays.
7.4 No Damage for Contractor Caused Delay.
7.5 No Damage for Other Delay.
7.6 Delays Caused by the City and/or Its Privities.
7.7 Weather Delays.
7.8 Delay Claims.
7.9 Contractor Coordination of the Work.

8. CONTRACTOR RESPONSIBILITIES

8.1. Eligibility.
8.2 Non Discrimination.
8.3 Supervision of the Work.
8.4 Contractor's Superintendent.
8.5 Competent Employees.
8.6 Items Necessary for Proper Completion of the Work.

8.7 Construction Reports.
8.8 Subcontracting.
8.9 Insurance.
8.10 Indemnities.
8.11 Licenses/Permits.
8.12 California Labor Code Requirements.
8.13 Laws and Ordinances.
8.14 Guaranty.
8.15 Safety.

9. MEASUREMENT AND PAYMENT
9.1 F.O.B.
9.2 Payment
9.3 Non-Allowable Direct Charges.
9.4 Retention.
9.5 Securities in Lieu of Retention.

10. PROJECT ACCEPTANCE AND CLOSEOUT
10.1 Occupancy.
10.2 Work Completion and Final Inspection.
10.3 Work Acceptance.

11. REMEDIES AND DISPUTES
11.1 Failure to Correct Work
11.2 Termination for Cause
11.3 Termination for Convenience.
11.4 Disputes.
11.5 Non-Waiver.

CONTRACT, PART 3 SPECIAL PROVISIONS

12. SPECIAL PROVISIONS
12.1 Description of Work.
12.2 Construction Limitations.
12.3 Storm Water Pollution Prevention.
12.4 Maintaining Traffic and Pedestrian Operations.
12.5 Public Safety.
12.6 Protection of Existing Facilities and Property.
12.7 Preconstruction Conference.
12.8 Owner Notification.
12.9 Emergency Service Providers Notifications
12.10 Clean up.
12.11 Payment.
12.12 Construction Staking.
12.13 Materials Testing Allowance.
12.14 Obstructions.

12.15 Hours of Work.
12.16 Dust Control.
12.17 Water for Construction and Dust Control.
12.18 Protection and Restoration of Vegetation.
12.19 Surplus Material.
12.20 Cultural Resources.
12.21 Historical Finds.
12.22 Cultural Resources Defined.
12.23 Construction Manager's Discretion.

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

CONTRACT, PART 1

The CITY OF FORT BRAGG, 416 N. Franklin Street, Fort Bragg, California 95437 ("City") enters into this Contract, dated _____, for reference purposes only, with **Mercer-Fraser Company P.O. Box 1006 Eureka, CA 95502**("Contractor").

RECITALS

A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by **June 4, 2026** for the **Raw Water Line Replacement 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 June 4, 2026, City representatives opened the bids for the Project and read the bids aloud.

C. PROJECT AWARD. On June 22, 2026, the City Council awarded the Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council 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 manner the **Raw Water Line Replacement 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 between Forest Road 450 in Jackson Demonstration State Forest and the City's Water Treatment Plant on Monsen Way in Fort Bragg, CA.

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within 120 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 **Four Million Six Hundred Fourteen Thousand Five Hundred Eighty One Dollars($4,614,581.00)** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated June 4, 2026, 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, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

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

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

7. THE CONTRACT DOCUMENTS. This Contract consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Contract as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

7.1 This Part 1 of the Contract and change orders and other amendments to this Contract signed by authorized representatives of the City and the Contractor.

7.2 The General Provisions, Part 2 of the Contract, and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.

7.3 The Special Provisions, Part 3 of the Contract, 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. CONTRACTOR'S LICENSE CERTIFICATION. 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 Chantell O'Neal as its Project Manager to act as its Representative in all matters relating to the Contract. If Project Manager is an employee of City, Project Manager is the beneficiary of all Contractor obligations to the City including, without limitation, all releases and indemnities.

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

The City may assign all or part of the Project Manager's rights, responsibilities and duties to a construction manage or other City representative.

13.2 The Contractor has designated Mark Benzinger as its Project Manager to act as Contractor's Representative in all matters relating to the Contract. The Contractor's Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the Contractor and to make decisions or actions binding on the Contractor, and shall have sole signature authority on behalf of the Contractor.

SIGNATURES ON FOLLOWING PAGE

Executed on _____, by

CONTRACTOR

_____
By: _____
Title: _____

CITY

_____
By: Isaac Whippy
Title: City Manager

ATTEST:

By:_____
Diana Paoli
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

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

CONTRACT, PART 2

GENERAL PROVISIONS

1. DEFINITIONS

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

1.1 **Architect or 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**: CITY OF FORT BRAGG.

1.6 **Construction Manager**: The City's authorized representative for administration and overall management of the Project contract and Work. The Construction Manager is the official point of contact between the City, the Architect and/or Engineer, and the Contractor. The Construction Manager for this project shall be Assistant Director Engineering Chantell O'Neal.

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**: Mercer-Frazer Company, the successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement.

1.10 **Days**: Unless otherwise specified in the Contract Documents, Days mean working days.

1.11 **Project**: The **Raw Water Line Replacement 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 Construction Manager and Architect as directed by the City in accordance with the Contract Documents.

1.13 **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.

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 Construction Manager, the Engineer, the Architect, 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 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 Construction Manager and the Architect 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 Construction 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 Construction 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 Construction 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. Architect or Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Architect or Engineer assumes no responsibility for the correctness or accuracy of the 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 Architect or 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 Construction Manager's Status. The Construction Manager will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Construction Manager. Except as otherwise provided in the Contract Documents, the Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Construction Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Construction Manager will also have the authority to require inspection or testing of the Work.

3.2 Architect or Engineer's Status. The Architect or Engineer will advise the Construction 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 Architect or Engineer will also advise the Construction Manger concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's or Engineer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect or Engineer may recommend to the Construction 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 Construction Manager, the Architect or 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 Construction Manager or Architect or Engineer.

3.3.3 If the Construction 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 Construction Manager timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Construction Manager or without the approval or consent of the Construction Manager must, if required by the Construction Manager, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work subject to testing that is covered up without timely notice to the Construction Manager and that is not uncovered for examination at the Contractor's Expense if required by the Construction Manager.

3.3.4 Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the 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 Construction Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.

3.3.6 The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The 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 Architect or 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 Architect or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Construction Manager or to such place as the Construction 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 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 Construction Staking. All Work done under this Contract must be in conformance with the Project Plans and staked by the Engineer in the field. The Contractor must inform the Engineer, forty-eight (48) hours in advance, of the time and places at which he or she wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment made, with the minimum of inconvenience to the Engineer and delay to the Contractor.

3.10 Materials Testing. Materials will be tested by the CITY OF FORT BRAGG 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 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 Construction Manager otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change.

4.4 All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the City. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order, and must provide information justifying the requested change in the Time for Completion. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, will be accomplished by the Time for Completion then in effect.

4.5 Change Order Pricing. Change order pricing will be governed by the following:

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

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 Contractor to Locate Underground Facilities. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

Contractor shall contact Underground Service Alert (USA), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide the City with copies of all USA records secured by Contractor. Contractor shall advise the City of any conflict between information in the Contract Documents, Drawings, independent investigations, and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in existing conditions data, Contract Documents, or USA records, or discovered during Contractor's pre- or post-bid investigation. Contractor shall immediately secure all such available information and notify the City and the utility City, in writing, of its discovery.

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 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, 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 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 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 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 for delay accompanied with the proper documentation and justification, provided the Contractor also shows good faith and a manifest lack of prejudice to the City from the late notice.

7.9 Contractor Coordination of the Work.

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

7.9.2 If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before

proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.

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

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

8. CONTRACTOR RESPONSIBILITIES

8.1. Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

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

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

subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

8.3 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Construction Manager or Architect are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Construction Manager, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.

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

8.5 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Project any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Project without City approval.

8.6 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

8.7 Construction Reports. The Contractor must submit daily construction reports detailing the daily progress of the Work to the Construction Manager on a weekly basis.

8.8 Subcontracting. The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of

the Contract amount, except that the bid amount for subcontracted "Specialty Items" so designated in the Special Provisions may be eliminated from the Contract amount and not considered as sub-contracted for the purposes of calculating the value of work to be performed by the Contractor. For the purposes of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the Contractor or Subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.

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

8.8.2 The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 et seq. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

8.8.3. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.

8.8.4 Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. The Contractor shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 11.

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

8.8.6 Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.

8.9 Insurance.

8.9.1 All required insurance shall be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor's expense throughout the performance of the Work.

8.9.2 The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.

8.9.3 Within ten (10) working days following notice of award the Contractor must submit to the City along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance:

8.9.3.1 Worker's Compensation Insurance. Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's Compensation insurance must be for Statutory Limits and must cover the full liability of the Contractor. The Contractor's Employer's Liability Insurance must be in an amount no less than $1,000,000.00 per occurrence. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the work performed under this agreement.

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

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

8.9.3.3 Commercial General Liability Self-Insured Retentions:

- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability.
- Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

8.9.3.4 Commercial Umbrella Policy. The limits of insurance required in these Contract Documents may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

Comprehensive General Liability

Bodily Injury Liability	$3,000,000	each occurrence
	$6,000,000	each aggregate
Property Damage Liability	$3,000,000	each occurrence
	$6,000,000	each aggregate

Comprehensive Automobile Liability

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

Builders Risk issued for the value of the Contract Price

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

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 working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code

Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the City, the Construction Manager, the Architect, nor the Engineer will be responsible for having hazards corrected and/or removed at the Work site. The Contractor agrees that the City will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

8.15.2 Review and inspection by the City, the Construction Manager, the Architect or Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.

8.15.3 The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.

8.15.4 Within ten (10) working days following notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.

8.15.5 The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

8.16 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section

4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

8.17 Contractor shall be responsible for properly notifying residents and property owners impacted by this project in accordance with City standards. Specific notification procedures vary with the type of work and shall be coordinated with the City before work begins. The City will furnish a list of impacted property owners.

8.18 Contractor shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

9. MEASUREMENT AND PAYMENT

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

9.2 Payment

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

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

9.2.3 In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the City,

along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3.8, or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.

9.2.4 Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.

9.2.5 The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:

9.2.5.1 The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.

9.2.5.2 No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.

9.2.5.3 No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.

9.2.5.4 The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the

Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.

9.2.6 In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 9.2.5.

9.3 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for contractor overhead and/or profit established under the Agreement.

9.3.1 Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work or in excess of the labor costs specified in Section 4.5 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.

9.3.2 Superintendent labor and clerical labor.

9.3.3 Bond premiums.

9.3.4 Insurance in excess of that required under Section 8.8.

9.3.5 Utility costs.

9.3.6 Work Site office expenses.

9.3.7 Home office expenses.

9.3.8 Permit or license costs.

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

9.4.1 Defective work not remedied or uncompleted work.

9.4.2 Claims filed or reasonable evidence indicating probable filing of claims.

9.4.3 Failure to properly pay subcontractors or to pay for material or labor.

9.4.4 Reasonable doubt that the Work can be completed for the balance then unpaid.

9.4.5 Damage to another contractor.

9.4.6 Damage to the City.

9.4.7 Damage to a third party.

9.4.8 Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.

9.4.9 Liquidated damages or other charges that apply to the Contractor under the Agreement.

9.4.10 Any other lawful basis for withholding payment under the contract.

9.5 Securities in Lieu of Retention.

9.5.1 In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.

9.5.2 Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of

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

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

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

10. PROJECT ACCEPTANCE AND CLOSEOUT

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

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

10.3 Work Acceptance.

10.3.1 All finished Work will be subject to inspection and acceptance or rejection by the City, the Construction Manager, and the Architect

or Engineer and other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.

10.3.2 The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.

10.3.3 In evaluating the Work, no allowance will be made for deviations from the 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 expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement

and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor. Contractor shall not be entitled to an extension of the Time of Completion because of a delay in the performance of the Work attributable to the City's exercise of its rights under this section.

11.2 Termination for Cause

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

11.2.1.1 If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.

11.2.1.2 If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.

11.2.1.3 If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.

11.2.1.4 If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.

11.2.1.5 If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Construction Manager, the Architect, or other authorized representatives of the City.

11.2.2 If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contractor's control of the Work will be given by registered or certified mail and specify the grounds for

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

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.

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.

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

11.5 Non-Waiver.

11.5.1 Either party’s waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or

waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

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

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

CONTRACT, PART 3

SPECIAL PROVISIONS

12. SPECIAL PROVISIONS

12.1 Description of Work.

1.01 The Project includes construction of approximately 0.75 mile of untreated gravity flow water pipeline between the City's Water Treatment Plant on Monsen Way and Forest Road 450 within Jackson Demonstration State Forest, along with a new pump station and force main at Newman Reservoir. The alignment traverses rural residential areas as well as steep, rugged, and environmentally sensitive terrain. Portions of the work were constructed between 2023 and 2025 under the prior bid cycle. Prospective bidders are hereby notified that the Project is partially constructed and shall carefully review "Bid Cycle 1 (2023) Project Status Update and Important Details" in Volume 3 for a comprehensive summary of completed work, stored materials, and key project considerations. The Work also includes any 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 Construction 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 of 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.

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 stormwater discharges from construction sites that disturb land equal to or greater than one acre, and to construction activity that results in soil disturbances of less than one acre if the construction activity is part of a larger common plan of development that encompasses one acre or more of soil disturbance or if there is significant water quality impairment resulting from the activity. The General Permit requirements that may apply to the Contractor's performance of the Work include, but are not limited to:

a. Development and implementation of a Storm Water Pollution Prevention Plan ("SWPPP") that specifies Best Management Practices ("BMPs") that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site into receiving waters.

b. Elimination or reduction of non-storm water discharges to storm sewer systems and other waters of the nation.

c. Inspection of all BMPs.

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

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

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

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

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

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

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

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

12.4 Maintaining Traffic and Pedestrian Operations.

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

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

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

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

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

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

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

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

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

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

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

12.5 Public Safety.

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

No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Construction Manager.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Construction Manager, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations, and the Contractor will be liable to the City for, and the City may deduct from

amounts due or that may become due to the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Construction Manager.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

12.6 Protection of Existing Facilities and Property.

The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

Subject to Section 5 of the General Provisions, the Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. Subject to Section 5 of the General Provisions, no error or omission of utility markouts will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the Work.

The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. Subject to Section 5 of the General Provisions, all underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Construction Manager of any facilities found. If damage should occur to the existing facilities, the utility company and the City must be notified immediately and, subject to Section 5 of the General Provisions, repairs acceptable to the utility company must be made at the Contractor's expense.

The Project Plans show the underground utilities on the site of the construction insofar as they are known to the City. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.

If in the performance of the Work an existing utility is encountered that is not shown on the Project Plans and is not apparent or inferable from visual inspection of the Project site, the Project Inspector must be notified immediately. The Construction Manager will determine, subject to Section 5 of the General Provisions, whether the Project Plans or Technical Specifications should be modified, or whether the existing utility should be relocated or whether the Contractor must work around the existing utility. Subject to Section 5 of the General Provisions, the Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to CITY OF FORT BRAGG Public Works Standard Specifications and Details under the direction of and subject to the acceptance by the Construction Manager.

Subject to Section 5 of the General Provisions, should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the City may take any actions necessary to protect such facilities from the Contractor's operations. Subject to Section 5 of the General Provisions, the City may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due the Contractor.

12.7 Preconstruction Conference.

A pre-construction conference will be scheduled, at which time the Contractor must present his or her proposed work schedule in accordance with Section 3.8 of the General Provisions, information concerning offsite yards, Subcontractors, location of disposal and stock pile areas, and traffic control plans. All such schedules will be subject to the approval of the Construction Manager and the applicable agencies.

City will schedule and administer intermittent progress meetings throughout duration of work. City will determine the location and time for the meetings.

12.8 Owner Notification.

The Contractor must notify all property owners and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hanger, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur. Notices must be reviewed in advance and approved by the Construction Manager.

12.9 Emergency Service Providers Notifications.

The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must be reported to the City Police Department dispatcher, and updated as required to provide 24-hour phone access.

12.10 Clean up.

Attention is directed to Section 4-1.02 of the Caltrans Standard Specifications, which section is made a part of this Contract.

Before final inspection of the Work, the Contractor must clean the construction site and all ground occupied by him in connection with the Work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the Work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Construction Manager.

12.11 Payment.

Payment for all work and work requirements specified in these Special Provisions shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

12.12 Construction Staking.

Attention is directed to Section 3.9 of the General Provisions for information on Construction Staking.

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 underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area, and he will be held liable to the owners of such facilities for interference with service resulting from his operations.

12.15 Hours of Work.

Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City’s Zoning Ordinance.

Saturdays, Sundays, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the expressed approval of the Construction Manager. The Contractor shall make a request for approval in writing with the stipulation (implied or expressed) that the Contractor shall pay for all overtime labor charges at the applicable hourly rate of the City or contract employee performing duties of inspector and/or

resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the Construction Manager.

12.16 Dust Control.

The Contractor must furnish all labor, equipment, and means required and carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance. The Contractor will be responsible for any damage resulting from any dust originating from the performance of the Work. The use of water resulting in mud on streets, sidewalks, or driveways, will not be permitted as a substitute for sweeping or other methods of dust control. The Contractor may not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Dust control must conform to the provisions in Sections 10-5, “Dust Control” and Section 18, “Dust Palliatives” of the Caltrans Standard Specifications, which section is made a part of this Contract.

12.17 Water for Construction and Dust Control.

Unless otherwise provided, the Contractor will be responsible for applying to the City’s Utility Department to establish utility accounts (at no charge) for all water necessary to perform the Work. The Contractor must comply with all City requirements for construction water, including provision of deposits and provision of backflow prevention devices. In accordance with State law, backflow prevention devices for construction water connections must be re-tested when relocated. The Contractor will be responsible for the cost of any re-testing.

The Contractor is prohibited from operating gate valves, fire hydrants, pumps or any other components of the City water system. The Contractor must contact the City’s utilities staff, a minimum of twenty-four (24) hours in advance, to operate these or any other components on the City water system.

12.18 Protection and Restoration of Vegetation.

Trees, lawns, shrubbery and vegetation that are not to be removed must be protected from damage or injury. Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, must be replaced by the Contractor in accordance with the requirements in Section 20-3.01C, "Replacement," of the Caltrans Standard Specifications. Section 20-3.01C of the Caltrans Standard Specifications is made a part of this Contract.

When it is necessary to excavate adjacent to existing trees, shrubs, or hedges, the Contractor must use all possible care to avoid injury to the trees, shrubs, or hedges and their roots. No roots or limbs two inches (2") or larger in diameter may be cut without the express approval of the Construction Manager.

All roots two inches (2") in diameter and larger left in place must be wrapped with burlap to prevent scarring or excessive drying. When it is necessary to cut limbs and branches of trees to provide clearance for equipment used in construction, the Contractor must repair the damaged areas by properly painting with an emulsified asphalt type seal. All cuts through 1/2" or larger roots and limbs must be hand trimmed and cleanly cut before being repaired.

12.19 Surplus Material.

All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way, unless the City elects to salvage certain objects that are determined to be of historical interest. The City reserves the right of ownership of all objects that it elects to salvage, and the Contractor must protect such objects from subsequent damage until delivered unto the care of the owner.

12.20 Cultural Resources.

In accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470), the following procedures are implemented to ensure historic preservation and fair compensation to the Contractor for delays attendant to the cultural resources investigation. The Contractor hereby agrees to comply with these procedures.

12.21 Historical Finds.

In the event potential historical, architectural, archeological, or cultural resources (hereinafter called cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures will apply:

1. The Contractor must immediately notify the Construction Manager and stop any Work that may jeopardize the find pending an investigation of its significance;
2. The Construction Manager will select a qualified archeologist (such as through the Northwest Information Center at Sonoma State University or other official contact) and wait for an archaeologist to complete an evaluation of significance before continuing Work in that area.
3. The Construction Manager will supply the Contractor with a “Stop Work Order” directing the Contractor to cease all portions of the Work that the Construction Manager determines may impact the find. The “Stop Work Order” will be effective until a qualified archaeologist assesses the value of the potential cultural resources. The “Stop Work Order” will contain the following:
    a. A clear description of the Work to be suspended;
    b. Any instructions regarding issuance of further orders by the Contractor for materials services;
    c. Guidance as to action to be taken regarding Subcontractors;
    d. Any direction to the Contractor to minimize costs; and
    e. Estimated duration of the temporary suspension.
4. If the archaeologist determines the potential find is a bona fide cultural resource, the Construction Manager may extend the duration of the “Stop Work Order” in writing, and if so the ”Stop Work Order” will remain in effect and Work subject to the “Stop Work Order” may not resume until authorized by the Construction Manager.

12.22 Cultural Resources Defined.

Possible indicators that a cultural resource has been found include, but are not limited to the following:

1. Prehistoric-era archaeological site indicators: obsidian tools, tool manufacture waste flakes, grinding and other implements, dwelling sites, animal or human bones, fossils, and/or locally darkened soil

containing dietary debris such as bone fragments and shellfish remains;

2. Historic-era site indicators: ceramic, glass, and/or metal.

12.23 Construction Manager's Discretion.

Once possible cultural resources are found at the Work site, the Construction Manager may use discretion to continue the Work, regardless of the cultural resource find, if the Construction Manager determines that there are overriding considerations such as the instability of the excavation site, the existence of adverse weather or other conditions that would preclude leaving the site exposed, or if the site would be unsafe to workers who would retrieve cultural resource items from therein.

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

CONSTRUCTION PERFORMANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

THIS CONSTRUCTION PERFORMANCE BOND (Bond), dated _____, is in the amount of _____ (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), City of Fort Bragg (City), or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Address	Principal Place of Business
_____	_____
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

Agreement for the _____ (Project) located at _____ (Address), California, dated _____, in the amount of _____.

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name:_____	Name:_____
Title: _____	Title: _____

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

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

Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.

14.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

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

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 WHEREAS, the City of Fort Bragg, 416 N. Franklin Street, Fort Bragg, California 95437 (City) has awarded a Contract to _____ _____ as Principal, dated the _____ day of _____, _____ (the Contract), titled THE _____ PROJECT in the amount of $_____, which Contract is by this reference made a part hereof, for the work of the following Contract:

_____

_____

_____

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 **($_____)**, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond,

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
416 Franklin Street
Fort Bragg, California 95437

MAINTENANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to _____, (designated as the "PRINCIPAL") a contract for the _____ Project, Project No. _____, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____ _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the CITY OF FORT BRAGG, (designated as the "OBLIGEE"), in the penal sum of _____ Dollars ($_____), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this ____ day of _____, _____ the name and corporate seals

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) PRINCIPAL

By:_____

(Acknowledgement) Title:_____

(Corporate Seal) SURETY

By:_____
(Attorney-in-fact)

(Acknowledgement) Title:_____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.

END OF DOCUMENT

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.

City of Fort Bragg

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

Text File

File Number: 26-276

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Resolution

Agenda Number: 8D.

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Alpha CM to Provide Construction Management Services for the Raw Water Line Replacement Project, City Project WTR-00016, and Authorizing City Manager to Execute Contract (Amount Not to Exceed $435,501)

CITY COUNCIL STAFF REPORT

TO: City Council **DATE: June 22, 2026**

DEPARTMENT: Public Works/Engineering

PREPARED BY: Chantell O'Neal, Assistant Director; Engineering

PRESENTER: Kevin McDannold, Engineering Technician

AGENDA TITLE: **Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Alpha CM to Provide Construction Management Services for the Raw Water Line Replacement Project, City Project WTR-00016, and Authorizing City Manager to Execute Contract (Amount Not to Exceed $435,501), Subject to an Existing Mitigated Negative Declaration**

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution awarding a Professional Services Agreement to Alpha Construction Management, Inc. (Alpha CM) to provide construction management, inspection, environmental compliance documentation, and project administration services for the Raw Water Line Replacement Project (WTR-00016), in an amount not to exceed $435,501, and authorize the City Manager to execute the Agreement.

BACKGROUND

A full description of the project history, permitting status, funding reinstatement, and bid results are provided in the construction contract award staff report, which appears earlier on this agenda. That report should be referenced for all project background and context.

In summary:

- The Raw Water Line Replacement Project was originally awarded in 2024, partially constructed, and later halted due to a lapse in State grant funding.
- Funding has now been reinstated through the FY 2026 State Budget.
- All required CDFW Lake and Streambed Alteration Agreements and easements are now secured or in final execution.
- Construction is recommended for award to Mercer-Fraser Company under a separate agenda item.
- Additional design services are recommended for award to Lumos under a separate agenda item.

Construction Management services are required to support the City through the 2026 construction season.

DISCUSSION AND ANALYSIS

1. RFP Process and Lack of Proposals

The City issued a Request for Proposals (RFP) for Construction Management Services on May 4, 2026, with Addendum 1 issued on May 26, 2026. The RFP closed on June 4, 2026, and no proposals were received (attachment 4 RFP Response Summary).

One firm—Alpha CM—had expressed interest but notified the City that they could not perform the pipeline redesign work required under Addendum 1 because they do not carry design E&O insurance. The City did not modify the RFP.

2. Post-RFP Negotiations

Following the failed solicitation, staff:

- Confirmed that Lumos & Associates (the project engineer for the pump station redesign) could perform the redesign work under a separate contract amendment (included as separate agenda item).

- Contacted Alpha CM to determine whether they remained interested in providing construction management only, without design liability.

Alpha CM confirmed continued interest and submitted a responsive, negotiated proposal on June 11, 2026.

3. Procurement Compliance

Under **FBMC 3.20.030(B)**:

“Contracts for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and professional qualifications…”

Because: the RFP yielded zero proposals, Alpha CM is a qualified CM firm, and the City has a demonstrated need for CM services to administer a State-funded project, the City is authorized to negotiate directly with Alpha CM.

4. Scope of Services

Alpha CM will provide:

- Daily inspection
- Environmental and permit compliance documentation
- SWPPP oversight
- RFI and submittal management

- Change order review
- Schedule review
- Materials testing
- DWR reporting support
- Project close-out documentation

Biological monitoring will be performed under a separate City contract and is not included in Alpha's scope.

FISCAL IMPACT/FUNDING SOURCE

Alpha CM's proposed not-to-exceed fee is: $435,501.

This amount is consistent with typical CM costs for a project of this size and duration.

The project is funded by the Department of Water Resources Urban & Multibenefit Drought Relief Grant.

As of June 2026, the City has $5,104,392.55 in remaining construction-phase grant funds. The CM contract will be fully grant-funded.

There is no impact to the General Fund or water enterprise funds to fill this contract, the redesign change order, and the construction contract.

ENVIRONMENTAL ANALYSIS:

Construction Management services are not a project under CEQA. The underlying construction project is covered by the 2022 IS/MND, previously adopted by the City Council. No additional CEQA action is required.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

This action supports:

- **Goal 2** – Implement Resilient Infrastructure and Encourage Environmental Stewardship
- **Goal 6** – Champion a Sustainable Municipal Organization

ALTERNATIVES:

1. **Approve the Agreement** (recommended).
2. **Reject the Agreement** and direct staff to re-advertise the RFP.
   - This would delay construction and jeopardize reinstated State funding.
3. **Self-perform CM functions** with City staff.
   - Not feasible due to staffing capacity and materials testing requirements.

ATTACHMENTS:

1. Draft Resolution
2. Raw Water Line Request for Proposals (RFP)
3. RFP Addendum 1
4. RFP Response Summary
5. Alpha CM Proposal
6. Alpha CM Draft Professional Services Agreement

NOTIFICATION:

1. Alpha CM

RESOLUTION NO. ___*-2026*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ALPHA CM TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE RAW WATER LINE REPLACEMENT PROJECT, CITY PROJECT WTR-00016, AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED $435,501)

WHEREAS, the City of Fort Bragg requires Construction Management services to support completion of the Raw Water Line Replacement Project (WTR-00016); and

WHEREAS, the City issued a Request for Proposals on May 4, 2026, and received no proposals by the June 4, 2026 deadline; and

WHEREAS, pursuant to Fort Bragg Municipal Code Section 3.20.030(B), professional construction management services may be procured on the basis of demonstrated competence and professional qualifications; and

WHEREAS, Alpha CM is a qualified construction management firm with experience in public works and environmentally sensitive infrastructure projects; and

WHEREAS, Alpha CM submitted a responsive negotiated proposal dated June __, 2026, for an amount not to exceed $435,501; and

WHEREAS, the Raw Water Line Replacement Project is funded by the State Department of Water Resources Urban & Multibenefit Drought Relief Grant, and sufficient funds are available for this contract; and

WHEREAS, Construction Management services are not a project under CEQA, and the underlying construction project is covered by the previously adopted 2022 IS/MND.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby approve a Professional Services Agreement with Alpha CM for Construction Management Services for the Raw Water Line Replacement Project in an amount not to exceed $435,501, and authorizes the City Manager to execute the Agreement.

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 22nd day of June 2026, by the following vote:

AYES:
NOES:

ABSENT:
ABSTAIN:
RECUSED:

Jason Godeke
Mayor

ATTEST:

Diana Paoli
City Clerk

CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE RAW WATER LINE REPLACEMENT PROJECT

1. INTRODUCTION

The City of Fort Bragg (City) is requesting proposals from qualified engineering and construction management firms to provide professional Construction Management (CM) and inspection services for the Raw Water Line Replacement Project (Project). The Project is partially constructed and is being re-advertised for completion under a new construction contract. The selected CM firm will support the City through pre-construction, construction, environmental compliance, documentation, and close-out.

The City intends to award the CM contract in June 2026, concurrent with award of the construction contract, with construction anticipated to begin July 2026, subject to seasonal work windows and permit conditions.

2. PROJECT STATUS & DESCRIPTION

Construction on this Project began under the 2023 bid cycle and continued through the 2025 construction season. Work was suspended at the close of the 2025 seasonal window, and the prior construction contract ended in early 2026. The City has since secured all required regulatory permits and property access necessary to complete the remaining work.

The Project includes construction of approximately **0.75 mile** of untreated gravity-flow raw water pipeline between the City's Water Treatment Plant on Monsen Way and Forest Road 450 within Jackson Demonstration State Forest, along with construction of a new pump station and force main at Newman Reservoir. The alignment traverses rural residential areas and steep, rugged, environmentally sensitive terrain.

Portions of the pipeline, appurtenances, and site improvements were installed under the prior contract. The current bid package includes a comprehensive **Bid Cycle 1 (2023) Project Status Update and Important Details** document summarizing completed work, stored materials, and existing conditions. The selected CM firm must thoroughly review and verify these conditions.

The new construction contract allows **120 working days** for completion.

3. PERMITS & REGULATORY REQUIREMENTS

All required permits for the Project have been issued, including:

- Tribal Monitoring Agreement
- Mendocino County Coastal Development Permit U_2024-0010 (CDP_2023-0003)
- CDFW Lake and Streambed Alteration Agreement MEN-31384 – Raw Water Line Replacement Project

- CDFW Lake and Streambed Alteration Agreement 49514 – Hare Creek Diversion
- Section 401 Water Quality Certification – WDID No. 1B23050WNME
- Section 404 Nationwide Permit 58 – File No. SPN-2023-00196
- Construction General Permit (CGP) Storm Water Pollution Prevention Plan (SWPP) WDID 1 23C404463 573547

The CM firm will be responsible for monitoring and documenting compliance with all permit conditions throughout construction.

4. SCOPE OF WORK

The CM firm shall provide comprehensive construction management, inspection, environmental compliance, and documentation services. The scope includes, but is not limited to, the following:

4.1 Pre-Construction Services

a. Review plans, specifications, addenda, and the Bid Cycle 1 Status Update to identify constructability issues, conflicts, or clarifications.
b. Verify existing conditions, including partially installed pipeline segments, appurtenances, and site features.
c. Review stored materials and prepare an inventory and condition assessment.
d. Review all environmental documents and permit conditions.
e. Confirm seasonal work windows and required biological, cultural, and tribal monitoring.
f. Review Contractor's baseline schedule and sequencing.
g. Prepare and conduct the pre-construction meeting.
h. Review safety plans, IIPP, and traffic control plans.
i. Review stormwater documents, including SWPPP and BMP requirements.

4.2 Construction Management & Inspection

a. Provide daily on-site inspection of all construction activities.
b. Monitor compliance with plans, specifications, permits, and environmental mitigation measures.
c. Verify Contractor surveys, layout, and tie-in/connection plans.
d. Oversee geotechnical and materials testing.
e. Monitor stormwater controls and prepare required inspection reports.
f. Ensure protection of sensitive habitats, riparian areas, and cultural resources.
g. Review and respond to RFIs.
h. Manage change orders, including review, negotiation, and documentation.
i. Process certified payroll and verify labor compliance.
j. Review Contractor schedules, updates, and look-ahead schedules.
k. Prepare weekly and monthly reports, including working day statements.
l. Maintain photographic and video documentation.
m. Track American Iron and Steel (AIS) compliance.
n. Coordinate with biological, cultural, and tribal monitors.

4.3 Documentation & Reporting

a. Maintain complete project files, including RFIs, submittals, change orders, testing reports, and environmental compliance documentation.
b. Prepare daily inspection reports documenting labor, equipment, activities, weather, safety, materials, and quantities.

c. Prepare weekly construction summaries and monthly as-built updates.
d. Assist the City with DWR reporting requirements.

4.4 Project Close-Out

a. Prepare and maintain punch lists.
b. Verify completion of all work in accordance with contract documents.
c. Coordinate final inspections with the City and Contractor.
d. Ensure complete and accurate as-built drawings.
e. Compile final documentation, including photo logs, testing reports, and O&M manuals.
f. Support the City in meeting all DWR close-out requirements.

5. PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF so that it is received by the City no later than 3:00 p.m. on May 28, 2026 to:

   City of Fort Bragg
   Attention: Diana Paoli, City Clerk
   cityclerk@fortbraggca.gov

   You will receive an email confirming receipt of your quote within 24 hours but no later than 4:30 p.m. on the due date. In order to ensure you receive timely confirmation of the City's receipt of your proposal, early submittals are encouraged.

2. Contents: Proposal shall contain the following information

   A. Firm Description
   Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.

   B. Relevant Experience
   Describe relevant experience performing Construction management services for water transmission, raw water conveyance, and/or environmentally sensitive linear projects for public agencies, and projects with state funding.

   C. Key Personnel Qualifications
   Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.

   D. References
   Submit at least three public agency references for similar work.

   E. Scope of Work
   Describe how the firm will complete the tasks outlined in this RFP.

   F. Budget and Schedule of Charges
   Provide a "Not to Exceed" amount and a list of Personnel Rates, Equipment Charges, and reimbursable costs. Prevailing wage rates apply to preconstruction work, such as inspection and land surveying, for public works projects.

   G. Work Schedule
   Provide a timeline for the completion of work.

   H. Insurance
   The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the

Consultant, his agents, representatives, employees or subcontracts as set forth in Section 13 of Exhibit "A" which is attached hereto and incorporated by reference herein. The cost of such insurance shall be included in the consultant's proposal.

I. Consultant Agreement
Identify any requested modifications to the City's standard agreement (Exhibit A). All requests for amendments to language in the agreement **must** be included in the proposal.

6. EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- Firm capabilities and resources
- Qualifications and experience of key personnel
- Understanding of the Project and approach to CM
- Schedule and availability
- Rate schedule and overall value

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

7. OTHER CONSIDERATIONS

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

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

8. RFP Schedule

RFP Release	May 4, 2026
Deadline for Written Questions	May 22, 2026
Proposals Due	May 28, 2026
Interviews (as needed)	Week of June 1-5, 2026
Selection	June 22, 2026
Construction Start:	July 2026

9. QUESTIONS

Questions should be directed to:

Chantell O'Neal
Assistant Director Engineering
(707) 961-2823, x 133
E-mail: coneal@fortbraggca.gov

10. ATTACHMENTS

Exhibit "A" – City's Professional Services Agreement

CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
_____

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

W I T N E S S E T H :

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

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

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

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

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

[**Delete whichever Paragraph E doesn't apply**]

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed $60,000.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by

Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

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

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

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

[**Delete whichever paragraph 2.1 does not apply.**]

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

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

[Delete this section if it does not apply.]

2.5 Prevailing Wage Requirements In accordance with California Labor Code Section 1720, this project is subject to prevailing wage compliance monitoring and enforecement by the Department of Industrial Regulation. The Consultant and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

(a) Payment of Prevailing Wages: In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Consultant 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.

(b) Legal Working Days: 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.

(c) Payroll Records: Pursuant to Labor Code Section 1776, Consultant and any subcontractor(s) shall 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 by Consultant or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. Consultant shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(d) Registration with DIR: Consultant and any subcontractor(s) of Consultant shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

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

4.2. Notice of Termination. The City reserves and has the right and privilege of

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

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

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

a. Be adjudged a bankrupt;

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

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

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

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

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

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

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

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

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

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

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any

of the required polices are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be _____. 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 _____ 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:	IF TO CITY:
_____	City Clerk
_____	City of Fort Bragg
_____	416 N. Franklin St.
_____	Fort Bragg, CA 95437
Tel: _____	Tel: 707-961-2823
Fax: _____	Fax: 707-961-2802

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

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

If Consultant is a design professional performing “design professional” services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant’s sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding

the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *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 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an

error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence

or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

CITY	CONSULTANT
By: _____	By: _____
Isaac Whippy	_____
Its: City Manager	Its: _____

ATTEST:

By: _____
Diana Paoli
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

EXHIBIT A

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

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ADDENDUM NO. _1_

TO REQUEST FOR PROPOSALS FOR CONSTRUCITON MANAGEMENT SERVICES
ON THE
RAW WATER LINE REPLACEMENT PROJECT
PROJECT NO. WTR-00016

DATE: May 26, 2026
TO: All Proposers
SUBJECT: Scope Modification – Alignment Redesign and Additional Engineering Services
RFP DUE DATE: *Revised* — Thursday, June 4, 2026 at 3:00 p.m.

This Addendum No. 1 forms a part of the Request for Proposals (RFP) for Professional Construction Management Services for the Raw Water Line Replacement Project. All requirements of the original RFP remain in effect except as specifically modified by this Addendum.

1. CHANGE TO BID OPENING DATE
The bid opening date is hereby **changed**:

- **FROM:** May 28, 2026 at 3:00 p.m.
- **TO: June 4, 2026 at 3:00 p.m.**

Proposals received after the revised deadline will be returned unopened.

2. Alignment Adjustment and Easement Expansion

The City has authorized an expansion of the permanent easement in the vicinity of the existing off-trail pipeline segment. During field verification, it was determined that a portion of the existing alignment deviates into a dense stand of trees rather than remaining on the adjacent trail.

To correct this, the City will be shifting the pipeline alignment **onto the trail**, requiring redesign of approximately **450 linear feet** of the pipeline route.

3. Additional CM Responsibilities – Civil Engineering Redesign Required

The selected Construction Management (CM) consultant will be required to provide **direct civil engineering design services** to support this alignment change. This includes **preparing revised plan sheets and associated design documents**.

Upon contract execution, the CM consultant shall:

- Perform the **civil engineering redesign** of approximately 450 linear feet of pipeline alignment.

- Prepare revised **plan and profile sheets**, details, and any supporting calculations needed for the updated alignment.
- Incorporate City-provided survey data for both the existing (as-surveyed) and proposed (on-trail) alignments.
- Coordinate with the City's surveyor and staff to finalize the redesigned alignment.
- Support the City in integrating the revised design into the construction contract documents.
- Identify and support any required updates to environmental compliance documentation or permit notifications resulting from the alignment shift.

This redesign effort will begin **immediately upon Notice of Award**.

4. Proposal Requirements

Proposers shall incorporate this additional engineering scope into:

- **Section E – Scope of Work**
- **Section F – Budget and Schedule of Charges**
- **Section G – Work Schedule**

5. Clarification – Environmental Documents "Available Upon Request"

The environmental documents referenced in the RFP remain **available upon request**, consistent with the instructions provided in the original solicitation. Proposers may obtain these materials by contacting: **coneal@fortbraggca.gov**

No additional links or attachments are provided as part of this addendum.

Addendum Issued by:

Chantell O'Neal

_____ *May 26, 2026*

Chantell O'Neal, Assistant Director;
Engineering Division Public Works

CITY OF FORT BRAGG

RFP OPENING

Request for Proposals Professional Construction Management Services for the Raw Water Line Replacement Project

Written proposals were due by 3:00 PM, Thursday, June 4, 2026. ZERO timely digital proposals were received.

	Submitted By	Projects	Staffing/Experience	Timeframe	Hourly Rates	Bid	Comments
1							
2							

JUNE 11, 2026

City of Fort Bragg

Proposal for
Professional Construction Management Services
for The Raw Water Line Replacement Project











Submitted by

Alpha CM

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COVER LETTER

June 11, 2026

Alpha CM
2180 Jefferson St, Suite 212
Napa, CA 94558
707.819.9335
www.alphacminc.com

Chantell O'Neall, Assistant Director Engineering
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

RE: Raw Water Line Replacement Project
Construction Management and Inspection Services Proposal

Dear Chantell:

The City of Fort Bragg has been given a second chance to get the funding for the completion of the Raw Water Line between the City's Water Treatment Plant and the Jackson Demonstration State Forest. Construction through the steep and forested terrain will be difficult enough, but a myriad of administrative, management, and jurisdictional details will need to be addressed. Having a construction management firm that understands the challenges and provides effective and timely solutions will be critical for successful project completion.

Alpha CM has the qualifications, resources, and expertise to assist the City in timely and successful delivery of this complex project. Established in 2021, we serve solely the construction management and inspection needs of northern California cities, counties, and special districts, with an emphasis on water and environmentally sensitive public works projects. We understand the nuances of grant funding, public financing, rigorous environmental permitting requirements, and construction in the public sector. We are currently providing or have recently wrapped up assignments or more than half a dozen potable water projects.

- Our proposed Construction Manager, **Dave Latona**, brings more than 25 years of pertinent construction management experience on water, environmental restoration, and public works projects. Over the last couple of years alone, he has successfully completed complex water projects for the Cities of Rohnert Park and Napa, the Town of Windsor, the Hidden Valley Lakes Community Services District, and the Alameda County Water District.
- Our Assistant Construction Manager will be **Craig Hansen**. Craig brings extensive experience managing water and utility infrastructure projects throughout California. He recently supported two complex water transmission projects for Alameda County Water District (ACWD).
- Our Inspector, **Norman Akana**, brings more than 40 years of public works experience as a tradesman, construction manager, and inspector. He recently completed assignments for two major main projects for the Alameda County Water District and $6 million stormwater pump station in San Rafael. Norman has also inspected major habitat restoration projects for the San Francisco PUC.
- **Crawford and Associates** will provide Materials Testing services and SWPPP. They are a trusted name in northern California for geotechnical and materials testing services.
- **CASI** will provide labor Compliance Monitoring Services.

We will provide an excellent team of subconsultants that will provide materials testing, SWPPP compliance, labor compliance, biological monitoring, and surveying. We cannot however, sub consult out design services, as we are not a design engineering firm.

Please contact me at **925-407-5188** or **bdanley@alphacminc.com** for anything regarding this proposal. We look forward to discussing our qualifications with you and how we may be of service to the City of Fort Bragg.

Regards,

Alpha CM, Inc.

Brian A. Danley, PE, QSD/P, LEED AP
Vice President

SECTION A: FIRM DESCRIPTION

Alpha CM, Inc., was established in 2021 as an S-Corporation. We specialize in water, wastewater, and public infrastructure projects. We provide CM services to northern California cities, counties, and special districts. Our staff bring a wealth of recent and pertinent experience in environmental, rehabilitation, sidewalks, storm drainage, traffic signals, street lighting, landscaping, irrigation, parks, and building projects. Much of the work is undertaken in the public right-of-way and we are cognizant and sensitive to local and neighborhood conditions and concerns.

Services offered include:

- Project Management
- Bidding Assistance
- Inspection/Quality Assurance
- Resident Engineering
- Biddability/Constructability Reviews
- Construction Management
- Cost Estimating
- Project Closeout
- Claims Mitigation and Support

Current and recently completed public projects include:

- Sacramento Suburban Water District - Dudley Dudley Main Replacement
- Yolo County - Wood Duck Pump Station
- City of Napa - Emergency 36" Transmission Main Replacement Project
- City of Napa - Redwood Road Water Main CIPP Rehabilitation Project
- Alameda County Water District - Main Renewal - Lindsay Tract
- City of Rohnert Park - A & B Sections Neighborhood Utilities Project
- City of Orinda - San Pablo Creek Box Culvert Repair Project
- Town of Windsor - Airport-Larkfield-Wikiup Sanitation Zone / WWD Sewer Interconnect
- Alameda County Water District - Main Renewal – Central Newark Thornton Avenue Project

Legal Entity

Alpha CM Inc. (S-Corporation)

Year Firm Established

2021

Corporate Office:

2180 Jefferson St, Suite 212
Napa, CA 94559
707.819.9335
www.alphacminc.com

Key Contact

Brian Danley, PE, QSD/P
Project Principal
925.407.5188 Mobile
bdanley@alphacminc.com

Certifications/Registrations

- EIN Number: 88-0563089
- Certified California small business enterprise #4842467: SB(Micro) and SB-PW
- Department of Industrial Relations (DIR) Contractor Registration Number is PW-LR-10008737

Subconsultant Firm Profiles

Crawford & Associates, Inc. (Crawford) was established in 2012 and is a registered Small Business Geotechnical Engineering firm (Certification ID: 1744908) that specializes in large-scale public works projects. Crawford has experience working with various oversight agencies including Counties, Cities, Caltrans, AREMA, Regional Transit, Building Departments, Regional Water Quality Control Boards, FEMA, FHWA, Cal OES, DWR, Army Corp, DSA, UPRR, CA Fish and Wildlife, Water and Irrigation Districts, Utilities and Environmental Health Departments. Crawford understands the importance of being responsive during construction. Our ability to mobilize quickly allows for projects to stay on time and within budget. Services include Geotechnical Engineering, Construction Observation, Materials Testing, Environmental and Hazardous Materials Assessments, and Expert Witness. Office locations include Rocklin, Sacramento, Eureka, Modesto, Pleasanton, Santa Rosa, Seattle, and Ukiah to meet the demands of our clients.

Crawford & Associates' Sacramento Laboratory is Caltrans certified. Our District 3 office specializes in soils and aggregate testing. Technicians are accredited for aggregate sampling in the field, nuclear gauge testing and relative compaction testing. Caltrans job sites require the personnel on site to be certified by them for quality assurance purposes.

Contract Administrative Services, Inc. (CASI), founded in 2016, is a Disadvantaged Business Enterprise (DBE) firm that specializes in assisting local agencies, state agencies and consultants with verifying labor compliance requirements and providing construction administration support. **CASI** has performed labor compliance monitoring services on dozens of federally and locally funded projects.

CASI provides comprehensive labor compliance verification following State and Federal requirements. The primary goal is to provide thorough and accurate labor compliance services, including verification of minimum base rate and fringe benefits requirements, overtime policies and rules, and apprenticeship requirements. Another important task is comparing the daily labor hours recorded by the inspector to the hours in the certified payroll reports. **CASI** adheres to the standards found in the Caltrans Local Assistance Procedures Manual throughout every phase of the project.

SECTION B: RELEVANT EXPERIENCE

Airport-Larkfield-Wikiup Sanitation Zone / WWD Sewer Interconnect Project (08/2024 - 02/2025)



Agency: Town of Windsor, 8400 Windsor Road, Bldg. 100, Windsor, CA 95492
Contact: Garret Broughton, PE, Senior Civil Engineer **Phone:** 707.838.1211
Email: gbroughton@townofwindsor.com
Location: Windsor, CA **Construction Cost:** $1.8M
Services Performed: CM and Inspection
Description: The project consisted of 3062 LF of 18-inch PVC force main with ductile iron fittings. The alignment was in streets and adjacent unimproved areas. The upper connection was at the Sonoma Water facilities on Freedom Way across from the Santa Rosa Junior College Public Safety Training Center and terminates at an existing blind flange on Shiloh Road. Project elements included restoration, sanitary sewer force main installation, including trenching, backfill and asphalt pavement, curb and gutter replacement, coordination with existing underground utilities, and associated work within the project site, and other ancillary work necessary to complete the work.

A & B Sections Neighborhood Utility Improvement Project (12/2023 - 12/2024)



Agency: City of Rohnert Park, 600 Enterprise Drive, Rohnert Park, CA 94928
Contact: Julian De Anda, PE, Senior Engineer **Phone:** 707.588.3317
Email: jdeanda@rpcity.org
Location: Rohnert Park, CA **Construction Cost:** $6.5M
Services Performed: CM and Inspection
Description: Project consisted of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps. The sewer work included the repair of sewer main pipes and lower sewer service lateral repairs via “Cured In Place Pipe” (CIPP) technique as well as “Open Trench” technique.

Dudley Dudley Main Replacement (7/2025 – ongoing)



Agency: Sacramento Suburban Water District, 3701 Marconi Ave., Ste 100, Sacramento, CA 95821
Contact: Tommy Moulton, Senior Project Manager **Phone:** 916.679.3345
Email: tmoulton@SSWD.org
Location: Sacramento County **Construction Cost:** $4.1M
Services Performed: CM and Inspection
Description: This $4.1M project includes the installation of 6000LF of ductile iron pipe with restrained joints at the former McClellan air Force Base that has been realigned to a business park. The existing soils are contaminated and excavated trench material will be removed and replaced with clean material. Project also includes meters, hydrants, service connections and pavement restoration.

Browns Valley Road Water Main Install Project (05/2024 - 02/2026)



Agency: City of Napa, 1700 Second Street, Ste 100, Napa, CA 94559
Contact: Victor Gonzalez, Assistant Engineer **Phone:** 707.257.9647
Email: vgonzalez@cityofnapa.org
Location: Napa, CA **Construction Cost:** $2.9M
Services Performed: CM and Inspection
Description: Project involved providing construction management for the installation of 5200 LF of 12-inch (PVCO) C909 PC 305 water mainline, sixteen interties, incidental disposal of AC pipe, new fire hydrants, disinfection, 25,000 SF of AC paving, new valving, service reconnections, tie-ins, trench paving, and striping. In addition to the technical aspects, performed outreach to business and residents.

Emergency 36" Transmission Main Replacement Project (07/2025 - ongoing)



Agency: City of Napa, 1700 Second Street, Suite 100, Napa, CA 94559
Contact: Victor Gonzalez, Assistant Engineer **Phone:** 707.257.9647
Email: vgonzalez@cityofnapa.org
Location: Napa, CA **Construction Cost:** $15.7M
Services Performed: CM and Inspection
Description: Project consists removal of ~7500LF of 36-inch Asbestos Cement Transmission Main and replacement with new 36" welded steel main. Also, installation of ~3000LF of new 12" C900 trunk. Work conducted along arterial roads, fire station, schools, businesses and residential. Additional project elements included, connections, valves, hydrants, curbs and gutter repairs, road repairs, grind and overlay, striping.

Redwood Road Water Main CIPP Rehabilitation Project (05/2024 - 02/2025)



Agency: City of Napa, 1700 Second Street, Suite 100, Napa, CA 94559
Contact: Victor Gonzalez, Assistant Engineer **Phone:** 707.257.9647
Email: vgonzalez@cityofnapa.org
Location: Napa, CA **Construction Cost:** $597K
Services Performed: CM and Inspection
Description: Project located on state highway 29 "St. Helena Highway", post-mile 13. Work consisted of rehabilitating 300 LF of 12-inch cast and ductile iron water main by CIPP and open cut. Located under Napa Valley Wine Train right-of-way and Caltrans overpass of Highway 29. Required extensive coordination line also required grouting of casing, tie-ins. Work conducted at nights due to arterial travel route that would have severe impacts to community and hospitality industry in the area. Outreach consisted of regular communication with businesses and community with Alpha CM as point of contact.

Laurel Street Water Main Installation Project (12/2022 to 8/2023)



Agency: City of Napa, 1700 Second Street, Suite 100, Napa, CA 94559
Contact: Chris Jones, P.E. **Phone:** 707.257.9460
Email: chrisjones@cityofnapa.org
Location: Napa, CA **Construction Cost:** $1M
Services Performed: CM and Inspection
Description: This $1M project involved the installation of approximately 550 LF of 12-inch fused C-900 PVC DR 14 water main on Laurel Street from Riordan Lane to Griggs Lane; the installation of approximately 300 LF of fused 8-inch C-900 DR 14 water main to replace an existing 4-inch cast iron water main with the reconnection of five services; and the installation of a 36-inch bypass valve assembly on the existing 36-inch asbestos cement transmission main and the installation of 200 LF of 36-inch AWWA C200 steel cement lined and coated (CMLC) transmission main. Work conducted along arterial street and next to an active park and fire station.

Main Renewal - Lindsay Tract (9/2024 - ongoing)



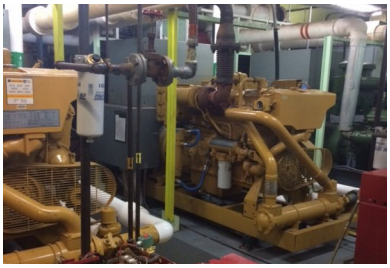
Agency: Alameda County Water District, 43885 South Grimmer Blvd, Fremont, CA 94538
Contact: Alan Velasquez, P.E. **Phone:** 510.668.4427
Email: AlanVelasquez@acwd.com
Location: Newark, CA **Construction Cost:** $6.5M
Services Performed: CM and Inspection
Description: This Project is part of the District's Water Main Renewal Program and will replace a 60-70 year old asbestos cement water main while improving system hydraulics, seismic reliability, and reducing maintenance costs. The project consists of removal of existing ACP and installation of over 6700 LF of 12-inch welded steel pipe and over 3000 LF of 8-inch PVC. Work performed in downtown Newark along narrow streets and arterial roads. Work includes connections, valves, hydrants, curb and gutter repairs, sidewalk and ADA ramps. Project requires extensive traffic control measures, and outreach to residents and businesses. Caution is required in handling and proper removal and disposal ACP pipe.

Main Renewal – Central Newark Thornton Avenue Project (04/2024 - 3/2026)



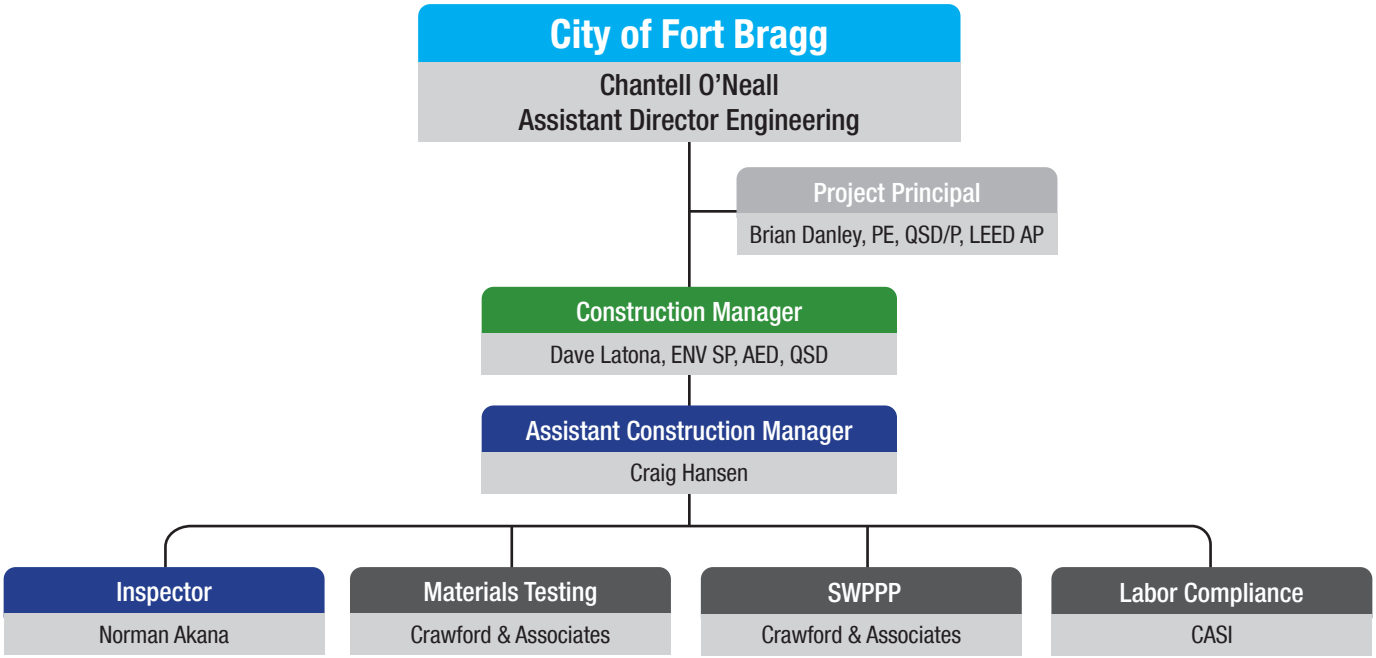
Agency: Alameda County Water District, 43885 South Grimmer Blvd, Fremont, CA 94538
Contact: Ryan Seidlitz, Project Engineer **Phone:** 510.668.4425
Email: RyanSeidlitz@acwd.com
Location: Fremont, CA **Construction Cost:** $11.8M
Services Performed: CM and Inspection
Description: Project included replacement of the existing water main on Thornton Avenue between Cedar Boulevard and Cherry Street. The project area was currently served by a 12-inch asbestos-cement pipe (ACP) and several branch connections off Thornton Avenue that are 8-inch ACP. Project included installation of approximately 980 LF of 8-inch and 880 LF of 12-inch cement lined and dielectrically coated steel pipe, 3700 LF of 12-inch Certa-lok restrained joint (RJ) PVC, and service laterals of various sizes, and associated appurtenances. The proposed pipeline installation was within the existing roadway right-of-way and crosses multiple intersections. The proposed pipeline was installed by open-cut trenching methods.

Backup Power Reliability (02/2024 - 04/2025)



Agency: Hidden Valley Lake Community Services District, 19400 Hartmann Rd, Hidden Valley Lake, CA 95467
Contact: Hannah Davidson, Project Manager **Phone:** 707.987.9201
Email: hdavidson@hvlcsd.org
Location: Hidden Valley Lake, CA **Construction Cost:** $2M
Services Performed: CM and Inspection
Description: The project consisted of demo and replacement of existing controls building, controls (MTS, ATS, Loadbank) and installation of two new generators. Also new foundations, lift station upgrade and security fencing. Project required system operations uninterrupted with a short commissioning phase and shutdown window to transfer to new controls. Required coordination with County, District and Graton Tribe. Project is funded through Hazard Mitigation Grant Program (HMGP) / FEMA.

SECTION C: KEY PERSONNEL QUALIFICATIONS



In developing our team, we considered the expertise required for constructing pressure pipelines and sensitive environmental areas. Materials testing and labor compliance monitoring will be provided by subconsultants.

Dave Latona - Construction Manager



With more than 25 years of experience in construction management on a wide variety of capital improvement projects and water resources projects, Dave provides a broad perspective on projects. Dave has developed close, personal working relationships with numerous public agencies. Recent pipeline construction clients include the Cities of Napa and Rohnert Park, the Town of Windsor and the Alameda County Water District. In his role as Construction Manager, Dave will be responsible for coordinating the Alpha CM team efforts with the City, and through them coordinating communication regarding project progress, status, and completion. This also includes maintaining a general understanding of the status of the project, including progress, budget, and any construction or schedule issues.

Craig Hansen - Assistant Construction Manager



Our assistant construction manager will be Craig Hansen. Craig brings extensive experience managing water and utility infrastructure projects throughout California. He recently supported two complex water transmission projects for Alameda County Water District (ACWD). His combination of field and construction management experience will help ensure effective coordination, documentation, and successful project delivery.

Norman Akana - Inspector



Our inspector will be Norman Akana, who brings more than 40 years of pertinent experience and managed and inspected numerous pipeline, utility, and environmentally sensitive infrastructure projects. He recently completed the City of San Rafael's San Quentin Stormwater Replacement Project, which involved many of the same challenges associated with utility construction, coordination, and environmental compliance. Mr. Akana also has extensive experience with pump station and water system improvements for agencies including the San Francisco Public Utilities Commission, Sacramento Water Department, and Byron Bethany Irrigation District. His depth of experience provides valuable insight into complex utility construction projects.

Crawford & Associates - Materials Testing and SWPPP

Crawford & Associates will provide construction materials sampling, testing, and source inspection services to ensure that materials and construction methods comply with applicable project specifications, standards, and agency requirements.

CASI - Labor Compliance Monitoring

CASI will provide as-needed labor compliance services. CASI is a recognized labor compliance monitoring expert and has provided similar services statewide for a wide variety of public agencies.

Brian Danley, PE, QSD/P, LEED AP - Project Principal



Brian brings more than 40 years of construction management and design experience on water and wastewater pipeline, pump station, and treatment plant projects. Over the last five years, he has served as senior construction manager for wastewater projects in Mill Valley, Millbrae, Ironhorse Sanitary District and Las Gallinas Sanitary District. He also very recently served as project principal for water main and sanitary sewer rehabilitation projects for Dublin San Ramon Services District and Oro Loma Sanitary District respectively.

SECTION D: REFERENCES

Please see Section B for references.

SECTION E: SCOPE OF WORK

Understanding

The City of Fort Bragg plans to begin construction of the completion of the Raw Water Line between the City's Water Treatment Plant and the Jackson Demonstration Forest. Also included are a new pump station and pressure discharge line at the Newman Reservoir. The work was originally bid and partially built in 2023 through 2025. Private property access, delays, and funding issues forced termination for convenience of the original contract. The California Department of Water Resources (DWR) has since given the City a reprieve on the grant funding and required completion date, and the City has negotiated the rights-of-entry to the portions of the work on private property.

The cost estimate for the remaining work is $4.3 million, and the 120 working day project is expected to start in July 2026.

Key Discussion Points

After reviewing the available design documents and attendance at the preproposal meeting and site walk, we believe that the following points are worth further discussion:

Accuracy of accounting of work completed: The contractor could dispute the quantity and or condition of the work completed and materials delivered.

- **Solution -** Our team will thoroughly review the Bid Cycle 1 Project Status Update and discuss and negotiate any disputes with the contractor.

Accessing existing project records: Moving forward, it will be critical that all records from the previous contract are available.

- **Solution -** All available records will be uploaded to our cloud-based document management software to establish an accurate record of both phases of the project.

Changing of design engineer: Liability issues could arise from the termination of Coleman's engineering services contract.

- **Solution -** We will resolve any issues in the field, but the engineer of record must ultimately have responsibility and liability for their work.

Accessibility of jobsites: Access to the jobsites is often through private property, dense forests, and steep slopes.

- **Solution -** Our field team will be equipped with appropriate gear and equipment to work in the rugged conditions.

Permits compliance: There are numerous governmental agencies such as the US Army Corps of Engineers, California Department of Fish and Wildlife, State Water Resources Control Board, and Mendocino County exerting jurisdiction over the work.

- **Solution -** We will study the plethora of permits and verify that conditions are prudently met.

Mitigating impacts of potential delays: The City is hopeful that all work in the Lake and Streambed Alteration Agreement area can be completed early to avert a winter shutdown and second construction season. There is no guarantee that this can happen.

- **Solution -** We will work with the contractor to expedite the work wherever and whenever possible. Monthly update schedules will be monitored to determine responsibility for delays if encountered, and mitigation measures and work-arounds that can be developed.

Scope of Services

The tasks below outline the range of services we will offer throughout the Project's construction period based on our analysis of the RFP.

Task 1: Pre-Construction Phase

1.1 Internal Pre-Construction Meeting

Purpose: An internal kick-off meeting with client staff and relevant parties (Ownership Team) to provide a forum to discuss the project prior to start of construction.

Approach: Schedule, prepare agenda, chair meeting, take meeting minutes. Discuss lines of communication, contact list, procedures, document controls/logging system, concerns and set action items for team as needed. Attention will be given to items that may impact the schedule and/or project funding.

1.1 Deliverables: Provide meeting agenda, schedules, handouts. Distribute meeting minutes with actions items.

Task 2: Construction Phase

2.1 Pre-Construction Conference

Purpose: Provide an understanding of the procedures to be used on the project and provide a forum for all essential project participants to meet prior to the start of work.

Approach: Schedule, prepare agenda, chair meeting, and record meeting minutes. The meeting will outline highlights of contract, introduce attendees, discuss lines of communication, contact lists, procedures, document controls and logging system, discuss long leads and set actions items as needed, and record all comments and questions submitted by the contractor.

Attention will be given to items that may impact the schedule, airport operations, and/or project funding.

2.1 Deliverables: Meeting agenda, schedules, handouts, and meeting minutes with action items.

2.2 Quality Assurance and Quality Control (QA/QC)

Alpha CM will assign an experienced senior level Project Manager to periodically review the status of CM staff performance related to construction progress, coordination issues, change order avoidance, and adherence to contract and documentation procedures.

2.2 Deliverables: Memos, telephone conversation records, and records of other communications.

2.3 Communication and Correspondence

Purpose: Provide effective written, electronic, and oral communication on behalf of the City to the contractor and other stakeholders in the administration of the contract.

Approach: Field Memos shall be issued by the CM to address field problems as determined by the design team, the CM and the ownership team. These shall be reviewed during each weekly construction progress meeting. Any Field Memos that have the potential to involve work outside of the existing contract will be reviewed by the City prior to issuing and will also be assigned a Potential Change Order (PCO) number for tracking and resolution purposes.

The CM will be responsible for:

- Developing and implementing any additional written or oral communication necessary to facilitate the ongoing construction and documentation of the project.
- Track and file all project documentation including all communications between the contractor and the designer, and the ownership team.
- Facilitate distribution of all project related communications to appropriate parties.

2.3 Deliverables: Memos, communication logs, and documentation records.

2.4 Progress/Coordination Meetings

Purpose: Conduct weekly or bi-weekly meetings and pre-activity meetings to discuss project progress, review contractor schedules, and address project issues.

Approach: Schedule and conduct meetings with contractor and City staff. Meetings will review and discuss current and past issues that require action. Follow up on the issues raised at these meetings to expedite resolution and closure of issues. Meetings will include review of safety concerns, project schedule, three-week look-ahead schedule, submittal log, RFI log, correspondence log, change order log, and WSWD reports.

2.4 Deliverables: Meeting agendas, meeting minutes, and updated project logs.

2.5 Document Management

Purpose: Provide and maintain the City with a secure documentation control and cloud-based communication and tracking system with multi-level access for electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

Approach: Alpha CM will use, PROCORE®, a cloud based correspondence, information, and submittal tracking system to

ensure that correspondence requiring responses, requests, and submittals are answered in a timely manner.

The contractor's submittal schedule will list all significant submittals required by the specifications and those that are critical to the project's success. The schedule will identify the expected date that the item is due. The City will review the schedule to confirm that all submittals are listed and that the planned dates allow sufficient time before the item is required on the job site.

Consultant will identify those submittals that can be reviewed at the job site and those that should be reviewed by the design engineer. The objective will be to proactively forecast potential problems and develop solutions before impacts occur in the project process.

2.5 Deliverables: Maintain orderly project files (digital and hard copies) which will be provided to the City at the end of the project. Logs of all documents in the project files.

2.6 Submittal Management and Review

Purpose: Provide an efficient means of processing shop drawing submittals between the contractor and design firm. Provide a brief, initial review of the contractor's shop drawings submittals before forwarding it to the design firm.

Approach: Establish procedures for expediting process via use of PROCORE .Using PROCORE, develop a submittal list for distribution to the contractor and design firm. Coordinate reviews, track and submit suspense submittal logs at each coordination meeting. Follow up on all submittals that are nearing the end of the review period. Question contractor regarding re-submittals of shop drawings that have been rejected or require additional information before the submittal may be approved for inclusion in the work.

2.6 Deliverables: Comments to contractor submittal schedule,submittal log, and processed submittal reviews.

2.7 Request for Information (RFI) Management

Purpose: At times, a contractor is unable to locate information that it deems critical to its construction activity. CM staff will receive, log and track RFIs submitted by the construction contractor. The efficient management of RFIs permits the timely communication between the design firm and contractor.

Approach: CM will receive, log, and review all RFIs for completeness and verify that the question is reasonable and understandable. CM will provide a short technical review of the RFI if the question is unclear or, in the opinion of the CM staff, the answer is contained in contract documents.

If the RFI question is reasonable and the answer is not contained in the contract document, we will work with City staff as necessary and the RFI will be forwarded to the designer. CM will track RFIs by creating weekly logs, using PROCORE software, to verify timely responses from the designer.

2.7 Deliverables: RFI log, RFIs responses.

2.8 Quality Assurance Inspection

Purpose: To monitor quality of all work performed by contractor, including by contractor's sub-consultants to determine if the work is proceeding in accordance with the contract documents.

Approach: Inspect work compliance with contract documents, applicable regulations, and environmental mitigation requirements. Attend all meetings. Coordinate sampling and testing of construction materials in accordance with bid documents. Record up-to-date construction changes to use in preparation of the record drawings. Report to City any violations of any applicable regulations or mitigation measures. Maintain a copy of the contract documents and construction related documents at the site. Coordinate all construction activities with the utility companies and other agencies within the project area and as required by the City. Photograph, log and pre-video prior, during and after construction.

Inspection services will include monitoring of all applicable construction disciplines including civil, structural, mechanical, plumbing, framing, electrical, and utility work as required by the project plans and specifications.

CM staff will monitor contractor compliance with the Stormwater Pollution Prevention Plan (SWPPP), environmental permit requirements, and associated erosion and sediment control measures.

CM staff will also review that constructed improvements comply with applicable accessibility requirements, including the Americans with Disabilities Act (ADA) and California accessibility standards where applicable.

Inspection staff will monitor site activities for compliance with the contract documents, plans, specifications, and required environmental compliance measures throughout construction.

2.8 Deliverables: Daily construction reports, construction logs, construction photos, non-conformance reports, and environmental report logs.

2.9 Maintain Photographic and Video Records of Construction Progress

Purpose: Provide a comprehensive visual record of project conditions before, during, and after construction to support documentation, progress monitoring, and potential dispute resolution.

Approach: Record project conditions before construction, during construction, and after completion using still photography and video. During construction, care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work.

As an additional value-added service regularly implemented by our team, we utilize time-lapse cameras on projects when appropriate. These cameras provide continuous visual documentation of construction activities over extended periods and serve as a valuable tool for confirming work performed, documenting sequencing of operations, and helping minimize disputes related to time-and-materials work or meritless claims.

Time-lapse documentation also provides the client with a complete visual archive of the project. The collected imagery can be compiled into short, high-impact summary videos, often condensing months of construction activity into less than a minute, which can be useful for board presentations, stakeholder briefings, public outreach, and project closeout documentation.

2.9 Deliverables: Periodic photographic documentation, Video documentation of construction activities, Time-lapse imagery and compiled project progress videos (when utilized).

2.10 Weekly/Monthly Construction Progress Reports

Purpose: Keep the City apprised of the project status during the prescribed construction period.

Approach: Prepare weekly/monthly reports that provide construction status to the City and other involved parties. The monthly report shall contain, at a minimum, the following:

- Potential issues, pending change orders, and executed change orders.
- A narrative description of the progress of work and major tasks completed.
- Schedule overview, with a 3 week look-ahead.
- Weekly statement of working days remaining.
- Contract change order summary.
- One set of key progress photos for the time period.
- Summary of construction progress for the prior reporting period.
- Significant project issues including recommendations on any unsolved issues.
- Photographs to show construction activities and to provide clarity for special issues.
- Other information deemed necessary for the City to have a concise understanding of the project.

2.10 Deliverables: Weekly/Monthly progress reports.

2.11 Payment Recommendations

Purpose: Verify that contractor's request for payment is reasonable for the work done monthly. Prepare progress payment recommendations on behalf of the City for work completed.

Approach: CM will organize field meeting between inspector, contractor, and City to verify quantities. CM will recommend that as a condition of approval, the contractor must be current with as-built recording and scheduling efforts. CM and contractor develop a procedure that is acceptable to the City for monthly progress payments, and the final payment. CM reviews contractor's payment request and verifies contractor pay quantities. After approval of the payment request, by CM and the contractor, CM prepares payment documentation for approval and execution by the City.

Payment reviews will also verify compliance with federal labor provisions, Davis-Bacon wage requirements, certified payroll requirements, and DBE participation reporting, when applicable.

2.11 Deliverables: Monthly constructed quantity forms, Progress payment recommendations.

2.12 Schedule Monitoring

Purpose: Review the contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. Monitor and review the contractor's schedule, after approval of baseline schedule, to ensure the project is not being delayed for reasons within the contractor's control.

Approach: Develop procedures to review contractor's schedule for logic, milestones, duration, and resource changes in contractor's monthly updates. Verify logic ties of activities, check the reasonability of task durations, review the critical path, and check for critical activities. Important scheduling elements, such as partial shutdowns, detours, material delivery, material storage, and contractor material hauling will be a part of the schedule review process. Monitor and document contractors' actual construction progress against the submitted schedule. Notify contractor of changes and

document contractor's response. Review contractor's 3-week look-ahead schedule distributed at weekly progress meeting for consistency with weekly reports. Inform City of construction schedule and updated changes. Track project's elapsed time and activities via WSWD (working statement of working days) which is distributed as part of the weekly construction meeting packet.

2.12 Deliverables: Schedule review. (WSWDs) Working Statement of Working days.

2.13 Construction Change Order (CCO) Management

Purpose: Provide the City with assurance that the contractor is not presenting unmerited requests for extra work that was included in the original contract scope. Assure the City that the associated extra work costs and time extension requests are fair and reasonable to City and contractor.

Approach: There are two separate scenarios involved with this task. First, there is extra work requested by the City or clearly indicated in the contract documents. Second, there are costs and time claimed by the contractor as alleged extra work. The steps used in assisting the City are similar in some respects and different in others. Our approach is as follows:

Request for Changes by the City:

Forward Request for Quote prepared by design engineer to contractor for pricing and time extension, if necessary. Have brief scope of the extra work and any other information the CM believes the contractor should be aware of to fairly price the work. CM prepares an independent cost estimate of the extra work. CM reviews the cost quote from the contractor for completeness.

If cost quote and CM's estimate is within 5%, accept the contractor's cost quote. If the difference is greater than 5%, negotiate with the contractor for a reasonable number. Should the CM and the contractor be unable to negotiate a reasonable price, do the work by force account.

Request for Changes by Contractor:

Review request of alleged cost increase and/or time impacts for merit. Considering the necessity of the change, check for propriety, consider other methods of accomplishing the work, method of compensation, effect on contract time, estimate of cost, the contractor's reaction to the proposed change, and the probability of final approval.

If the CM determines that a proposed change is warranted, a proposed change order file will be established. Documents prepared by the CM describing the work will be transmitted to the contractor for pricing. Concurrently, independent estimate of cost and time impact will be prepared by the City and CM. Upon receipt of the contractor's quotation, the CM will review and compare it to the independent estimate. Based on the review, the CM will either recommend approval to the City or recommend rejection. If negotiation is authorized, the CM will conduct the negotiations with the Contractor.

For work approved by the City where a unit cost is not determined prior to performing the work, the Inspector will collect time and material sheets at the end of each day and sign off on them.

All documentation regarding CCOs will be maintained by the CM, including dates of notification by contractor, interim steps, recommendation by CM and final decision.

2.13 Deliverables: PCO/CCO log, evaluations of change order impact on the construction schedule, change order cost estimates. Change order package.

2.14 Claims Review and Analysis

Purpose: Provide complete documentation, review of merit/ entitlement, a claims response strategy, and cost analysis for the City's review.

Approach: Track and manage all extra work items through the PCO and change order systems. Discuss extra work and claims during each weekly meeting. Track any disputed work items and attempt to resolve the issue.

2.14 Deliverables: Claims analysis reports and supporting documentation.

2.15 Permit Compliance/Environmental Coordination

Purpose: Verify that contractor's field staff is aware of any applicable permit conditions and that their work activities abide by the requirements of the permits granted by regulatory agencies. In the process, forge strategies in the field to meet all permit requirements while maximizing contractor progress.

Approach: Coordinate efforts with various permitting agencies. Establish and maintain positive relationships with monitors and regulators to minimize any construction delays. Review, document and enforce requirements stipulated in permit(s) issued by all regulatory agencies.

2.15 Deliverables: Daily logs prepared by CM. Correspondence to affected parties.

2.16 Safety

Purpose: Review and monitor contractor's compliance with its safety program, project safety requirements and applicable regulations.

Approach: CM staff will observe contractor work areas and attend contractor toolbox meetings on a routine basis to monitor implementation of the contractor's safety program. The Inspector will monitor and report on compliance with:

- On-site safety requirements and will report to City on any observed deviations from the plan.
- Traffic control and public safety plans for compliance with all safety laws and regulations. Review all detour, temporary access, signing, delineation and traffic control plans.

The Inspector will enforce safety requirements in and around construction zones and inform contractor of any unsafe work conditions and/or areas. (Immediate shutdown of contractor's work may be required if conditions endanger life and/ or property. Contractor shall prepare Job Hazard Analysis (JHAs) for any potentially dangerous activities in advance of being performed. Contractor shall provide attention to protection of existing utilities during construction.

2.16 Deliverables: Accident reports and summary logs.

2.17 Review and Maintain Record Drawings

Purpose: Provide the City with accurate record drawings.

Approach: Monitor contractor's required record drawings on a monthly basis. CM will perform monthly as-built progress checks to verify that field changes are accurately documented throughout construction. In addition to monitoring the contractor's drawings, CM will maintain a copy of the drawings and permits on the site with all the changes. Upon completion of construction, CM will conduct an As-Built verification and prepare and provide a copy of the As-Built drawings to the City. The As-Built will be typed and not handwritten. The As-Built will be PDF and provided to the City with the final documents prior to final payment. CM will also include items that are not normally shown on the contractor's set of record drawings. This information is not necessarily construction related but is project related and may be important for future maintenance and/or construction projects.

2.17 Deliverables: One PDF set of marked-up (typed) contract drawings, Record drawing files.

2.18 Materials Testing and Inspections

Purpose: Verify that installed materials, site conditions, and construction activities comply with project plans, specifications, and applicable regulatory requirements.

Approach: Provide and coordinate material testing and inspection services as required.

2.18 Deliverables: Special inspection daily reports, testing reports.

2.19 Labor Compliance

Purpose: Verify that contractor and subcontractors are complying with prevailing wage laws.

Approach: Review certified payrolls. Conduct employee interviews. Prepare monthly audit report.

2.19 Deliverables: Employee interviews, payroll reviews and monthly audit report.

2.20 Surveying (As-needed provided by City)

Purpose: Spot checking of the lines and grades.

Approach: Coordinate as-needed surveying services.

2.20 Deliverables: Document surveying notes and reports.

2.21 Stormwater Compliance Inspections

Purpose: For projects that require a Stormwater Pollution Protection Plan (SWPPP), a qualified SWPPP practitioner (QSP) is required to oversee implementation during the construction period.

Approach: Provide a QSP for implementing the SWPPP including inspection and rain event reports, preconstruction training, and monitoring and providing timely data input to the SMARTS system, stormwater sampling and analysis, and providing input to the QSD if any changes to the SWPPP are needed to reflect current conditions.

2.21 Deliverables: Weekly inspection reports, qualifying rain event reports, pre-construction training, updating and monitoring SMARTS, rain event observation, sampling and analysis.

2.22 Biological and Archaeological Monitoring (provided by City)

Purpose: The Mitigation Monitoring and Reporting Program (MMRP) requires the project to monitor for various biological and archaeological resources during ground disturbing construction activities. The MMRP indicates that roosting bats, nesting birds, and amphibians may be encountered. Native American artifacts and human remains may be encountered on-site.

Approach: Coordinate the services of biologists, archaeologists and Native American monitors.

2.22 Deliverables: Coordination with appropriate agencies and/or most likely descendant. File reports.

Task 3: Post Construction Services

3.1 Final Inspection and Punch List

Purpose: Identify elements of construction requiring correction prior to final acceptance by the City.

Approach: Following substantial completion, perform project inspection walk through with City and contractor (and other agencies as required) of completed construction. Develop a list of contract work requiring correction or rework. Deliver punch list to the City and contractor within three working days of inspection. Final punch list will include pending correction items, perform subsequent inspections to confirm that incomplete work has been completed satisfactorily and inform the City when work is complete for one final inspection.

3.1 Deliverables: Final punch list.

3.2 Closeout Documents by Contractor

Purpose: Obtain lien waivers, bonds, warranties, and other documents required by the Contract Documents from the contractor.

Approach: Coordinate with the contractor to compile and submit required closeout documentation in a timely manner. The CM team will track outstanding items, review submitted documents for completeness, and work with the contractor and design team to resolve any deficiencies.

3.2 Deliverables: Closeout document checklist, Final closeout package support and documentation tracking.

3.3 Project Record Drawings

Purpose: Provide the City with accurate As-Built documentation reflecting the final constructed conditions of the project.

Approach: At project completion, finalize the record drawing set maintained by the CM team and coordinate with the design engineer to prepare and complete the final As-Built drawings for the project record.

3.3 Deliverables: One digital PDF set of marked-up contract drawings maintained by the CM team, Contractor's marked-up record drawing set, Coordination support for preparation of final As-Built drawings by the design engineer and file final set.

3.4 Final Payment

Purpose: Provide the City with the final contract cost and final balance due to the contractor.

Approach: Following completion of the contract work, determine the final quantities and cost of contract work, and the final costs of all approved change order work.

3.4 Deliverables: Final payment estimate.

3.5 Final Project Report

Purpose: Provide the City with a written history of the project.

Approach: CM will review project documents and prepare a written report for the City, including names of project participants, contract amounts, RFI summary, lessons learned, final contract amount, chronological construction history, change order history, outstanding claims, contractor performance summary, and subconsultant final reports as applicable.

3.5 Deliverables: Final project report.

3.6 Contract Close-out

Purpose: Provide the City with all documentation necessary to close out the contract.

Approach: Review contract documents and public bidding law protocols for closing out projects. Prepare all legal documents for execution and, if needed, assist City in resolving contractor claims. Turn all construction documents over to the City, including hard copies, electronic files, and applicable operation and maintenance manuals. CM will also assist the City with preparation and processing of Notice of Completion forms and other required final close-out documentation.

3.6 Deliverables: Checklist of contract close-out items and transfer of final project records.

SECTION F: BUDGET AND SCHEDULE OF CHARGES

Alpha CM - Cost Proposal

Alpha CM

June 11th, 2026

City of Fort Bragg

Professional Construction Management Services for the Raw Water Line Replacement Project

Cost Proposal

Task & Staffing	Billing Rate	Total Hours	Total Price
Task 1: Preconstruction Phase			
Task 1.1: Internal Pre-Construction Meeting			
Project Principal	$ 228	1	$ 228
Construction Manager	$ 210	2	$ 420
Assistant CM	$ 185	4	$ 740
Inspector	$ 204	1	$ 204
	Subtotal	**8**	**$ 1,592**
Task 2: Construction Phase			
Task 2.1: Pre-Construction Conference			
Project Principal	$ 228	1	$ 228
Construction Manager	$ 210	2	$ 420
Assistant CM	$ 185	4	$ 740
Inspector	$ 204	1	$ 204
Task 2.2: QA/QC			
Project Principal	$ 228	12	$ 2,736
Task 2.3: Communication and Correspondence			
Construction Manager	$ 210	24	$ 5,040
Assistant CM	$ 185	80	$ 14,800
Task 2.4: Progress/Coordination Meetings			
Construction Manager	$ 210	24	$ 5,040
Assistant CM	$ 185	48	$ 8,880
Task 2.5: Document Management			
Construction Manager	$ 210	16	$ 3,360
Assistant CM	$ 185	44	$ 8,140
Task 2.6: Submittal Management and Review			
Construction Manager	$ 210	12	$ 2,520
Assistant CM	$ 185	12	$ 2,220
Task 2.7: Request for Information (RFI) Management			
Construction Manager	$ 210	6	$ 1,260
Assistant CM	$ 185	12	$ 2,220
Task 2.8: Quality Assurance Inspection			
Inspector	$ 204	925	$ 188,700
Task 2.9: Maintain Photographic and Video Records of Construction Progress			
Inspector	$ 204	6	$ 1,224
Task 2.10: Weekly and Monthly Construction Progress Reports			
Construction Manager	$ 210	24	$ 5,040
Assistant CM	$ 185	48	$ 8,880
Task 2.11: Payment Recommendations			
Construction Manager	$ 210	6	$ 1,260
Assistant CM	$ 185	6	$ 1,110
Task 2.12: Schedule Monitoring			
Construction Manager	$ 210	40	$ 8,400
Assistant CM	$ 185	20	$ 3,700
Task 2.13: Construction Change Order (CCO) Management			
Construction Manager	$ 210	4	$ 840
Assistant CM	$ 185	8	$ 1,480
Task 2.14: Claims Review and Analysis			
Project Principal	$ 228	1	$ 228
Construction Manager	$ 210	2	$ 420
Assistant CM	$ 185	2	$ 370
Task 2.15: Permit Compliance/Environmental Coordination			
Construction Manager	$ 210	2	$ 420
Assistant CM	$ 185	6	$ 1,110
Inspector	$ 204	12	$ 2,448

	Task 2.16: Safety			
	Construction Manager	$ 210	1	$ 210
	Assistant CM	$ 185	2	$ 370
	Inspector	$ 204	6	$ 1,224
	Task 2.17: Review and Maintain Record Drawings			
	Construction Manager	$ 210	1	$ 210
	Assistant CM	$ 185	2	$ 370
	Inspector	$ 204	6	$ 1,224
	Task 2.18: Materials Testing and Special Inspections			
	Sub Allowance (Crawford & Assoc.) w/markup			$ 57,970
	Task 2.19: Labor Compliance			
	Sub Allowance (CASI) w/markup			$ 22,207
	Task 2.20: Surveying (performed by City)			
	Construction Manager	$ 210	1	$ 210
	Assistant CM	$ 185	1	$ 185
	Inspector	$ 204	2	$ 408
	Task 2.21: Stormwater Compliance Inspections			
	Sub Allowance (Crawford & Assoc.) w/markup			$ 31,614
	Task 2.22: Biological and Archaeological Monitoring (performed by City)			
	Construction Manager	$ 210	1	$ 210
	Assistant CM	$ 185	1	$ 185
	Inspector	$ 204	2	$ 408
		Subtotal	**1436**	**$ 400,443**
	Task 3: Post Construction Services			
	Task 3.1: Final Inspection and Punch List			
	Construction Manager	$ 210	8	$ 1,680
	Assistant CM	$ 185	8	$ 1,480
	Inspector	$ 204	8	$ 1,632
	Task 3.2: Closeout Documents by Contractor			
	Construction Manager	$ 210	1	$ 210
	Assistant CM	$ 185	2	$ 370
	Task 3.3: Project Record Drawings			
	Construction Manager	$ 210	1	$ 210
	Assistant CM	$ 185	3	$ 555
	Inspector	$ 204	4	$ 816
	Task 3.4: Final Payment			
	Construction Manager	$ 210	1	$ 210
	Assistant CM	$ 185	2	$ 370
	Task 3.5: Final Project Report			
	Project Principal	$ 228	1	$ 228
	Construction Manager	$ 210	2	$ 420
	Assistant CM	$ 185	4	$ 740
	Task 3.6: Contract Close-out			
	Project Principal	$ 228	1	$ 228
	Construction Manager	$ 210	4	$ 840
	Assistant CM	$ 185	12	$ 2,220
		Subtotal	**62**	**$ 12,209**
	Other Direct Costs (ODCs)	**Billing Rate**	**Total Hours**	**Total Price**
	Vehicle			
	Inspector	$ 10.72	973	$ 10,431
	Cell/Data/Computer			
	Construction Manager	$ 0.90	185	$ 167
	Assistant CM	$ 0.90	331	$ 298
	Inspector	$ 0.90	973	$ 876
	Subsistance			
	Inspector	$ 9.75	973	$ 9,487
		Subtotal		**$ 21,257**
			Task & Staffing Total	$ 414,244
			Other Direct Costs (ODCs) Total	$ 21,257
			Grand Total	**$ 435,501**

Assumptions

1. Project duration 120 working days. Estimated start in July 2026 and completion by Dec 31, 2026.
2. Work conducted standard work hours M-F standard working hours. No overtime, weekends or holiday or part-time field inspection hours calculated into level of effort unless noted otherwise.
3. The level of effort provided is an estimate only.
4. Each individual cost item is a guide only; total CM cost shall take precedent.
5. Level of Effort based on RFP documentation provided by the City of Fort Bragg
6. Alpha CM reserves the right to shift budget allocations between tasks and staff as necessary to support project delivery
7. Cost proposal is based on a time-and-materials basis with a total "not-to-exceed" amount.
8. Proposal is valid for a minimum period of 90 calendar days subsequent to the proposal due date.

Hours & Cost Breakdown	Total Hours	Total Price
Project Principal	17	$ 3,876
Contruction Manager	185	$ 38,850
Assitant CM	331	$ 61,235
Inspector	973	$ 198,492
Sub Allowance (Crawford & Assoc.) w/markup (Materials Testing and Special Insp)	See attached Quote	$ 57,970
Sub Allowance (Crawford & Assoc.) w/markup (Stormwater Compliance Insp)	See attached Quote	$ 31,614
Sub Allowance (CASI) w/markup (Labor Compliance)	See attached Quote	$ 22,207

Crawford & Associates - Cost Proposal

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

June 10, 2026
Crawford File No. 26-2041.P

Construction Materials Testing and Inspection Services

Fort Bragg Raw Water Line Replacement
Fort Bragg,CA

Crawford and Associates, Inc (Crawford) Crawford is pleased to submit this proposal to provide construction materials testing and inspection services for the City of Fort Bragg Raw Water Line Replacement Improvements Project.

SCOPE OF SERVICES

Crawford will perform the following services:

- **Project Management:** Crawford & Associates will provide Schedule coordination of an engineering tech and management of the field activities. Engineering review of daily field reports and testing results will be done prior to submission to the client.
- **Earthwork Observation and Testing:** Crawford will provide an engineering technician on a period bases to observe earthwork construction and perform materials sampling and testing, including density testing to evaluate conformance with the project plans, specifications, and recommendations of the geotechnical report. These services will be performed during site grading, preparation of structure foundation subgrade, and utility trench/excavation backfill. The estimate is for twice a week and figuring all day with travel, site time and reporting. Crawford assumes that the onsite work will be prevailing wage.
- **SWPPP Stormwaer Weekly Inspections:** Crawford will send a qualified person to the site to conduct SWPPP inspections. At a minimum once a week and submit the inspection reports. A notice of termination (NOT) will be submitted upon completion of construction activities and restoration of the disturbed areas. Crawford will conduct these services from the approved SWPPP submitted by others.

DELIVERABLES

- Daily Field Reports reviewed by a Crawford project manager.
- Weekly and Storm Event Inspection reports
- Final Summary Letter if required.
- Notice of termination of SWPPP

Crawford will provide all necessary personnel, subconsultants, equipment, and time to complete the project as requested by the Client.

FEES

Based on our construction experience and the project size, visits for testing and observation will likely vary between half-day to a full-day. The costs are based on our experience with similar projects. Actual costs will depend on the actual construction schedule, process, and number of tests required. Based on our experience, our fee could be as much as 35% lower or higher than

Corporate Office:
4701 Freeport Boulevard
Sacramento, CA 95822

Main:
(916) 455-4225

www.crawford-inc.com

our estimate due to contractor's actual scheduling, size of grading crews, construction delays, expanded scope and other items not known at this time.

We will only invoice you for the time required to complete the project. We will notify you in a timely manner if we expect to exceed the estimated fee due to contractor's schedule or required retesting. All laboratory testing will be per Caltrans procedures.

Over-time rates (rate x 1.5) may apply for site visits requested before 7:00 a.m. or after 4:00 p.m.; site visits requested with less than 24-hours notice; and same-day schedule changes. Site visits on Sundays or holidays will be billed at the straight-time hourly rate times two.

Crawford will perform the construction observation and materials testing services for the in accordance with the attached rate schedule.

A general fee break down for compaction testing per site visit is between $1,500 and $800 depending on departure from office location and availability of personel. SWPPP inspections are expected to be about $900 per site visit with reporting. I went with the highest cost on the Fee break down mostly for project budget purposes.

Thank you for asking for Crawford to be on your team. Please sign the attached agreement to initiate our services and we'll return an executed version for your records.

Sincerely,

Crawford & Associates, Inc.,

Gary Manhart, PG, CEG
Senior Project Manager

Shawn Leyva, PE, MS
Principal

Attachments:

- Fee Estimate and Crawford's 2026 Standard Rate Sheet
- Crawford's Standard Short for Agreement

Project Name: **Fort Bragg Raw Water Line Replacement**
County/City: **Fort Bragg**
Services: Construction Management and Engineering Testing Services

Crawford No. **26-2056.P**
Date: **6/9/2026**

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

Crawford & Associates, Inc. Tasks and Descriptions		Principal *	Senior Project Manager I *	Project Coordinator	Administrative Assistant	Construction Services Supervisor	Technician	Soils/Asphalt Technician ** Group 3	HOURS PER TASK	LABOR COST PER TASK	OTHER DIRECT COSTS	LABORATORY TESTING	TOTAL COST PER TASK
	Crawford Staff	TBD	TBD	TBD	TBD	TBD	TBD	TBD					
	Hourly Rate	$ 320.00	$ 255.00	$ 135.00	$ 120.00	$ 175.00	$ 120.00	$ 150.00					
TASK NO. 1	**Project Management / Coordination / Site Review**												
	Project Management and coordination	1.00		20.00	5.00				26.00	$ 3,620.00	$ -	$ -	$ 3,620.00
	Scheduling		8.00			15.00			23.00	$ 4,665.00			$ 4,665.00
	Task 1 - Hours	1.00	8.00	20.00	5.00	15.00	0.00	0.00	49.00	**$ 8,285.00**	$ -	$ -	$ 8,285.00
TASK NO. 2	**Earthwork**												
	Laboratory Proctors		2.00						2.00	$ 510.00	$ 9,480.00	$ -	$ 9,990.00
	Compaction Testing		15.00				180.00	60.00	255.00	$ 34,425.00			$ 34,425.00
	Task 1 - Hours	0.00	17.00	0.00	0.00	0.00	180.00	60.00	257.00	**$ 34,935.00**	$ 9,480.00	$ -	$ 44,415.00
TASK NO. 3	**SWPPP Inspections**												
	Weekly Inspections		8.00				53.00	105.00	166.00	$ 24,150.00	$ 1,680.00	$ -	$ 25,830.00
	Notice of Termination		2.00					16.00	18.00	$ 2,910.00			$ 2,910.00
	Task 1 - Hours	0.00	10.00	0.00	0.00	0.00	53.00	121.00	184.00	**$ 27,060.00**	$ 1,680.00	$ -	$ 28,740.00
	Subtotal- Hours/Tasks	**1.00**	**35.00**	**20.00**	**5.00**	**15.00**	**233.00**	**181.00**	**490.00**				

Annual Rate Increase: **5%**
DIR Determination: **NC-63-3-9-2025-1**
Overtime and Graveyard Charges May Apply
(*) Indicates Key Staff
(**) Indicates Prevailing Wage Classifications

TOTAL LABOR COST:	$ 70,280.00
OTHER DIRECT COSTS:	$ 11,160.00
LABORATORY TESTING:	$ -
TOTAL ESTIMATED FEE:	**$ 81,440.00**

Crawford & Associates - Other Direct Costs **6/9/2026**

Task 1 Project Management / Coordination / Site Review

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage Costs		Mile	$ 0.75	1	$ -
Vehicle Charge		Day	$ 25.00	1	$ -
Per Diem (Lodging & Meals)		Day	$ 350.00	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -

$ -

Task 2 Earthwork

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage Costs	280	Mile	$ 0.75	30	$ 6,300.00
Vehicle Charge	1	Day	$ 25.00	30	$ 750.00
Per Diem (Lodging & Meals)		Day	$ 350.00	1	$ -
Nuclear Density Guage	1	Day	$ 30.00	30	$ 900.00
4" Proctor (D1557/D698)	2	Each	$ 490.00	1	$ 980.00
6" Proctor (D1557/D698)	1	Each	$ 550.00	1	$ 550.00
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -

$ 9,480.00

Task 3 SWPPP Inspections

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULT	TOTAL
Mileage Costs	116	Mile	$ 0.75	15	$ 1,305.00
Vehicle Charge	1	Day	$ 25.00	15	$ 375.00
Per Diem (Lodging & Meals)		Day	$ 350.00	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -
		0	$ -	1	$ -

$ 1,680.00

$ -

TOTAL OTHER DIRECT COSTS	$ 11,160.00

CASI - Cost Proposal

Contract Administrative Services, Inc (CASI)
10969 Trade Center Drive, Suite 108, Rancho Cordova, CA 95670
conadservices.com
(707) 761-2003

(City of Fort Bragg)

Raw Water Line Replacement Project

Project Duration: 120 working days
Est. Duration of Labor Compliance Services: 7 months
 # Subcontractors (Estimate): TBD
Construction Cost: $4.3M

CASI Billable Hourly Rate:

Labor Compliance Mgr.	$187
Labor Compliance Spc.	$149
Labor Compliance Asst.	$110

PRE-CONSTRUCTION

Pre-Con Preparation and Meeting:	HOURS	HOURLY RATE	SUBTOTAL
	0	$187	$0
	0	$149	$0
		Total Pre-Construction Cost Estimate =	$0

CONSTRUCTION

LABOR COMPLIANCE TASK		HOURS PER MONTH	TOTAL HOURS ON PROJECT	HOURLY RATE	SUBTOTAL	(x 3 MOS.) TOTAL
1. CERTIFIED PAYROLL REVIEW						
Manager		2	14	$187	$374	$2,618
Specialist		2	14	$149	$298	$2,086
Assistant		4	28	$110	$440	$3,080
2. CROSS-REF. CPR HRS. & INSPECTOR LOGS						
Manager		0	0	$187	$0	$0
Specialist		0	0	$149	$0	$0
Assistant		4	28	$110	$440	$3,080
3. CORRESPONDENCE						
Manager		2	14	$187	$374	$2,618
Specialist		2	14	$149	$298	$2,086
Assistant		2	14	$110	$220	$1,540
4. DOCUMENT CONTROL / CM SOFTWARE						
Manager		0	0	$187	$0	$0
Specialist		0	0	$149	$0	$0
Assistant		4	28	$110	$440	$3,080
5. ONSITE EEO INTERVIEWS						
Manager		0	0	$187	$0	$0
Specialist		0	0	$149	$0	$0
Assistant		0	0	$110	$0	$0
Hours on Project (Monthly vs. Total)	*Manager*	4	28			
	Specialist	4	28			
	Assistant	14	98			
				TOTAL PROJECT COST ESTIMATE (LABOR COMPLIANCE*) =		$20,188

TOTAL PROJECT COST ESTIMATE = $20,188

SECTION H: INSURANCE

After receiving the contract Alpha CM shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 13 of Exhibit “A”.

SECTION I: CONSULTANT AGREEMENT

We take no exceptions to the City's Standard Agreement.

RESUMES



Alpha CM

Dave Latona ENV SP, AED, QSD

Construction Manager

Dave has over 25 years of experience in providing project and program management on water resources and capital improvement projects throughout Northern California. Dave has developed close, personal working relationships with many public agencies and has provided leadership to over $500 million in water projects. Dave has managed underground utilities, environmental remediation, stream restoration, flood control, and historical structural stabilization, bridges, roads, air traffic, and treatment facility projects.

Years of Experience

- 25

Education

- Undergraduate Studies, Civil Engineering
- Undergraduate Studies, Geomorphic & Ecological Fundamentals

Certifications

- California Stormwater Quality Association (CASQA)
- Qualified SWPPP Developer (QSD)
- Certified Professional in Erosion and Sediment Control (CPESC)
- American Ecological Engineering Society (AEES)- Ecological designer (AED)
- Institute for Sustainable Infrastructure (ENV SP)

Professional Affiliations

- American Water Works Association (AWWA)
- American Public Works Association (APWA)
- American Membrane Technology Association (AMTA)
- Bay Area Water Works Association (BAWWA)
- Society of Ecological Restoration, International (SER)
- Institute for Infrastructure (ISI)

RELEVANT EXPERIENCE

- **Delta Diablo, Manhole, Gravity Interceptor Lining and Easement Road Improvements**: $3M. Project Manager. The project consisted of repairing and rehabilitating critical sewer system manholes and gravity sewer mains. This included rehabilitating 30 manholes by way of new structural concrete polymer and composite liners, full sewer manhole replacements with Polymer Concrete manholes and Structural Concrete mortar Spray/Grout and epoxy lining with composite frames and covers. Also consisted of removing and replacing 30-inch VCP and RCP; CIPP line over 1000 LF of 30-inch sewer line in UPRR rail right of way and 20-inch sewer line along Caltrans right of way; open cut trenching, wastewater bypassing, and AC paving. In addition to working within UPRR and Caltrans right of way, much of the work was within sensitive wetland areas and tidal influenced areas requiring detailed preplanning and coordination to meet project sensitive milestones. Project required coordination with CDF&W, RWQCB, Delta Conservancy, UPRR, and City of Pittsburg.
- **City of Napa, Emergency 36" Transmission Main Replacement Project**: $15.7M. Project Manager. Project consists removal of ~7500LF of 36-inch Asbestos Cement Transmission Main and replacement with new 36" welded steel main. Also, installation of ~3000LF of new 12" C900 trunk. Work conducted along arterial roads, fire station, schools, businesses and residential. Additional project elements included, connections, valves, hydrants, curbs and gutter repairs, road repairs, grind and overlay, striping. Required working along easements and Caltrans right of way. Project also consisted of creek crossing.
- **Town of Windsor, Airport-Larkfield-Wikiup Sanitation Zone/Windsor Water District Sewer Interconnect Project**: $1.8M. Construction Manager. The project consisted of 3062 LF of 18-inch PVC force main with ductile iron fittings. The alignment was in streets and adjacent unimproved areas. The upper connection was at the Sonoma Water facilities on Freedom Way across from the Santa Rosa Junior College Public Safety Training Center and terminates at an existing blind flange on Shiloh Road. Project elements included restoration, sanitary sewer force main installation, including trenching, backfill and asphalt pavement, curb and gutter replacement, coordination with existing underground utilities, and associated work within the project site, and other ancillary work necessary to complete the work.
- **Alameda County Water District, Lindsay Tract and Birch Street Main Renewal Project**: $6.5M. Project Manager. The project consists of removal of existing ACP and installation of over 6700LF of 12" welded steel pipe and over 3000LF of 8" PVC. Work performed in downtown Newark along narrow streets and arterial roads. Work consists also of connections, valves, hydrants, curb and gutter repairs, sidewalk and ADA ramps. Project requires extensive traffic control measures, outreach to residents and businesses. Caution was required in handling and proper removal and disposal ACP pipe.
- **Alameda County Water District, The Main Renewal - Central Newark Thornton Avenue Project**: $11.8M. Project Manager. Included replacement of the existing water main on Thornton Avenue between Cedar Boulevard and Cherry Street. The Project area was served by a 12-inch asbestos-cement pipe (ACP) and several branch connections off Thornton Avenue are

(Dave Latona, cont'd)

8-inch ACP. Project included installation of approximately 980 linear feet of 8-inch and 880 linear feet of 12-inch cement lined and dielectrically coated steel pipe, 3700 linear feet of 12-inch Certa-lok restrained joint (RJ) PVC, and service laterals of various sizes, and associated appurtenances. The proposed pipeline was installed within the existing roadway right-of-way and crossed multiple intersections. Pipeline was installed by open-cut trenching methods.

- **City of Napa, Browns Valley Rd. Water Main Install Project**: $2.9M. Construction Manager. Project involved providing construction management for the installation of 5,200LF of 12" (PVCO) C909 PC 305 water mainline, sixteen interties, incidental disposal of AC pipe, new fire hydrants, disinfection, ~25,000 SF of AC paving, new valving, service reconnections, tie ins, trench paving, and striping, in addition to the technical aspects performed outreach to business and residents.
- **City of Orinda, San Pablo Box Culvert Repair Project**: $1.9M. Construction Manager. Project consisted of rehabilitating approximately 1500 LF of twin rectangular box culverts that carry San Pablo Creek beneath business parking lots and open areas on the northeast side of Camino Pablo. The concrete inverts of the culverts were in varying states of deterioration from minor surface defects to corrosion and failure of reinforcing steel and structural concrete. The existing inverts were cleaned and abraded and new structural concrete and reinforcing steel were placed to restore to original condition. A sealer requiring approval of California Department of Fish & Wildlife was placed on the finished concrete. Steel struts were added to an open channel section of the creek to shore up tilting sidewalls.
- **City of Rohnert Park Public Works, A & B Sections Neighborhood Utility Improvement Project**: $6.5M. Construction Manager. The City's A&B Sections Neighborhood Utility Improvement Project consisted of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps in the "A" & "B" neighborhood section of the City. The sewer work included the repair of sewer main pipes and lower sewer service lateral repairs via Cured In Place Pipe (CIPP) technique as well as open trench technique. The water work included replacement of a portion of water main via open trench and included new water services, water valves and fire hydrants.
- **Alameda County Water District, Dam No. 1 Rubber Dam Modifications, Shinn Outfall/Inlet Construction, Fish Screens and Control Building Modifications**: $40M. Project Manager. Project consisted of the removal, storage, modification, and reinstallation of the ~80,000lbs, ~380LF dam's bladder, placement of new bladder dam rubber underlayment/ abrasion sheeting, repairs, modifications, and expansion to the dam's foundation including underdrains, new 625LF fishway structure, auxiliary piping, and utility relocation. Shinn Pond fish screens consisted of construction of a new outlet/inlet structure with a new two-story metering vault and six fish screens, this included new 60-, 48-, 36- and 24-inch epoxy coated steel conveyance piping, demo of undersized outlet/inlet structures and new instrumentation and controls. Rubber Dam 1 control building modifications consisted of complete removal and upgrade replacement of fill and drain piping, and all new controls and electrification, and new pressure relief structure. The multi-discipline project consisted of geotechnical, vertical construction, deep foundation, hydrology, geomorphology, ecology in addition to mechanics, electrical and communications system (SCADA) knowledge. The project was on a stringent timeline requiring coordination with multi-agencies such as DSOD, Army Corps, ACFCD, CCFW, Coastal Conservancy, NOAA fisheries, UPRR and BART, in addition to upstream stakeholders such as the SFPUC. Dave's experience and past working relationships served to support the client in the successful completion.
- **Valley Water, Rancho San Antonio**: $19.5M. Construction Manager. As project manager for the San Antonio Creek Restoration and Goldfish Pond projects, Dave reduced the original two-year schedule for each project to just a little over one year – even with the biological restraints. Dave suggested that the planting and restoration process occur simultaneously for the San Antonio Creek Restoration project, contributing to a significant reduction in the schedule. Work on the Goldfish Pond consisted of increasing the habitat for the red-legged frog. When construction required the use of clays, David suggested additional investigation to locate clays on-site. Avoiding the use of off-site materials saved significant time and money. Eagle nesting at San Antonio Creek required investigation and adjustments to the construction schedule to ensure that the project wasn't delayed by returning eagles.
- **Alcatraz Island Penitentiary/National Park Service/Golden Gate National Recreation Area, Cell House A Seismic Stabilization and Rehabilitation and Repairs**: $13.6M. Project Manager. The rehabilitation project included structural and seismic stabilization repairs of the Historic Cell house A and dock repairs. The project also included stringent monitoring protocols of bird roosting zones, native fauna. Assisted in the constructability review phase capturing critical constraints due to permitting stance requiring early amendments. This in turn minimized project cost and impacts prior to bid. During construction, Dave performed assurance oversight as the project manager to maintain contract/ regulatory compliance. He also held cost and schedule ensuring public access within the work area during normal park hours.



Alpha CM

Craig Hansen

Assistant Construction Manager

Years of Experience

- 12

Education

- AWPA Construction Inspection
- Professional Affiliations
- Construction Management Association (CMAA)
- American Membrane Technology Association (AMTA)

Craig Hansen has more than 12 years of experience working on public works and infrastructure projects, Craig has hands-on experience with wet utilities. He is knowledgeable in various sewer rehabilitation methods such as trenchless methods, CIPP, pipe bursting, as well as open-cut method. Craig is a self-motivated, detail-oriented individual that works well with others as well as independently. He has used his interpersonal skills to motivate others to work together to accomplish time-sensitive projects. He can provide dynamic solutions to problems in a timely manner. When issues arise, Craig addresses them immediately to mitigate further complications.

RELEVANT EXPERIENCE

- **City of Oroville, Montgomery Roundabout Improvement Project**: $544K. Construction Manager/Inspector. This highly anticipated community project involves construction of the City's new roundabout at its primary arterial roadway, Montgomery Street. The work includes demolition and removal of the existing roadway, curb and gutter, roadway grading, installation of new lighting and signalization, and an HMA mill-and-fill overlay with new striping. The project also requires complex phased traffic control to maintain access and minimize disruption. In addition, the project demands proactive public outreach and ongoing community engagement throughout construction.
- **City of Napa, Redwood Road Water Main**: $1M. Inspector. This ongoing project involves providing construction management for the installation of approximately 550 feet of 12-inch fused C-900 PVC DR 14 water main on Laurel Street from Riordan Lane to Griggs Lane; the installation of approximately 300 feet of fused 8-inch C-900 DR 14 water main to replace an existing 4-inch cast iron water main with the reconnection of 5 services; and the installation of a 36-inch bypass valve assembly on the existing 36-inch asbestos cement transmission main and the installation of 200 feet of 36-inch AWWA C200 steel cement lined and coated (CMLC) transmission main.
- **Alameda County Water District, The Main Renewal - Central Newark Thornton Avenue Project**: $11.8M. Assistant Construction Manager. Included replacement of the existing water main on Thornton Avenue between Cedar Boulevard and Cherry Street. The Project area was served by a 12-inch asbestos-cement pipe (ACP) and several branch connections off Thornton Avenue are 8-inch ACP. Project included installation of approximately 980 linear feet of 8-inch and 880 linear feet of 12-inch cement lined and dielectrically coated steel pipe, 3700 linear feet of 12-inch Certa-lok restrained joint (RJ) PVC, and service laterals of various sizes, and associated appurtenances. The proposed pipeline was installed within the existing roadway right-of-way and crossed multiple intersections. Pipeline was installed by open-cut trenching methods.
- **Alameda County Water District, Lindsay Tract and Birch Street Main Renewal Project**: $6.5M. Assistant Construction Manager. The project consists of removal of existing ACP and installation of over 6700LF of 12" welded steel pipe and over 3000LF of 8" PVC. Work performed in downtown Newark along narrow streets and arterial roads. Work consists also of connections, valves, hydrants, curb and gutter repairs, sidewalk and ADA ramps. Project requires extensive traffic control measures, outreach to residents and businesses. Caution was required in handling and proper removal and disposal ACP pipe.
- **Napa Redevelopment Partners, LLC c/o Catellus Development Corporation, Napa Pipe Development Project**: $100M. Inspector. Project consisted of the redevelopment of the Napa Pipe yard into new housing (residential and commercial) development. Work included widening and reconstruction of Highway 221 at Kaiser Road, including construction and reconstruction of signalized intersections. The project included the deconstruction/ demo of three bridges over sensitive Napa River waterway and the construction of two new bridges over the Napa River and new road alignment and road widening. Also included are construction of two new roundabouts, mass grading, land development, new utilities, and tie-ins (gas, potable, sewer, recycle lines, communications, electrical). Piping included placement of 10,000 LF of 8-24 inch domestic water lines in addition to the placement of HDPE, CMP, Epoxy coated steel pipe in four miles of new streets. The project included coordination with multiple agencies due to their jurisdiction such as City of Napa, Caltrans, UPRR, Napa Sanitation District, CDF&W, Army Corp. of Engineers, RQWCB, and California Coastal Conservancy.
- **City of San Leandro, Climatec Energy Efficiency and Resiliency Project**: $8M. Inspector. The project consists of plant energy efficient upgrades in conformance with the plants long-term program. This includes a new 500kW/1.1MWh battery system for plant peak demand shaving, energy arbitrage and serve as the primary backup power (up to the BESS rated capacity) during public safety power shutoff (PSPS) and other power grid interruptions; new High Strength Waste (HSW) Receiving

(Craig Hansen, cont'd)

Facility for food processing waste reception; new Biogas system to produce RNG (Renewable Natural Gas); new Digester Mixer Replacement with high efficiency propeller Mixers; blower replacement to a new high efficiency turbo blower; and new shelter structure with pad. Replace existing 5 HP Heat Loop pumps with new high efficiency pumps. Project requires coordination with PG&E, Bay Area Air Quality Management District, plant operations management, and San Leandro.

- **City of Rohnert Park Public Works, A & B Sections Neighborhood Utility Improvement Project**: $6M. Inspector. The City's A&B Sections Neighborhood Utility Improvement Project consisted of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps in the "A" & "B" neighborhood section of the City. The sewer work included the repair of sewer main pipes and lower sewer service lateral repairs via Cured In Place Pipe (CIPP) technique as well as open trench technique. The water work included replacement of a portion of water main via open trench and included new water services, water valves and fire hydrants.
- **Delta Diablo, Manhole, Gravity, Interceptor, and Easement Road Improvements**: $3M. Inspector. The project consisted of repairing and rehabilitating critical sewer system manholes and gravity sewer mains. This included rehabilitating 30 manholes by way of new structural concrete polymer and composite liners, full sewer manhole replacements with Polymer Concrete manholes and Structural Concrete mortar Spray/Grout and epoxy lining with composite frames and covers. Also consisted of removing and replacing 30-inch VCP and RCP; CIPP line over 1000 LF of 30-inch sewer line in UPRR rail right of way and 20-inch sewer line along Caltrans right of way; open cut trenching, wastewater bypassing, and AC paving. In addition to working within UPRR and Caltrans right of way, much of the work was within sensitive wetland areas and tidal influenced areas requiring detailed preplanning and coordination to meet project sensitive milestones. Project required coordination with CDF&W, RWQCB, Delta Conservancy, UPRR, and City of Pittsburg.
- **Alameda County Water District, Dam No. 1 Rubber Dam Modifications, Shinn Outfall/Inlet Construction, Fish Screens and Control Building Modifications**: $40M. Inspector/Assistant CM. This project consisted of removal and modification of the existing rubber dam, demo and replacement of control, pump station, and support facilities in addition to the creation of a new 600 LF fish passageway to allow historic steelhead passage to upper watershed that was restricted for over 50 years. The project also included diversion screens and over 3,200 LF of large diameter welded steel piping. Coordinated levee breaches to recharge basins and creek alignment while working under active UPRR and BART bridges as well as modifying columns and abutments along Alameda Creek. As assistant CM Craig performed day-to-day operations, held meetings, reviewed, and responded to submittals, RFI's, progress payments, change orders and claims disputes.
- **City of Berkeley, Berkeley Marina Roadway Improvements Project**: $6M. Inspector. This project consisted of the removal, realignment, and reconfiguration of existing roadways. The project included pulverizing of existing AC, grading, and Full Depth Reclamation (FDR) treatment of base material. Extensive utility relocation (water, sewer, storm drain, gas, electrical) by open cut method was required for the realignment of the roadways. Installed new ADA sidewalks and ramps and bus stop pads, pervious parking stalls, roundabouts, and lighting. Detailed Traffic Control Plans (TCP) was involved with work being done in Caltrans right of way. Craig resolved various field issues resulting from unforeseen and hidden conditions, and system coordination problems.
- **City of Burlingame, Neighborhood Storm Drain Project #12**: $828,280. Inspector. This project included rehabilitation of existing deteriorated corrugated metal pipe (CMP) using trenchless method of cured in place (CIPP). Built new storm drain inlets, storm drain mains, curbs and gutters, sidewalks, valley gutters, concrete channels, medians, drainage structures, curb ramps, driveway approaches, and replaced existing storm drain facilities in public rights-of-way and storm drain easements.
- **City of Mill Valley, Sewer Rehabilitation Project**: $1M. Inspector. This project rehabilitated 6-inch and 8-inch sanitary sewer segments throughout the City, much of it on private easements. Rehabilitation methods were primarily CIPP lining and open-trench.
- **East Bay Regional Parks District (EBRPD), Dumbarton Quarry Park Project**: Inspector. This project consisted of refurbishing the existing quarry into an RV park for the East Bay Regional Parks District (EBRP). The project was new construction including trenching and placement of utilities (water, electrical, communications, fire, sanitary sewer, and storm drain). All roadways were new construction consisting of Hot Mix Asphalt (HMA) over an AB aggregate base.



Alpha CM

Norman Akana

Inspector

Norman Akana has 43 years of construction industry experience with the last 23 years as a Construction Manager/Inspector. He started as a union carpenter/general superintendent and progressed into materials testing and geotechnical inspections. His construction management experience includes water and wastewater facilities, multi-storied structures, and environmental cleanup including U.S. EPA-funded sites. He has also managed habitat restoration projects, pipelines, and roadways. Mr. Akana's background in management and inspections allows him to perform multiple roles on a project that results in major cost savings to clients. He has extensive expertise in the geotechnical aspects of construction, including inspecting engineered fill, landfills, roadway embankments, trench excavation and backfill. He interprets plans and specifications, administers construction contracts, inspects for safety and contract compliance, coordinates permitting compliance activities, performs construction surveying, implements traffic control plans and coordinates all construction inspection and engineering reviews.

Years of Experience

- 43

Training

- CMAA 1
- EM 385-1-1 40 Hour Cert
- QSP Course Completion
- Subcontractor Management
- Safety Coordinator Construction
- Safety Coordinator/Hazardous Waste

Professional Affiliations

- California Stormwater Quality Association (CASQA)
- California Water Environment Association (CWEA)
- Construction Management Association of America (CMAA)
- Member, International Conference of Building Officials former (ICBO)

RELEVANT EXPERIENCE

- **Alameda County Water District, The Main Renewal - Central Newark Thornton Avenue Project**: $11.8M. Project Manager/Inspector. Included replacement of the existing water main on Thornton Avenue between Cedar Boulevard and Cherry Street. The Project area was served by a 12-inch asbestos-cement pipe (ACP) and several branch connections off Thornton Avenue are 8-inch ACP. Project included installation of approximately 980 linear feet of 8-inch and 880 linear feet of 12-inch cement lined and dielectrically coated steel pipe, 3700 linear feet of 12-inch Certa-lok restrained joint (RJ) PVC, and service laterals of various sizes, and associated appurtenances. The proposed pipeline was installed within the existing roadway right-of-way and crossed multiple intersections. Pipeline was installed by open-cut trenching methods.
- **Alameda County Water District, Lindsay Tract and Birch Street Main Renewal Project**: $6.5M. Project Manager. The project consists of removal of existing ACP and installation of over 6700LF of 12" welded steel pipe and over 3000LF of 8" PVC. Work performed in downtown Newark along narrow streets and arterial roads. Work consists also of connections, valves, hydrants, curb and gutter repairs, sidewalk and ADA ramps. Project requires extensive traffic control measures, outreach to residents and businesses. Caution was required in handling and proper removal and disposal ACP pipe.
- **San Juan Water District, Water Treatment Plant Filter Backwash Hood Facilities Rehabilitation Project**: $3.3M. Construction Manager. The $3.3M project consists of rehabilitating bridge structure, bridge wheel drive frame assembly, bridge drive assembly, operations deck, deck drive, backwash pump and piping, backwash trough, surface wash pump and piping, hydraulic system, backwash hood, surface water injector, pump house, bridge rail and rack system, electrical, and instrumentation and controls.
- **Oro Loma Sanitary District, Sewer Rehabilitation Program, Multi-Phase Various Projects**: $3.4M. Construction Manager. This project provided project/construction management and inspection services for a variety of projects on a staff augmentation basis as part of the multi-phase 4-year $40 million Sewer Rehabilitation Program.
  - The Sewer Collection System Pipeline Rehabilitation and Replacement Project Phase replaced nearly 15,000 LF of 6-, 8-, and 10-inch VCP with 8- and 10-inch HDPE via pipebursting. The project included the removal of a 5-inch HDPE slipliner, prior to pipebursting with new 8-inch HDPE. The project included re-channelization of manholes and re-instatement of laterals. Close coordination was required with the various municipalities for surface restoration quality assurance.
  - The Canyon Ridge Standby Generator project provided a new 95-HP diesel engine and standby generator at the Canyon Ridge Lift Station.
- **San Francisco Public Utilities Commission (SFPUC), San Antonio Pump Station Upgrade**: $9M. Quality Assurance Inspector. The SAPS Upgrade Project included the following components: replacing three, 1,000-horsepower electrical pumps; adding two, 1.5-megawatt emergency generators (sized to power the three electric pumps) installed in a sound-attenuated enclosure; seismically retrofitting the pump station to reinforce the walls, complete foundation improvements, and connect the

(Norman Akana, cont'd)

roof to the walls; adding a new, 10,000-gallon aboveground fuel storage tank system to provide fuel to the two new generators; upgrading the pump station electrical system; and upgrading security hardware and programming. Worked directly with Eaton and G.E representatives during construction. Norman performed all quality inspection for the city of San Francisco's seismic retrofit and pump upgrade including the related structures project. Interacted with SFPUC staff on a daily basis because the plant remained open during the majority of the project. This relationship with the contractors ensured that a quality product was delivered to the client. Assisted in delivering the Operations and Maintenance manual and other equipment data to the city and its operators and developed training classes for the operators.

- **Byron Bethany Irrigation, Mountain House District Raw Water Pump Station Project**: $7M. Construction Manager/Inspector. The Mountain House Project included new intake structure on the Delta Mendota Canal, 15 MGD raw water pump station and twin 36-inch welded steel raw water pipeline. Work included SCADA and programmable logic controller (PLC) programming and mechanical installations and piping. Duties included: materials quality control; overseeing all testing and start up; reviewing contract documents, contract modifications and billing documents. Attended all meetings with the project contractors, CA Department of Water Resources, Contra Costa County, Alameda County, and Union Pacific Railroad. Performed inspections of all the phases of construction including the construction of the treatment plant and pump house with the pipe installation. Worked closely with all stakeholders to ensure timely delivery of project. Assisted in final review of all O&M manuals.
- **Truckee Meadows Water Authority, Longley Lane Water Treatment Facility**: $10M. Construction Manager/Inspector. This project consisted of a 4 MGD arsenic removal facilities for contaminated well water. Work included flocculation tanks, plate settlers, 14,500 SF CMU frame structure, chemical feed and storage systems, Pall Microfiltration System (owner provided), finished water pumping, 250,000-gallon clearwell, underground wastewater holding tank, solids dewatering facilities and 800 kW emergency generator.
- **City of Sacramento, Sacramento River Water Treatment Plant Replacement Intake Project**: $35M. Assistant Construction Manager/Lead Inspector. Performed all inspections and assisted in mechanical and electrical observations for the city. Also scheduled and participated in all levels of equipment testing. Coordinated efforts with Sacramento Area Flood Control Authority and CA Department of Fish and Wildlife. The project included temporary cofferdam in river, 20,500 SF pump building, a fish screen system with an automated screen cleaning system and the installation of 16 fish screens. Eight 2,000 HP motors, vertical turbine pumps were installed with a capacity of 185 MGD. Project included a dedicated electrical substation, four pressurized surge tanks, main discharge flow meter vault, pump discharge valve vault, equipment building and 84-inch diameter concrete lined steel pipeline from the intake to the point just east of Interstate 5.
- **East Bay Regional Park District, Renovate McKay Ave. Utilities at Crown Memorial State Beach**: $1.3M. Construction Manager. Project includes the following: Remove or abandon-in-place brick manholes and gravity sewer piping. Remove or abandon-in-place potable water piping connected to neighboring property. Remove a single-stall wood restroom building at the south end of McKay Ave. Remove a single-stall wood restroom building and a double-stalls wood restroom building at the east end of Memory Lane. Demolish EBRPD SS lift station and replace it with a new adjacent SS lift station. Renovate Visitor Center crawl space sewerage piping and connect it to the new SS lift station. Install new SS manholes, gravity SS lines and SS force main. Install a four-stall CXT restroom building. Remove or abandon-in-place brick manholes and gravity sewer piping.
- **Alameda County Water District, The Main Renewal - Central Newark Thornton Avenue Project**: $11.8M. Project Manager/Inspector. Included replacement of the existing water main on Thornton Avenue between Cedar Boulevard and Cherry Street. The Project area was served by a 12-inch asbestos-cement pipe (ACP) and several branch connections off Thornton Avenue are 8-inch ACP. Project included installation of approximately 980 linear feet of 8-inch and 880 linear feet of 12-inch cement lined and dielectrically coated steel pipe, 3700 linear feet of 12-inch Certa-lok restrained joint (RJ) PVC, and service laterals of various sizes, and associated appurtenances. The proposed pipeline was installed within the existing roadway right-of-way and crossed multiple intersections. Pipeline was installed by open-cut trenching methods.
- **Sacramento County Regional Sanitation District, Echo Water Project - Flow Equalization Project (FEQ)**: $100M. Assistant Commissioning Agent. This project entailed developing material tracking sheets, review of submittals for conformance and testing plans. The Flow Equalization Project increased the storage capacity of the existing Emergency Storage Basins (ESBs) at the Sacramento Regional Wastewater Treatment Plant (SRWTP) by approximately 110 million gallons. This involved deepening of ESB-B and ESB-C by approximately eight feet. Piping and gates were installed to allow flow into each of the basins and drainage from each.



Alpha CM

Brian Danley P.E., LEED AP, QSD/P

Project Principal

Years of Experience
- 45

Education
- MBA, Business Administration
- BS, Civil Engineering

Registrations
- Professional Civil Engineer: California, License No. C30347

Certifications
- Qualified SWPPP Developer/ Practitioner
- LEED Accredited Professional

Brian Danley has more than 45 years of diverse construction management, program management and design experience on wastewater and public infrastructure projects. He is an expert in project development and delivery on a broad array of public agency projects. Brian brings a perspective that emphasizes collaboration, and that collaboration has resulted in numerous successful projects and satisfied clients.

RELEVANT EXPERIENCE

- **Delta Diablo (Sanitation District), Manhole, Gravity, Interceptor and Easement Road Improvements**: $3M. Project Principal. The project consisted of repairing and rehabilitating critical sewer system manholes and gravity sewer mains. This included rehabilitating 30 manholes by way of new structural concrete polymer and composite liners, full sewer manhole replacements with Polymer Concrete manholes and Structural Concrete mortar Spray/ Grout and epoxy lining with composite frames and covers. Also consisted of removing and replacing 30-inch VCP and RCP; CIPP line over 1000 LF of 30-inch sewer line in UPRR rail right of way and 20-inch sewer line along Caltrans right of way; open cut trenching, wastewater bypassing, and AC paving. In addition to working within UPRR and Caltrans right of way, much of the work was within sensitive wetland areas and tidal influenced areas requiring detailed preplanning and coordination to meet project sensitive milestones. Project required coordination with CDF&W, RWQCB, Delta Conservancy, UPRR, and City of Pittsburg. Initially provided biddability/constructability review on a very short timetable in order for Delta Diablo to advertise the project on time.
- **Sacramento Suburban Water District, Dudley Dudley Main 16-inch Replacement**: $4.1M. Project Principal. This $4.1M project includes the installation of 6000LF of ductile iron pipe with restrained joints at the former McClellan air Force Base that has been realigned to a business park. The existing soils are contaminated and excavated trench material will be removed and replaced with clean material. Project also includes meters, hydrants, service connections and pavement restoration.
- **Town of Windsor, Airport-Larkfield-Wikiup Sanitation Zone/Windsor Water District Sewer Interconnect Project**: $1.8M. Project Principal. The project consisted of 3062 LF of 18-inch PVC force main with ductile iron fittings. The alignment was in streets and adjacent unimproved areas. The upper connection was at the Sonoma Water facilities on Freedom Way across from the Santa Rosa Junior College Public Safety Training Center and terminates at an existing blind flange on Shiloh Road. Project elements included restoration, sanitary sewer force main installation, including trenching, backfill and asphalt pavement, curb and gutter replacement, coordination with existing underground utilities, and associated work within the project site, and other ancillary work necessary to complete the work.
- **City of Orinda, North Lane Storm Water Mitigation Project**: $2.9M. Construction/Project Manager. Responsible for all field activities. Project consists of 1,300 LF of 60-inch storm sewer installed by open cut and bore and jack methods. Project also included outfall structure to San Pablo Creek which entails significant environmental and regulatory restrictions and requirements.
- **City of Rohnert Park Public Works, A & B Sections Neighborhood Utility Improvement Project**: $6.5M. Project Principal. The City's A&B Sections Neighborhood Utility Improvement Project consisted of the replacement and repairs of portions of watermain and several sewer mains, replacement of sewer manhole covers, installation of new sewer manholes, Asphalt Concrete (AC) trench paving, AC paving, traffic striping and pavement markings, concrete gutter repairs, and retrofits of existing pedestrian sidewalk access ramps in the "A" & "B" neighborhood section of the City. The sewer work included the repair of sewer main pipes and lower sewer service lateral repairs via Cured In Place Pipe (CIPP) technique as well as open trench technique. The water work included replacement of a portion of water main via open trench and included new water services, water valves and fire hydrants.
- **Oro Loma Sanitary District, Sewer Rehabilitation Program**: $3.4M. Project Principal. This project provided inspection oversight on project management services for a 4-year $40 million Sewer Rehabilitation Program and provided project/ construction management and inspection services for a variety of projects on a staff augmentation basis. The Sewer Collection System Pipeline Rehabilitation and Replacement Project Phase replaced nearly 15,000 LF of 6-, 8-, and 10-inch VCP with 8-

(Brian Danley, cont'd)

and 10-inch HDPE via pipebursting. The project included the removal of a 5-inch HDPE slipliner, prior to pipebursting with new 8-inch HDPE. The project included re-channelization of manholes and re-instatement of laterals. Close coordination was required with the various municipalities for surface restoration quality assurance. The Canyon Ridge Standby Generator project provided a new 95-HP diesel engine and standby generator at the Canyon Ridge Lift Station.

- **City of Mill Valley, Downtown Sewer Rehabilitation and Paving Project**: $2M. Project Principal. This project included more than 3,000 LF of 6-inch to 12-inch sewer construction, new laterals and cleanouts and manholes in downtown Mill Valley utilizing pipe bursting, CIPP lining, and open cut methods. Project also includes 500 LF of 12-inch and 18-inch storm drain and catch basins utilizing CIPP and open cut methods. Surface improvements include 5,280 SY of mill and fill and asphalt overlay, ADA improvements, and striping. Work required intense coordination and cooperation with downtown businesses and residents.
- **North Marin Water District (NMWD), Aqueduct Energy Efficiency, Marin County**: $5M. Project Principal. Provided construction and welding inspection oversight for 11,000 feet of 42-inch welded steel potable water supply pipeline as part of Caltrans' Marin-Sonoma Narrows Project on Highway 101. This project involved relocating an existing 30-inch potable water supply pipeline, as the new freeway lanes would encroach on NMWD's easement. The 30-inch pipeline was upsized to 42-inch welded steel, allowing for the elimination of a pumping station, and greatly reducing energy costs.
- **City of Millbrae, Madrone Sub-Basin 3 Sewer**: $1.3M. Project Manager. Provided full-time construction management and inspection services for this $1.3 million Madrone Sub- Basin 3 phase of the Sewer Modernization Program. This project involved rehabilitation of approximately 4,000 LF of sanitary sewer main in streets and backyard/side yard easements, primarily by pipe-bursting. Sag correction repairs were also included. 24 existing manholes were rehabilitated using the Mainstay two-part liner system. All lower laterals were rehabilitated by pipe-bursting or opencut replacement methods. Cleanouts and backflow prevention devices were installed on the laterals. Several private laterals were also rehabilitated. Construction was complicated by the narrow hilly streets and required proactive public outreach to work with residents.
- **Napa Sanitation District, Los Carneros Recycled Water Pipeline**: $20M. Project Principal. Provided oversight of inspection services subcontract. Project included nine miles of 6- to 20-inch pipe and 100 turnouts.
- **Ross Valley Sanitary District, FY 2014 Gravity Sewer Rehabilitation**: $2M. Project Principal. Responsible for construction management oversight. Project consisted of rehab of 8,500 feet of 6-inch to 8-inch sanitary sewers in Phase A and rehab and replacement of 8,700 feet sanitary sewer in Phase B. Sewers were lined utilizing CIPP.
- **City of Monterey, Sewer Line and Lift Station Rehabilitation**: $12M. Program Manager. Much of Monterey's sewage collection infrastructure is at or past its useful life. This program provided significant repairs to 102 miles of sewers and seven lift stations. Work included video condition assessment of sewers, pipe lining, pipeline replacement, manhole upgrades and lift station upgrades. Brian's responsibilities included coordination of design and construction efforts, monthly reporting, and master scheduling.
- **Ironhouse Sanitary District, Water Recycling Facility Phase 1 Improvements**: $1.7M. Project Principal. This $1.7 million improvement project at Ironhouse Sanitary District's water recycling facility (WRF) included supporting the installation of replacement of influent fine screens and screenings handling equipment. An existing alum tank will be moved and new pad, overflow berm and piping will be installed. Project also included major modifications to the WRF's odor control facilities including foul air ducting and replacement of the biofilter media. Miscellaneous piping and appurtenances were modified. Met weekly with stakeholders to discuss coordination, progress, and schedule.
- **City of Vacaville, Easterly Wastewater Treatment Plant Filtration and Denitrification Phases**: $100M. Technical Assistance/Back-up Construction Manager. This four-phase program upgraded the plant to full tertiary treatment. Project components included aeration basin structures, blower electrical building and load centers, washer/compactors, sludge grinders and pumps, water booster pump, flow equalization basin, modified biosolids storage lagoon, standby electrical generator, transformer system, piping systems, and modifications to four aeration basins. Participated in the biddability/constructability review and provided backup construction management services when the construction manager was on vacation. Review of front-end specifications eliminated many ambiguities regarding the contractor's oversight and administration of the job. This is reflected in the project's change order rate of less than 1% for errors and omissions in the contract documents.



2180 Jefferson St, Suite 212
Napa, CA 94558
707.819.9335
www.alphacminc.com

CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
Alpha CM

THIS AGREEMENT is made and entered into this __ day of _____, ___ [date, date & year] ("Effective Date"), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and Alpha CM 2180 Jefferson St, Suite 212 Napa, CA 94558 ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Construction Management Services for the Raw Water Line Replacement Project as more fully described herein; and

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

C. WHEREAS, 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.

D. WHEREAS, the legislative body of the City on June 22, 2026 by Resolution No. _____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall

not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that

the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A,** for a total amount not to exceed Four Hundred Thirty Five Thousand Five Hundred One Dollars ($ 435,501.00).

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.

2.5 Prevailing Wage Requirements In accordance with California Labor Code Section 1720, this project is subject to prevailing wage compliance monitoring and enforecement by the Department of Industrial Regulation. The Consultant and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

(a) Payment of Prevailing Wages: In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Consultant 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.

(b) Legal Working Days: 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.

(c) Payroll Records: Pursuant to Labor Code Section 1776, Consultant and any subcontractor(s) shall 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 by Consultant or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. Consultant shall also furnish each week to

CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(d) Registration with DIR: Consultant and any subcontractor(s) of Consultant shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by December 31, 2027. 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 March 31, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

may be entitled at law, in equity or under this Agreement.

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

a. Be adjudged a bankrupt;

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

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do

business in California, rated “A,” Class X, or better in the most recent Best’s Key Insurance Rating Guide, and approved by City:

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

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

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

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

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

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

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

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

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

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

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers,

officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be 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 Brian Danley 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:
Alpha CM
2180 Jefferson ST, Suite 212
Napa, Ca 94559
Tel: 707-819-9335

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

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all

business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested

by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *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 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the

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

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

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

CITY

By: _____
Isaac Whippy
Its: City Manager

CONSULTANT

By: _____
Its: _____

ATTEST:

By: _____
Diana Paoli
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL

(Scope of Work, Fee Schedule and Time Table)

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Alpha CM

City of Fort Bragg

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

Text File

File Number: 26-280

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Resolution

Agenda Number: 8E.

Receive Report and Consider Adopting Resolution of the Fort Bragg City Council Approving Third Amendment to Professional Services Agreement with Lumos & Associates for Pump Station for Additional Redesign Services for the Raw Water Line Replacement Project, Project WTR-00016 (Amount Not To Exceed $270,510.65) Categorical Exemption 15061(b)(3)

CITY COUNCIL STAFF REPORT

TO: City Council **DATE: June 22, 2026**

DEPARTMENT: Public Works/Engineering

PREPARED BY: Chantell O'Neal, Assistant Director; Engineering

PRESENTER: Kevin McDannold, Engineering Technician

AGENDA TITLE: **Receive Report and Consider Adopting Resolution of the Fort Bragg City Council Approving Third Amendment to Professional Services Agreement with Lumos & Associates for Pump Station for Additional Redesign Services for the Raw Water Line Replacement Project, Project WTR-00016 (Amount Not To Exceed $270,510.65) Categorical Exemption 15061(b)(3)**

RECOMMENDATION

Adopt the Resolution authorizing the City Manager to execute a Third Amendment to the Professional Services Agreement with Lumos & Associates, Inc. to perform additional engineering design services associated with pipeline realignment in Segments 2 and 3 of the Raw Water Line Replacement Project (WTR-00016), in an amount not to exceed $270,510.65, and authorize the City Manager to execute the Agreement.

BACKGROUND

A full project history—including the 2024 construction award, subsequent contract termination due to the temporary loss of DWR funding, reinstatement of grant funds, and the 2026 rebid—is provided in the Construction Contract Award staff report appearing earlier on this agenda.

This item addresses only the additional design work now required to finalize the construction documents.

Lumos & Associates is currently under contract with the City for the Newman Reservoir Pump Station redesign (original PSA July 14, 2025), with amendments executed in October 2025 (radio study) and June 2026 (surveying, easement support, and bid-phase services). The cumulative contract amount requires City Council approval for any further amendments.

AGENDA ITEM NO. 8E

DISCUSSION AND ANALYSIS

1. Need for Additional Redesign – Segment 3 (Trail Realignment)

During easement negotiations for Segment 3, a property owner objected to the original pipeline alignment, which deviated from the existing trail and into a densely forested area. To resolve the access issue and secure the final easement, the City committed to shifting approximately 450 linear feet of pipeline back onto the existing trail.

This realignment requires:

- Updated plan and profile sheets
- Updated quantities and construction details
- Coordination with the surveyor
- Integration into the conformed construction package

Lumos is the engineer of record for the pump station and has already completed the survey and easement support work that informs this redesign. They are the consultant best positioned to complete the redesign efficiently and without delay to the construction award.

2. Need for Additional Redesign – Segment 2 (Culvert Replacements)

Four culverts in Segment 2 were designed by a separate consultant under a prior contract. That consultant notified the City that the culvert replacements may require minor pipeline realignments to avoid conflicts with the new structures.

Lumos will evaluate these locations and:

- Confirm whether conflicts exist
- Redesign pipeline geometry where necessary
- Update plan sheets and details

3. Procurement Justification

Under FBMC 3.20.030(B), professional engineering and construction management services may be procured based on demonstrated competence and qualifications rather than competitive bidding.

Lumos is already under contract, is fully familiar with the project, and is the consultant with the necessary background, survey data, and design files to complete the redesign without delaying construction.

4. Schedule Considerations

The redesign must be completed immediately to avoid delaying the construction contract award and Notice to Proceed. Lumos has confirmed availability to begin work upon approval.

FISCAL IMPACT/FUNDING SOURCE

Lumos provided a detailed fee proposal (attachment 2). The amendment amount is $35,300, bringing the total contract amount to $270,510.65.

The project is funded by the Department of Water Resources Urban & Multi-benefit Drought Relief Grant.

As of June 2026, the City has $5,104,392.55 in remaining construction-phase grant funds. The CM contract will be fully grant-funded.

There is no impact to the General Fund or water enterprise funds to fill this contract amendment, the Construction Management, and the Construction contract contemplated for this construction season.

ENVIRONMENTAL ANALYSIS:

The Raw Water Line Replacement Project is covered under the Mitigated Negative Declaration adopted May 23, 2022. The proposed redesign does not introduce new impacts or require additional CEQA review.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

This action supports **Strategic Plan Goal 2: Implement Resilient Infrastructure and Encourage Environmental Stewardship**, by ensuring the City's raw water conveyance system is designed and constructed to modern standards.

ALTERNATIVES:

1. Approve the amendment (recommended).
2. Do not approve the amendment – This would delay construction and jeopardize the City's ability to meet DWR expenditure deadlines.
3. Seek another consultant – Not recommended; no other consultant has the necessary project familiarity or files to complete the redesign without significant delay.

ATTACHMENTS:

1. Draft Resolution
2. Lumos & Associates Proposal

NOTIFICATION:

1. Lumos & Associates

RESOLUTION NO. ___*-2026*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH LUMOS & ASSOCIATES FOR PUMP STATION FOR ADDITIONAL REDESIGN SERVICES FOR THE RAW WATER LINE REPLACEMENT PROJECT, PROJECT WTR-00016 (AMOUNT NOT TO EXCEED $270,510.65) CATEGORICAL EXEMPTION 15061(B)(3)

WHEREAS, on July 14, 2025, the City Council adopted Resolution No. 4962-2025 approving a Professional Services Agreement with Lumos & Associates, Inc. ("Lumos") in the amount of $198,600 for engineering design services associated with the Newman Reservoir Pump Station redesign; and

WHEREAS, on October 10, 2025, the City executed a First Amendment in the amount of $18,000 for radio study and FCC licensing support services; and

WHEREAS, on June 7, 2026, the City Council approved a Second Amendment increasing the contract to $235,210.65 to add surveying, easement support, and bid-phase services; and

WHEREAS, during final easement negotiations for Segment 3 of the Raw Water Line Replacement Project, the City determined that approximately 450 linear feet of pipeline must be realigned onto an existing trail to secure property access and avoid impacts to forested areas; and

WHEREAS, the City also determined that four culvert replacements in Segment 2 may require minor pipeline realignments to avoid conflicts with the new structures; and

WHEREAS, these redesign tasks constitute additional engineering services requested by the City and were not included in the original Agreement or prior amendments; and

WHEREAS, Lumos has the necessary project knowledge, survey data, and design files to complete the redesign efficiently and without delaying construction; and

WHEREAS, City staff has reviewed the proposed scope of work (attachment 2) and determined that the additional services are necessary for the successful delivery of the Raw Water Line Replacement Project; and

WHEREAS, approval by City Council is required because the cumulative contract amount will exceed the City Manager's administrative contracting authority; and

WHEREAS, the Project is the subject of a Mitigated Negative Declaration adopted May 23, 2022, pursuant to the California Environmental Quality Act ("CEQA").

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg hereby approves a Third Amendment to the Professional Services Agreement with Lumos & Associates, Inc. for pipeline realignment redesign services for the Raw Water Line Replacement Project and authorizes the City Manager to execute the amendment in an amount of $35,300, bringing the total contract amount to $270,510.65.

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 22nd day of June 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____

Jason Godeke
Mayor

ATTEST:

_____

Diana Paoli
City Clerk

ADDENDUM No. 3 TO CONSULTANT AGREEMENT

Extra Work Authorization Form

The consultant agreement dated June 15, 2026 for professional services between LUMOS & ASSOCIATES, INC., and City of Fort Bragg, CA for Newman Reservoir Booster Pump Station (project name)

is hereby amended as follows:

See attached Change Order Request 3.

COMPENSATION ARRANGEMENT

☑ Time and materials payment per current fee schedule (attached) not to exceed $14,600

☑ Lump sum payment $20,700

☐ Other (specify) _____

Backcharge: Yes ☐ No. ☐ To Whom: _____

Job No.: 11390.002 Task No./Description: Task 2.12, 2.13, 2.14, 2.15

ORIGINAL CONTRACT AMOUNT:	$198,600.00
TOTAL PREVIOUS ADDENDUMS:	$36,610.65
TOTAL THIS ADDENDUM:	$35,300.00
REVISED CONTRACT AMOUNT:	$270,510.65

All other terms and conditions remain unchanged.

	LUMOS & ASSOCIATES, INC.		CLIENT
PRINT	Aaron Brusatori, PE	PRINT	
SIGN	Aaron Brusatori	SIGN	
TITLE	Gropu Manager	TITLE	
DATE	June 15, 2026	DATE	

Copies to Client for signature; return one to Lumos & Associates, Inc.

LUMOS & ASSOCIATES

Standard Fee Schedule
January 1, 2026

Engineering	Per Hour
Director	$350
Group Manager / Senior Group Manager	330/340
Project / Senior Project Manager	280/300
Technical Lead / Senior Technical Lead	280/300
Staff / Project / Senior Hydrogeologist	225/235/255
Staff / Project / Senior Engineer	230/240/260
Project / Senior / Lead Project Coordinator	220/230/250
Project Designer I / II / III / IV / V	125/165/185/200/210
Structural Drafter I / II / III / IV / V	120/160/180/195/205
Hydrogeologist Tech I / II / III / IV / V	120/160/180/195/205
Construction	**Per Hour**
Director	$350
Group Manager	330
Assistant / Project / Senior Project Manager	250/280/300
Project / Senior Geotechnical Engineer	240/255
Construction Services Supervisor / Engineer	205/220
Project / Senior Project Coordinator	220/230
Geotechnician	195
Inspector / Senior Inspector (includes nuclear gauge)	185/200
Construction Technician I / II / III / IV	150/160/170/180
Materials Technician I / II / III / IV (includes nuclear gauge)	120/150/160/170
Surveying	**Per Hour**
Director	$350
Group Manager	330
Assistant / Project / Senior Project Manager	250/280/300
Associate / Staff / Project / Senior Surveyor	220/230/240/255
Project / Senior Project Coordinator	220/230
Photogrammetrist / Photogrammetry Manager	175/230
GIS Analyst	175
Surveying Technician I / II / III / IV/ V	125/165/185/195/205
Party Chief / Sr. Party Chief	220/240
Administrative & Other Services	**Per Hour**
Administrative Support	$135
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request or as required.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2026. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

LUMOS & ASSOCIATES

Standard Fee Schedule
January 1, 2026

Engineering	Per Hour
Director	$350
Group Manager / Senior Group Manager	330/340
Project / Senior Project Manager	280/300
Technical Lead / Senior Technical Lead	280/300
Staff / Project / Senior Hydrogeologist	225/235/255
Staff / Project / Senior Engineer	230/240/260
Project / Senior / Lead Project Coordinator	220/230/250
Project Designer I / II / III / IV / V	125/165/185/200/210
Structural Drafter I / II / III / IV / V	120/160/180/195/205
Hydrogeologist Tech I / II / III / IV / V	120/160/180/195/205
Construction	**Per Hour**
Director	$350
Group Manager	330
Assistant / Project / Senior Project Manager	250/280/300
Project / Senior Geotechnical Engineer	240/255
Construction Services Supervisor / Engineer	205/220
Project / Senior Project Coordinator	220/230
Geotechnician	195
Inspector / Senior Inspector (includes nuclear gauge)	185/200
Construction Technician I / II / III / IV	150/160/170/180
Materials Technician I / II / III / IV (includes nuclear gauge)	120/150/160/170
Surveying	**Per Hour**
Director	$350
Group Manager	330
Assistant / Project / Senior Project Manager	250/280/300
Associate / Staff / Project / Senior Surveyor	220/230/240/255
Project / Senior Project Coordinator	220/230
Photogrammetrist / Photogrammetry Manager	175/230
GIS Analyst	175
Surveying Technician I / II / III / IV/ V	125/165/185/195/205
Party Chief / Sr. Party Chief	220/240
Administrative & Other Services	**Per Hour**
Administrative Support	$135
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request or as required.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2026. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

LUMOS & ASSOCIATES

Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno

El Dorado Hills
3840 El Dorado Hills Boulevard, Suite 301
El Dorado Hills, CA 95762
916-980-8228

June 15, 2026

Chantell O'Neal
Assistant Director; Engineering Division
416 N Franklin Street
Fort Bragg, CA 95437

Delivered Via Email: coneal@fortbragg.com

Subject: Amendment Request 3 – Ft. Bragg Raw Water Line Replacement Project Realignment

Dear Ms. O'Neal

Lumos & Associates, Inc. is pleased to provide you with this proposal for engineering and related services for the Newman Reservoir Pump Evaluations Project.

Project Understanding

The City of Fort Bragg (The City) is presently in the process of awarding the Construction contract for the Raw Water Line Replacement Project which replaces portions of the existing raw water line from the Newman Reservoir and Waterfall Gulch to the Water Treatment Plant (WTP). The original raw water design was prepared by Coleman Engineering and construction of the project was previously awarded to T&S Construction (T&S). During construction, The City retained Lumos to provide a redesign of the Newman reservoir pump station. The design was completed and delivered to the City in October 2025 to be used as an exhibit to a change order to the construction project. T&S was able to procure all of the 12" IPS HDPE DR-9 project pipe and installed approximately 2/3^{rds} of the proposed design. However, prior to completion, construction was halted and the project was ultimately rebid.

For the project, the City has determined that a portion of the uninstalled raw water line should be realigned from the original design to avoid impacts to a densely vegetated portion of property. The proposed alignment will follow an existing dirt trail through an adjacent property to the north to prevent unnecessary removal of native vegetation and trees. This realignment will require confirmation of survey records to ensure that the realignment is contained within the proposed properties without impact to adjacent properties.

In addition to the raw water realignment, it is understood that Waterworks Engineering prepared a drainage analysis to evaluate the sizing of the existing culverts along the proposed raw water alignment. It was determined that several culverts will need to be upsized. The increase in culvert size will require adjustments to the proposed waterline design to avoid conflict.

The City has requested that Lumos and Associates, Inc. (Lumos) prepare design for a realignment of the raw water line through the adjacent property to the North and to also provide raw water line plan and profile redlines where required to accommodate installation of upsized culverts.

In preparation for this Task Order Request, Lumos has reviewed documents provided by the City and conducted a virtual meeting. Some of the documents reviewed include:

- Bid Addenda and Bid Documents (Plans and Specifications) from the project rebid.
- Survey team in-person visit for existing conditions of proposed realignment dirt path within the specified parcel.
- Waterworks engineering correspondence emails in regard to the Culvert redesign.

We propose the following tasks to accomplish this scope of work.

Scope of Services

Task 2-12 – Project Management

This task will be utilized by Lumos for management of the overall project, including scheduling of Lumos staff resources, coordinating subconsultants, coordinating and scheduling design progress meetings, and invoicing. Detailed monthly invoices will be prepared to document all work performed.

Deliverables:
Internal and external project coordination.

Payment:
The services for this task will be billed on a Fixed Fee Basis.

Task 2-13 –Boundary Resolution Exhibit

Lumos will prepare an exhibit to clearly show that land rights will be limited to the proposed properties.

Deliverables:
Boundary resolution exhibit in PDF format, electronic submittal.

Payment:
The services for this task will be billed on a Fixed Fee Basis.

Task 2-14 – Realignment Design Services

Under this task, Lumos will prepare plans to describe the realignment of the 12" IPS DR-9 HDPE raw water main to follow the existing dirt foot path running through the property adjacent to the north of the existing design alignment shown on the bid drawings. The realignment design will include connections at both ends to the original alignment and will ensure that the proposed work is contained within the proposed properties.

During the design of the Newman Pump station, Lumos was directed to use the original Coleman raw water main design to develop a system curve for sizing the pumps. This included using 10" C-900 piping and the original alignment as a basis of design. There is concern that the proposed realignment and pipe change to 12" IPS DR-9 HDPE may impact the system curve, potentially requiring a change in pump selection. As part of this task, Lumos will update the system curve calculations and provide verification of the pump selection. If the pump selection requires changes which impact the size of

the vault, piping, electrical infrastructure, or redesign beyond changing labels, an additional redesign augmentation will be required.

Lumos will review the culvert plans prepared by Waterworks to determine where vertical and horizontal changes to the raw water alignment are required. For the locations where changes are warranted, Lumos will prepare a red-line plans and profile sheet to communicate the required changes, including combination ARVs as needed.

Under this task, Lumos will perform the following:

- Attend up to three virtual coordination meetings with the design team and the City to review project components, budgets, and schedule.
- Design of approximately five pages of realignment plan and profile sheets including vertical and horizontal design with viewports at a 1"=20' horizontal scale.
- Prepare red-line sheets to communicate horizontal alignment and vertical profile changes required to cross culverts and install necessary appurtenances.
- Verification of the system curve using the realignment and accounting for the change from 10" C-900 to 12" IPS DR-9 HDPE pipe material. This includes coordination with the previous construction Contractor (T&S) to confirm as-built pipe installation to confirm system curve.
- Production of a stamped, conformed Newman Reservoir Pump station plan set including Civil and Electrical sheets incorporating the changes required by the bid addenda and bidder's questions.
- Written email confirmation and verification of Summer's lane valve vault existence and location (bidder question).
- Written email clarification on quantities for suction HDPE piping for the Newman Station (bidder question).

Deliverables:

- Electronic PDF of the 100% design plan set for the City's Review.
- Electronic PDF of the red line plan sheets to illustrate profile changes at cross culverts.

Conditions and Assumptions:

- It is assumed that the proposed raw water line pipe will be molded butt fusion bonded 12" IPS DR-9 HDPE based on a 6/10/2026 meeting between Lumos and the City.
- It is assumed that some tree removal will be required for the proposed improvements.
- It is assumed that raw water pipe design adjustments as a result of the culvert redesign will be delivered as redlines on the Coleman plan sheets.
- It is assumed that The City has or will procure all required rights in the form of easement agreements, public utility easement, right-of-way, etc to legally realign and install the raw water piping within the proposed properties and that the existing dirt trail will be utilized for construction.
- This task does not include land acquisition assistance. If required, these services can be provided under a future proposal.
- This proposal does not include any permitting services, it is assumed that all permitting will be the responsibility of the City.
- This scope does not include geotechnical investigation, and it is assumed that the contractor will utilize the existing project geotechnical report.

- It is assumed that, due to potential high points in the raw water pipe realignment, combination air release valve vaults may be required.
- It is assumed that Lumos will reference existing specifications and details present in the bid plan set such as pipe material, pipe trenching, surface restoration, etc, and that Lumos will not provide new detail drawings or specifications.
- It is assumed that ANSI NSF61/372 certified components will not be required for the raw water components.
- This scope does not include evaluation or identification of root zone of protected trees. The City shall be responsible for any associated arborist, tree specialist, and/or tree removal fees and/or permits.
- This proposal does not include stream, creek, or waterway delineation.
- An opinion of probable construction cost is not included in this proposal.
- No additional site visits are included in this proposal.
- Construction administration services including submittal reviews are not included in this task but may be included under an amended scope.
- A 100% level plan set and a single round of comments will be provided.

Payment:

- The services for this task will be billed on a Fixed Fee Basis.

Task 2-15 – Pump Station Construction Submittal and RFI Response

Lumos will provide review of submittals and RFIs related to the Newman Pump station portion of the work designed by Lumos. Lumos has retained J Calton Engineering, the original electrical engineering on the Newman Pump station portion of the design, to provide responses to electrical submittals and RFIs related to the booster pump station. These services will be provided on an as requested basis.

Deliverables:

- Review of submittal and response to contractor RFI's.

Conditions and Assumptions:

- Additional electrical redesign work as a result of a change in pump selection due to the realignment is not included under this task.
- Additional electrical design work is not included.
- Construction support for electrical items which fall outside of the Lumos Newman Reservoir pump station design is not included

Payment:

- The services for this task will be billed on time and materials not to exceed basis. It is anticipated that civil construction submittal and RFI review will take approximately 20 hours and Electrical construction submittal and RFI review will take approximately 22 hours.
- Work performed under this task will be billed on a time and materials (T&M) basis in accordance with our current fee schedule.

Task 2-16 – On-Call Services

Lumos & Associates will be available to complete additional work and/or attend project meetings not otherwise specified in this scope of services and as requested by the Client. Lumos shall receive written authorization from the client prior to commencing any work under this task. Work performed under this task will be billed on a time and materials (T&M) basis in accordance with our current fee schedule.

Fee Summary
The tasks described in the Scope of Service will be completed for the following fees:

Task Number	Description	Value	Terms
2-12	Project Management	$ 1,100	Fee
2-13	Boundary Resolution Exhibit	$ 600	Fee
2-14	Realignment Design Services	$ 19,000	Fee
		$ 20,700	
2-15	Pump Station Construction Submittal and RFI Respons	$ 11,000	T&M NTE
2-16	On-Call Services	$ 3,600	T&M NTE
		$ 14,600	
		$35,300	

Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days.

Schedule

Task Number	Description	Finish Date
	Notice to Proceed	6/26/2026
2-12	Project Management	9/7/2026
2-13	Boundary Resolution Exhibit	7/2/2026
2-14	Realignment Design Services	7/24/2026
2-15	Pump Station Construction Submittal and RFI Response	6/1/2027
2-16	On-Call Services	6/1/2027

Note that the schedule is subject to change based on the conditions discussed herein and the contractors approved schedule.

Sincerely,

Aaron Brusatory, PE
Group Manager

City of Fort Bragg

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

Text File

File Number: 26-281

Agenda Date: 6/22/2026 **Version:** 1 **Status:** Business

In Control: City Council **File Type:** Resolution

Agenda Number: 8F.

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Lumos and Associates, Inc. in a Not to Exceed Amount of $55,000 Per Year Over Two Years for a Total of $110,000 to Provide On-Call Engineering Services, and Authorizing City Manager to Execute Contract

CITY COUNCIL STAFF REPORT

TO: City Council **DATE: June 22, 2026**

DEPARTMENT: Public Works/Engineering

PREPARED BY: Chantell O'Neal, Assistant Director; Engineering

PRESENTER: Alfredo Huerta, Assistant City Engineer

AGENDA TITLE: **Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Lumos and Associates, Inc. in a Not to Exceed Amount of $55,000 Per Year Over Two Years for a Total of $110,000 to Provide On-Call Engineering Services, and Authorizing City Manager to Execute Contract**

RECOMMENDATION

Adopt Resolution Awarding a Two-Year Contract to Lumos & Associates, Inc. in an amount not to exceed $110,000, and authorize the City Manager to execute the Agreement.

BACKGROUND

The City relies on on-call engineering and surveying services to supplement staff capacity, provide specialized technical expertise, and support timely delivery of capital projects, development review, and operational needs. The current on-call contract expires June 30, 2026, requiring a new procurement to ensure uninterrupted support.

On May 4, 2026, the City issued a Request for Proposals (RFP) for a two-year on-call contract beginning July 1, 2026. The RFP incorporated targeted federal-compliance language recommended by Caltrans so that the resulting contract may be used for federally reimbursable work, including emergency response. These additions do not change the City's selection process but ensure the contract remains eligible for federal participation if needed.

Federal procurement rules prohibit geographic preference in the selection of architectural and engineering consultants. To remain compliant, the RFP evaluates responsiveness, availability, and cost efficiency rather than physical proximity. This allows the City to consider practical factors such as travel time, mobilization, and cost impacts without violating federal requirements. The RFP uses a best-value evaluation model, where qualifications remain the primary basis of selection and cost is a secondary factor.

Two proposals were received by the May 28 deadline, one from Lumos & Associates and one from Brelje & Race Consulting Engineers. These proposals were evaluated by a three-member staff panel using the criteria established in the RFP.

DISCUSSION AND ANALYSIS

The evaluation panel independently scored each proposal using the weighted criteria in the RFP:

- **Qualifications & Experience** – 40%
- **Understanding of City Needs & Technical Approach** – 25%
- **Responsiveness, Availability & Capacity** – 20%
- **Cost Efficiency** – 15%

Evaluation Results

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Average
Lumos & Associates	98	93	95	**95.3**
Brelje & Race	95	94	86	**91.7**

Two of the three reviewers ranked **Lumos & Associates** as the top candidate. The third reviewer scored Lumos one point below Brelje & Race, with the difference occurring in the **cost efficiency** category—the lowest-weighted factor under the City's federally compliant evaluation model. When averaged, Lumos received the highest overall score.

Lumos currently serves as the City's on-call engineer and Acting City Engineer/Surveyor under a contract expiring June 30, 2026. Their proposal demonstrates strong continuity of service, deep familiarity with the City's infrastructure, and an established working relationship with staff. Lumos has been actively supporting multiple ongoing City projects, including the Raw Water Line Project, Bainbridge Park Improvments, drainage evaluations, and development review. Their institutional knowledge reduces onboarding time and supports efficient project delivery.

Responsiveness and availability were key considerations. Lumos has consistently demonstrated the ability to respond quickly to urgent issues. They have also reduced travel-related costs by waiving manager travel time and coordinating site visits with City crews when possible. These practices directly support the City's cost-conscious approach to on-call work.

Brelje & Race submitted a strong proposal with extensive regional experience. However, their team would require time to become familiar with Fort Bragg's infrastructure and internal

processes, and several specialized services would be subcontracted, potentially affecting turnaround times.

Based on the evaluation results, continuity of service, demonstrated responsiveness, and overall best value, staff recommends awarding the two-year on-call engineering and surveying contract to Lumos & Associates, Inc.

The City anticipates budgeting approximately **$55,000 per year**, for a total of **$110,000** over the contract term. Actual expenditures will vary based on task orders issued.

FISCAL IMPACT/FUNDING SOURCE

Costs associated with this contract will be funded through approved Public Works general fund operating budget, water enterprise, waste water enterpris, and capital project budgets on an as-needed basis.

ENVIRONMENTAL ANALYSIS:

Authorization of this contract is not subject to CEQA because it is not a project (§ 21065. PROJECT), any actions resulting from work performed under this contract in preparation for a project will be evaluated on an individual case basis; and

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

Award of this contract supports multiple City Council priorities, including maintaining reliable public infrastructure, improving service delivery, and ensuring efficient use of limited staff resources. The on-call engineering contract provides essential technical capacity for capital projects, development review, and emergency response, directly supporting the City's goals for operational resilience and infrastructure stewardship. The contract is also consistent with the General Plan's Public Facilities and Services Element, which calls for maintaining safe, functional, and well-managed public infrastructure systems. Incorporating federal compliance requirements ensures the City remains eligible for federal reimbursement when applicable, further supporting long-term fiscal sustainability.

ALTERNATIVES:

1. Award the Contract to Brelje & Race Consulting Engineers

Council may choose to award the contract to Brelje & Race, the other qualified proposer. While Brelje & Race submitted a strong proposal with extensive regional experience, this alternative would require a transition period for the consultant to become familiar with Fort

Bragg's infrastructure, standards, and ongoing projects. This may temporarily reduce responsiveness and increase staff oversight needs.

2. Reject All Proposals and Re-Issue the RFP

Council may direct staff to reject all proposals and re-issue the RFP. This alternative would delay execution of a new contract beyond the June 30 expiration of the current agreement, creating a gap in engineering support and potentially delaying active and upcoming capital projects, development review, and emergency response capabilities.

3. Take No Action

If Council takes no action, the current on-call contract will expire on June 30, 2026, leaving the City without an on-call engineering consultant. This would significantly impact the City's ability to deliver capital projects, perform timely technical review, and respond to urgent infrastructure issues.

ATTACHMENTS:

1. Draft Resolution
2. Lumos & Associates Proposal
3. Brelje & Race Proposal
4. Draft Professional Services Agreement

NOTIFICATION:

1. Lumos & Associates
2. Brelje & Race

RESOLUTION NO. ___*-2026*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENT WITH LUMOS AND ASSOCIATES, INC. IN A NOT TO EXCEED AMOUNT OF $55,000 PER YEAR OVER TWO YEARS FOR A TOTAL OF $110,000 TO PROVIDE ON-CALL ENGINEERING SERVICES, AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT

WHEREAS, the City of Fort Bragg issued a Request for Proposals (RFP) for On-Call Engineering & Surveying Services on May 4, 2026; and

WHEREAS, two proposals were received by the deadline of May 28, 2026; and

WHEREAS, a three-member staff panel evaluated the proposals in accordance with the criteria established in the RFP; and

WHEREAS, Lumos & Associates, Inc. received the highest overall evaluation score and demonstrated superior qualifications, responsiveness, and familiarity with the City's infrastructure and operational needs; and

WHEREAS, awarding the contract to Lumos & Associates, Inc. maintains continuity of service and supports ongoing City projects; and

WHEREAS, the selection process complies with applicable state and federal procurement requirements, including the prohibition on geographic preference;

WHEREAS, Lumos has the necessary project knowledge, survey data, and design files to complete the redesign efficiently and without delaying construction; and

WHEREAS, Authorization of this contract is not subject to CEQA because it is not a project (§ 21065. PROJECT), any actions resulting from work performed under this contract in preparation for a project will be evaluated on an individual case basis.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg hereby awards the contract for On-Call Engineering & Surveying Services to Lumos & Associates, Inc. for a two-year term beginning July 1, 2026; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Professional Services Agreement and any necessary documents to implement this action.

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 22nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Jason Godeke
Mayor

ATTEST:

Diana Paoli
City Clerk



Veterans Memorial at Bainbridge Park

PREPARED FOR THE CITY OF FORT BRAGG

ON-CALL ENGINEERING & SURVEYING SERVICES

MAY 29, 2026

LUMOS & ASSOCIATES



West Elm St. at Glass Beach Dr. - 2025 Pavement Preservation & Rehabilitation Project

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LUMOS & ASSOCIATES

Carson City | El Dorado Hills | Fallon | Lake Tahoe | Reno | Boise | Roseville

El Dorado Hills
3840 El Dorado Hills Boulevard, Suite 301
El Dorado Hills, CA 95762
916.980.8228

LumosInc.com

May 29, 2026

Chantell O'Neal, Assistant Director - Engineering
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

Subject: On-Call Engineering & Surveying Services

Dear Ms. O'Neal and Members of the Selection Committee,

Lumos & Associates is pleased to submit our Statement of Qualifications to continue providing on-call engineering and surveying services to the City of Fort Bragg. Through our ongoing role as the City's Acting City Engineer and City Surveyor, our team has developed a strong understanding of Fort Bragg's infrastructure, operational priorities, and constituent concerns. We are prepared to provide responsive, practical support with minimal learning curve

I, **Aaron Brusatori, P.E.**, will serve as the primary point of contact and Project Manager for this contract, with support from **Brian Harer** as an additional point of contact familiar to City staff and ongoing City projects. Over the past several years, Lumos has worked closely with the City on projects including the Maple Street Storm Drain and Alley Rehabilitation, Hazelwood Street Extension Conceptual Design, Newman Reservoir intake structure improvements, Grocery Outlet storm water review, the 2025 Streets Pavement Preservation and Rehabilitation, Bainbridge Park, correction of warranty items associated with the 2022 Pavement Project, and numerous other on-call assignments. Through these efforts, Lumos has shown our commitment to serving the City.

Supporting us will be several team members already familiar to the City, including **Judy Tortelli, P.E.**, **Andrew Chafer, P.L.S., CFedS**, **Dan Newton, P.E.**, and **Ian Mahaffey, P.E.** Andrew currently serves as Acting City Surveyor for the City of Fort Bragg and recently assisted the City with property line and easement location services associated with the raw water line crossing private property. We are also excited to introduce **Mike Micheels, P.E.**, to the City team this year. Mike brings over 40 years of engineering experience and will oversee development and plan review services for the City. As someone currently building a home in Fort Bragg, Mike will serve the City and provide a sound local presence.

Lumos is familiar with the City and City staff, bringing continuity, institutional knowledge, and established working relationships; we are prepared to respond quickly and effectively from day one.

We understand that successful on-call support depends on responsiveness and reliability. Our team is committed to returning calls within 24 hours, maintaining agreed-upon schedules for deliverables, and communicating proactively throughout each assignment. **We also recognize the importance of cost-conscious service** and do not charge travel time for Group Managers assigned to City projects, in the recent past we have even utilized City crews to assist with traffic control to reduce task budgets. For example, in early summer 2026, Ian Mahaffey will be working with the City crews to perform potholing on Oak Street which will not only save money, but will provide the crew the opportunity to help deliver important investigative effort for the underground utility system.

At Lumos, we embrace challenges and take ownership of each assignment and work collaboratively with staff to provide practical engineering and surveying solutions, maintain schedules and budgets, and deliver high-quality work the City can rely on.

We appreciate the opportunity to continue our partnership with the City of Fort Bragg and look forward to supporting your team in the years ahead. If you have any questions, please do not hesitate to contact me at 916.980.8228 or abrusatori@LumosInc.com.

Sincerely,



Aaron Brusatori, P.E.
Group Manager
Lumos & Associates, Inc.

FIRM DESCRIPTION

Lumos & Associates, Inc. (Lumos) is a multidisciplinary engineering and surveying firm providing civil engineering, land surveying, structural engineering, geotechnical engineering, and construction support services throughout California and Nevada. Founded in 1978, Lumos has grown into a regional practice with offices in El Dorado Hills, Roseville, Carson City, Reno, Fallon, Lake Tahoe, and Boise, supported by a staff of more than 160 professionals.

What sets Lumos apart is not only our technical capabilities, but our existing relationship with the City and our ability to respond quickly and effectively when support is needed.

Lumos currently serves as the **Acting City Engineer and Acting City Surveyor for the City of Fort Bragg**, providing ongoing engineering and surveying support for the City's infrastructure, development review, permitting, and capital improvement needs. Because our team is already familiar with City staff, standards, infrastructure systems, local contractors, and operational processes, we are able to provide seamless support with minimal learning curve and rapid response times. **When urgent issues arise, our team can often be onsite the next day if needed.**



Aaron Brusatori, P.E. has served the City of Fort Bragg for about six years through a wide range of projects and ongoing assignments including pavement rehabilitation, ADA improvements, drainage improvements, funding support, development review and construction support. Aaron understands the engineering and operational challenges presented to the City as well as their priorities, resources, and contractor pool.

Lumos also brings extensive long-term experience serving as on-call or contract City Engineer and City Surveyor for public agencies. Our current and recent municipal clients include Alpine County, Eureka County Nevada, Mono County, Bishop Area Wastewater Authority, the City of Angels Camp, the City of Rocklin, and several General Improvement Districts and Community Services Districts. These longstanding relationships reflect our commitment to responsiveness, consistency, and dependable municipal support.

Our team provides a full range of municipal engineering and surveying services, including:

- Transportation engineering and roadway rehabilitation
- Pavement management and roadway drainage
- Water and wastewater infrastructure improvements
- Hydrology and hydraulics
- Development review and permitting support
- Structural engineering support
- Boundary, topographic, and construction surveying
- Parcel maps, lot line adjustments, and certificates of compliance
- Construction administration and coordination

To support specialized project needs, Lumos partners with trusted subconsultants, including ECORP for environmental services. Our longstanding relationships allow us to efficiently assemble the right expertise for each assignment while maintaining a single, coordinated point of contact for the City.

Lumos understands the importance of cost-conscious service for local agencies. Our team consolidates site visits and meetings whenever possible to minimize travel-related costs and maximize efficiency, and we do not charge travel time for Group Managers assigned to City projects. When working in Fort Bragg, our team also makes a point to support local businesses and remain engaged with the community we serve

Our established team of licensed engineers and surveyors has first hand knowledge of the City's needs and expectations. Lumos is well positioned to continue providing responsive, practical, high-quality engineering and surveying support under this project.

RELEVANT EXPERIENCE

Lumos has longstanding experience serving as an engineering and surveying partner to cities, counties, and special districts throughout Northern California. The following project examples highlight our work with the City of Fort Bragg, as well as our experience serving in similar on-call, City Engineer, City Surveyor, and County Engineer roles for other public agencies with comparable infrastructure and operational needs.

Across these engagements, Lumos has provided roadway rehabilitation design, drainage analysis, capital improvement program support, development review, construction-phase services, surveying, and coordination with Caltrans and regulatory agencies. In many cases, we have functioned as an extension of agency staff, helping manage workloads, respond to urgent issues, and deliver practical, constructible solutions.

The projects that follow demonstrate our ability to provide responsive engineering and surveying support while maintaining the technical depth needed for transportation, utility, and public works infrastructure projects.



Lumos & City staff working together on 30% LPP project


Fort Bragg - Brush Creek Atmospheric river culvert failure

Acting City Engineer & City Surveyor | City of Fort Bragg, CA

2024 - Ongoing

Lumos & Associates currently serves as Acting City Engineer and Acting City Surveyor under the City's on-call services agreement. Over the past two years, Lumos has provided engineering, surveying, construction support, and project coordination services for a wide range of City projects.

Lumos functions as an extension of City staff, providing responsive engineering leadership, technical expertise, and day-to-day project support. We have also performed technical review of private development projects, commenting on drainage conditions and proposed systems.

Working closely with the City, Lumos has assisted in resolving issues associated with previous designs, unforeseen field conditions, accelerated schedules, and coordination challenges. Aaron Brusatori, P.E., serves as the City's primary point of contact currently and coordinates internal staff resources to provide targeted technical support based on each project's unique needs.

As Acting City Engineer, Lumos maintains and updates the City's Pavement Management Database, evaluates roadway conditions, supports capital improvement planning aligned with available funding, reviews private development projects for drainage and utility compliance, prepares hydraulic calculations, and provides coordination with agencies including the California Department of Fish and Wildlife, Regional Water Quality Control Board, and U.S. Army Corps of Engineers.

As Acting City Surveyor, Lumos performs statutory review of parcel maps, lot line adjustments, and certificates of compliance, while also providing field surveying, mapping, and capital project support services.



Fort Bragg - Bainbridge Park

Highlight Project: 2022 Pavement Project – Microsurface Defects

Brian Harer has supported the city by identifying the cause of the problem, non-existent construction oversight. Brian was able to diagnose the issues and work with the city and contractor to make corrections through warrantee work.

Highlight Project: Bainbridge Park

The plans developed for the project were missing key structural details for the soccer field lighting improvements. Lumos' in-house structural engineering team was able to evaluate the issue and engineer a solution. Brian Harer worked directly with the construction delivery team and City staff to support implementation of the revised design and minimize delays to construction.

Highlight Project: Newman Reservoir

An intake structure was originally designed to be placed within the structural engineered fill of the Newman Reservoir dam. This solution created significant constructability and operational concerns, and the original engineer ultimately abandoned the project. Lumos engineers Mara Quiroga and Dan Newton developed an alternative solution that eliminated excavation into the dam while still meeting the City's operational objectives.

Highlight Project: Oak Street Storm Drainage

The City identified storm drainage issues along East Oak Street near the eastern City boundary. Lumos reviewed previous drainage studies and developed a scope of work to clarify the extent of the drainage challenges and evaluate potential improvement options. During a vacation trip to the North Coast, Ian Mahaffey visited the site with City staff to review existing conditions firsthand and better understand the operational concerns.



Fort Bragg - New Newman Reservoir Pump Station

Highlight Project: Celeri Easement

The Raw Water project includes alignment that passes through private property for which land rights have not been procured. The City reached out to our survey Project Manager, Andrew Chafer. Andrew reviewed maps and was able to coordinate a field survey to mark property lines so the landowner could clearly understand the relationship of the raw water line to his property and the surrounding environment. Andrew was able to perform his work concurrently with a scheduled site visit, to maximize the field work performed during our trip to the site.

Highlight Project: CDBG Sidewalk Project

The City was tasked with preparing bid ready documents on an accelerated schedule to meet a funding application deadline for the Community Development Block Grant program. Lumos worked with City staff to develop an approach that would satisfy the funding program. Lumos leveraged aerial photos collected in 2024 and Samantha Mackowiak, from our in-house GIS team, to prepare bid-ready documents on a very tight schedule which facilitated application for the grant funds. With award of funding, the project is positioned to advance to construction.



Fort Bragg - Maple at McPherson St. ADA curb ramp improvements



Highlight Project: 2025 Pavement Preservation & Rehabilitation Project

Lumos was selected to provide full design and construction-phase services for the City's 2025 Pavement Preservation and Rehabilitation Project, including:

- Evaluation of 5.3 centerline miles of streets and ADA review of 50+ curb ramps
- Preparation of a Technical Memorandum advancing 3.4 miles for targeted digouts and rapid-set slurry seal
- Design of 20 ADA-compliant curb ramp upgrades, sidewalk transitions, and drainage modifications
- Resolution of chronic drainage issues at Laurel and Whipple Streets through intersection regrading and elimination of a failing CMP bubbler system
- Preparation of 60% and 100% PS&E packages to City, Caltrans, AASHTO, and PROWAG standards
- Construction management, inspection, and in-house materials testing

This project demonstrates Lumos' ability to deliver cost-effective roadway rehabilitation programs from condition assessment through final acceptance while providing coordinated engineering, surveying, inspection, and construction support services tailored to the City's needs.



Point Arena - Current Windy Hollow Rd. conditions

Windy Hollow Road Reconstruction | City of Point Arena, CA

2026 - Ongoing

Lumos & Associates provided preliminary engineering, surveying, and geotechnical support services for the Windy Hollow Road Reconstruction Project in the City of Point Arena. The project includes reconstruction of approximately 3,000 centerline feet of roadway serving the Point Arena Rancheria and the PG&E yard, where the existing roadway had experienced significant pavement deterioration and drainage challenges.

The City faced a critical funding deadline after the previous consultant abandoned the project at the 50% design stage. Lumos quickly mobilized survey and geotechnical crews to define the work area. Working on an accelerated schedule, our team prepared plans, specifications, and cost estimates within six weeks, ahead of the funding deadline, to support the City's application efforts.

Lumos also performed soil sampling and pavement section evaluation to develop a roadway section designed to meet the City's desired 15-year service life. In addition, our team coordinated with local contractors to better understand construction logistics, material availability, and remote project delivery considerations associated with the project location.

With award of funding, the project is positioned to advance to construction.

Key Relevance

- Accelerated project delivery under funding deadlines
- Roadway rehabilitation and reconstruction support
- In-house surveying and geotechnical coordination
- Pavement section evaluation and roadway design
- Preparation of PS&E and funding support documents
- Responsive support for small coastal communities



Habitat for Humanity Construction in Angels Camp

Contract City Engineer | City of Angels Camp, CA
2024 - Ongoing

Lumos serves as Contract City Engineer for the City of Angels Camp, providing comprehensive municipal engineering services in support of capital improvement planning, development review, and infrastructure maintenance.

In this role, Lumos leads plan review for grading, public improvements, traffic control, and encroachment permits, ensuring compliance with City standards and regulatory requirements. We serve as the City's primary technical liaison with Caltrans and other agencies, coordinating permitting, access, and right-of-way issues on projects affecting state facilities.

Recent assignments include engineering review and coordination for Habitat for Humanity's affordable housing development, which required sewer lift station design integration, stormwater quality features, entitlement review, and Caltrans coordination. The project advanced from technical review through approved construction documents under Lumos' oversight.

Beyond development review, Lumos supports the City's capital program and day-to-day public works operations. Our responsibilities include municipal code updates, infrastructure condition evaluation, drainage and roadway troubleshooting, and emergency response support.

For example, Lumos assisted in resolving groundwater seepage along Greenhorn Creek Drive that was undermining pavement and creating hazardous winter icing conditions. Working with City crews, we identified the failure mechanism and implemented a sub-drain restoration solution, improving roadway safety and extending pavement service life.

Through this engagement, Lumos functions as an extension of City staff, providing responsive, practical engineering solutions aligned with small-agency operational realities.

Key Relevance

- Contract City Engineer services
- Roadway and drainage troubleshooting
- Caltrans coordination
- Development review and infrastructure integration
- Capital improvement and public works support
- Support for smaller municipality



Pioneer Trail Road Rehabilitation - Alpine County



Diamond Valley & Hot Springs Rd. Erosion Control Culvert - Alpine County

Alpine County, County Engineer & Surveyor | Alpine County, CA
2015 - Ongoing

Lumos serves as County Engineer and County Surveyor for Alpine County under a long-term contract, functioning as an extension of County staff and providing full-spectrum public works engineering support.

As County Engineer, Lumos performs comprehensive technical review of improvement plans, drainage studies, and infrastructure design documents for compliance with County development codes, engineering standards, and best practices. We manage plan review and encroachment permitting through the County's iWorQ system and provide engineering oversight of projects designed by others, ensuring constructibility, regulatory compliance, and long-term durability.

Our responsibilities integrate closely with development review, including evaluation and approval of subdivision plats, parcel maps, easements, and rights-of-way to ensure proper drainage, roadway access, and utility coordination.

As County Surveyor, Lumos provides statutory review and signature authority for subdivision plats, parcel maps, lot line adjustments, certificates of compliance, and related mapping documents in accordance with California law and County code.

In addition to regulatory review, Lumos supports Alpine County's Road Maintenance and Rehabilitation Account (RMRA) program, including pavement condition assessments, preparation of plans and specifications, bidding assistance, and construction-phase services. Recent RMRA work includes the Pioneer Trail rehabilitation project, for which Lumos provided full design, contract documentation, and construction management services through completion in 2025.

Key Relevance

- County Engineer and County Surveyor services
- Development review and improvement plan review
- Parcel maps, easements, and statutory surveying
- Roadway rehabilitation and pavement management
- PS&E preparation and construction support
- Long-term extension of agency staff support

On-Call Civil Engineering | City of Bishop & Bishop Area Water Authority (BAWA), CA

2021 - Ongoing

Lumos & Associates provides ongoing municipal engineering support to the City of Bishop and Bishop Area Water Authority (BAWA) through a variety of transportation, infrastructure, permitting, and utility planning projects. Our work has included roadway and bridge design, recycled water permitting support, wastewater planning, stakeholder coordination, public outreach, and long-range infrastructure evaluation.

Highlight Project: East Line Street Bridge Replacement

Lumos is currently providing engineering services for the City in coordination with Inyo County. The project involves replacement of the City's existing 18.5-foot bridge with a new 30-foot-long by 60-foot-wide structure designed to improve vehicle circulation, multimodal access, and gateway connectivity near the Bishop Airport.

The project includes:

- Two 12-foot travel lanes
- ADA-compliant pedestrian facilities
- 8-foot shoulders/bike lanes
- 10-foot sidewalks
- Streetscape coordination with planned Main Street improvements

Because the project utilizes federal funding, Lumos has coordinated closely with multiple stakeholders and regulatory agencies throughout project development. Our team also facilitated public outreach meetings with City staff to present alternatives analyses and gather community feedback, which was incorporated into the final design approach.

Highlight Project: Title 22 Engineering Report – Effluent Irrigation Expansion

Lumos prepared a Title 22 Engineering Report for BAWA to support expansion of its recycled water irrigation system and updated permitting requirements through the State Division of Drinking Water. The project included evaluation of irrigation system upgrades, expansion of irrigation service areas, and coordination with the Lahontan Regional Water Quality Control Board and other regulatory stakeholders.

Key Relevance

- On-call municipal engineering support
- USDA funding for wastewater projects
- Utility and drainage infrastructure improvements
- Regulatory permitting and agency coordination
- Wastewater and recycled water planning
- Public outreach and stakeholder coordination
- Capital improvement planning support
- Responsive support for small public agencies

The report was prepared in accordance with California recycled water guidelines and supported BAWA's long-term infrastructure and water reuse planning efforts.

Highlight Project: Wastewater Treatment Plant Flow Assessment

Lumos was retained by BAWA to evaluate existing and future wastewater treatment plant flow conditions associated with long-term planning for a potential future mechanical treatment facility. The project included:

- Collection and analysis of historical flow and groundwater monitoring data
- Evaluation of inflow and infiltration (I&I) impacts
- Sewer connection and population trend analysis
- Correlation of precipitation and groundwater influences on treatment flows
- Development of existing and projected future design flow rates over a 20-year planning horizon

This effort provided BAWA with critical planning information to support future capital improvement and treatment facility decisions.



Orthophoto of the District's Service Area

District Engineer | Indian Hills General Improvement District (IHGID), NV 2018 - Ongoing

Lumos & Associates has served as District Engineer for more than eight years, providing ongoing engineering, infrastructure planning, and operational support for a community of approximately 4,000 residents. The District maintains water, wastewater, roadway, storm drainage, parks, and open space infrastructure, including 30 miles of roadway, 40 miles of sewer mains, water production wells, storage tanks, booster pump stations, and a wastewater treatment plant.

As District Engineer, Lumos provides monthly engineering support including Board meeting attendance, subdivision improvement plan review, pavement maintenance program management, utility system planning, water rights coordination, rate studies, and CIP development. Lumos also provides design, permitting, grant assistance, construction management, materials testing, and inspection services for the District's capital improvement projects.

Highlight Project: Plymouth Drive Waterline Replacement

Lumos provided full engineering services for replacement of aging asbestos cement waterlines along Plymouth Drive in coordination with roadway reconstruction improvements. The project included approximately 2,200 linear feet of new 8-inch PVC waterline, water services, fire hydrants, valves, roadway rehabilitation, curb and gutter improvements, sidewalks, ADA ramps, and drainage improvements.

Key Relevance

- Long-term on-call District Engineer services
- Roadway rehabilitation and pavement management
- Water and wastewater infrastructure improvements
- Utility coordination and drainage improvements
- Development review and CIP planning
- Surveying, mapping, and construction staking
- Construction management and inspection
- Responsive support for local agencies

Lumos also performed hydraulic modeling and coordinated permitting with the Nevada Division of Environmental Protection (NDEP) for the water system improvements.

Highlight Project: Indian Drive Reconstruction & Utility Improvements

Lumos provided engineering evaluation, design, surveying, permitting, and construction support services for reconstruction of Indian Drive and replacement of aging water and sewer infrastructure. The project included roadway rehabilitation, utility replacement, ADA improvements, sewer relocation, topographic surveying, bidding support, construction staking, inspection, and materials testing.



Lumos' flood mitigation solutions during Eureka County's 2023 emergency event

County Engineer & County Surveyor | Eureka County, NV
1987 - Ongoing

Lumos & Associates has served as Eureka County's contract County Engineer and County Surveyor since 1987, providing ongoing engineering, surveying, and public works support for over 35 years. In this role, Lumos regularly attends County Commissioners meetings to provide technical guidance and recommendations on engineering and infrastructure matters.

As County Engineer, Lumos provides design, permitting, construction management, inspection, and materials testing services for roadway, drainage, water, sewer, and airport improvement projects throughout the County. During the spring 2023 flooding events, Lumos also assisted the County with emergency response efforts, including field coordination, hydrologic and hydraulic modeling, flood flow evaluation, and support for emergency funding requests.

As County Surveyor, Lumos performs statutory review and signature services for parcel maps, subdivision plats, reversionary maps, certificates of amendment, and divisions of large parcels in accordance with Nevada Revised Statutes and County requirements. Since 1987, Lumos has provided engineering and surveying services for more than 150 County projects.

Key Relevance

- Long-term County Engineer and Surveyor services
- On-call municipal engineering and surveying support
- Roadway, drainage, utility, and airport improvements
- Emergency response and flood evaluation support
- Hydrologic and hydraulic modeling
- Parcel map and subdivision review
- Construction inspection and materials testing
- Public agency coordination and Board support

KEY PERSONNEL QUALIFICATIONS

The Lumos team assembled for this contract brings extensive municipal engineering and surveying experience, including direct, ongoing support for the City of Fort Bragg. **Several members of our proposed team currently serve the City through on-call assignments and capital improvement projects**, including the 2025 Pavement Preservation and Rehabilitation Project and ongoing Acting City Engineer and Acting City Surveyor services.

This existing familiarity with City staff, infrastructure, and operational priorities allows our team to provide responsive, efficient support with minimal learning curve. The following organizational chart and staff resumes highlight the key personnel proposed for this contract and their relevant experience supporting the City and other public agencies.





Aaron Brusatori, P.E. | Project Manager & City Engineer

Aaron brings over 24 years of civil engineering experience supporting roadway, drainage, and public infrastructure projects throughout Northern California. He serves as Group Manager of Lumos' El Dorado Hills office and previously held roles as Community Development Director, Public Works Director, Road Commissioner, and County Engineer for Amador County. Aaron currently serves as the City Engineer for Angels Camp. Aaron has experience with the multiple facets of municipal engineering, including pavement management, water distribution, sewer collection, Capital Improvement Programs and public outreach. Aaron has served the City of Fort Bragg, delivering pavement rehabilitation, and maintenance projects which included components of utility coordination and storm drainage improvements. He values the relationship he has built with the City and would like to continue this relationship. As Project Manager, Aaron will be the point-of-contact for the City of Fort Bragg, and serve as the City Engineer when needed.

- Industry Experience 25 years | Lumos Tenure 2.5 years
- Licensure: Certified P.E. in CA #64384
- Education: BS, Civil Engineering, California Polytechnic State University, San Luis Obispo



Brian Harer | Quality Assurance & Control / Construction & Inspection Manager

Brian has 19 years of experience providing construction management and inspection services for public infrastructure projects delivered under state and federally funded programs. He has managed long-term, on-call construction assignments for public agencies, including more than a decade supporting RTC Washoe County's Preventive Maintenance Program, with direct responsibility for construction documentation and compliance consistent with Caltrans Local Assistance Procedures Manual (LAPM) requirements. Brian also led the construction observation and testing for the 2025 Pavement Rehabilitation for the City of Fort Bragg, providing familiarity with City standards, coordination procedures, and project delivery expectations. He brings strong working knowledge of Caltrans, ASTM, AASHTO, ACI, and Green Book standards and is certified as an ATSSA Traffic Control Supervisor. His experience includes roadway and pavement rehabilitation, utility improvements, and projects constructed under active traffic, environmental constraints, and seasonal construction limitations. Brian is known for clear communication, effective coordination with contractors and agencies, and maintaining quality, safety, and compliance while minimizing community impacts.

- Industry Experience 19 years | Lumos Tenure 19 years
- Licenses/Certifications: ATSSA, ACI, NAQTC #NV001110, OSHA/MSHA Certified



Judy Tortelli, P.E. | Transportation Lead

Judy brings 23 years of experience delivering roadway, bridge, and corridor improvement projects for the City of Fort Bragg, San Joaquin County, NDOT, the Regional Transportation Commission (RTC), and the City of Reno. As a senior project manager, she has led multimillion-dollar transportation projects from planning through construction, providing direct agency coordination and full accountability for scope, schedule, and budget performance. Judy currently serves as Project Manager for San Joaquin County's federally funded Grant Line Road Realignment and SR 26/Jack Tone Road Roundabout projects, where Lumos was selected to provide project management support services in accordance with Caltrans Local Assistance procedures. Judy consistently guides projects to completion on time and within budget. Her collaborative leadership style and technical insight enable public agencies to achieve critical infrastructure goals while advancing safety, connectivity, and long-term community value. Her experience overseeing design consultant performance, right-of-way certification, environmental compliance, and PS&E development positions her to effectively support the City of Fort Bragg assignments.

- Industry Experience 23 years | Lumos Tenure 1.5 years
- Licensure: Certified P.E. in CA #74903 & NV #20716
- Education: BS, Computer Science, University of Nevada, Reno



Ian Mahaffey, P.E. (NV/ID) | Stormwater Lead

Ian brings extensive experience in hydrologic and hydraulic analysis, storm drain master planning, and regional flood mitigation design. He has supported area drainage master plans and basin design projects throughout the Sierra region, including the Virginia City/Six Mile Canyon ADMP and the Johnson Lane Area Drainage Master Plan, where he contributed to conceptual mitigation alternatives, hydraulic modeling, cost estimating, and construction documentation.

His experience includes advanced 1D and 2D hydraulic modeling, CLOMR/LOMR documentation, detention basin and outlet structure design, culvert replacement projects, and storm drain system rehabilitation. Ian has supported drainage improvements for agencies including Douglas County, Carson City, and the City of South Lake Tahoe, addressing steep terrain, sediment transport, and floodplain constraints. He provides technical expertise in hydraulic modeling, drainage system evaluation, and constructible stormwater design to support roadway and public infrastructure projects.

- ◇ Industry Experience 8 years | Lumos Tenure 4 years
- ◇ Licensure: Certified P.E. in NV #29234 & ID #4171646
- ◇ Education: BS, Civil Engineering, University of Nevada, Reno



Dan Newton, P.E. (NV) | Water/Wastewater Lead

Dan brings years of rigorous technical design experience, especially in the field of water system booster pump stations and storage reservoirs. His experience spans full project lifecycles, including stakeholder coordination and the preparation of design documents that meet agency standards while staying efficient and cost-effective. As the primary designer on the Huckleberry Lift Station project, Dan demonstrated Lumos's ability to deliver detailed, constructible designs for critical utility infrastructure. His familiarity with the permitting process and ability to coordinate effectively with internal and external parties makes him well-suited to support the City of Fort Bragg's evolving priorities through responsive, high-quality on-call services.

- ◇ Industry Experience 10 years | Lumos Tenure 2 years
- ◇ Licensure: Certified P.E. in NV #28421
- ◇ Education: BS, Geological Engineering (Hydrogeology minor), University of Nevada, Reno



Mitch Burns, P.E., CEM | Geotechnical Manager

Mitch brings over 34 years of geotechnical engineering and materials testing experience supporting roadway, drainage, and public infrastructure projects throughout the Sierra region. He has served as geotechnical engineer and QA/QC lead for federally funded pavement rehabilitation, bridge, and roadway reconstruction projects, including the RTC Preventive Maintenance Program (2005–present) and the City of Fallon Court Street Reconstruction.

His expertise includes subsurface investigation, pavement section design, slope stability analysis, soil stabilization, geosynthetic reinforcement, and full-depth reclamation methods. Mitch oversees Lumos' AASHTO-certified materials laboratories and field testing operations, ensuring compliance with ASTM, AASHTO, and Caltrans-equivalent standards. He provides constructible geotechnical recommendations and construction-phase QA/QC oversight to support durable, cost-effective roadway and drainage improvements.

- ◇ Industry Experience 34 years | Lumos Tenure 20 years
- ◇ Licensure: Certified P.E. in CA #72704 & NV #15001 | Certified Environmental Manager in NV #2292
- ◇ Education: MS & BS, Civil Engineering, University of Nevada, Reno



Eric Hutchens, P.E. (NV) | Structural Engineering Oversight

Eric has over 31 years of Structural Engineering design and project management experience. He has worked on a multitude of projects, including single and multi-story commercial, industrial, institutional, medical, municipal, parking, religious, and residential structures. His design experience spans from civil engineering structures such as water/wastewater treatment facilities, to box culverts, manholes, and lift stations for sanitary sewers and stormwater management systems. Eric has worked with all building material types in diverse environments, including high wind and seismic areas, as well as international design projects in the Middle East.

- ◇ Industry Experience 31 years | Lumos Tenure 6 years
- ◇ Licensure: Certified P.E. in NV #26578
- ◇ Education: MS & BS, Civil Engineering, University of Nevada, Reno



Dustin Hayes, S.E., P.E. | Structural Engineer

Dustin is a licensed Structural Engineer with 25 years of experience providing structural engineering services for public facilities, educational campuses, commercial developments, multifamily housing, and community infrastructure projects throughout California. His experience includes structural design, seismic rehabilitation, tenant improvements, facility modernization, reconstruction projects, and accessibility upgrades for both public and private sector clients. Dustin regularly works with multidisciplinary teams, contractors, and public agencies to develop practical, cost-effective, and buildable structural solutions that align with project goals, schedules, and site constraints.

- ◇ Industry Experience 25 years | Lumos Tenure <1 year
- ◇ Licensure: Certified P.E. in CA #C677643, Certified S.E. in CA #S5897
- ◇ Education: BS, Civil Engineering, CSU Sacramento



Andrew Chafer, P.L.S., CFedS | Survey Project Manager

Andrew brings over 26 years of surveying experience supporting roadway, right-of-way, and public infrastructure projects across California and Nevada. As Survey Project Manager, he leads corridor mapping, boundary resolution, construction staking, and statutory map review for municipal and county agencies. His experience includes survey support for the Fort Bragg 2025 Pavement Rehabilitation Project, as well as right-of-way mapping and corridor improvement projects supporting roadway widening, utility coordination, and PS&E development. Andrew oversees projects from scoping through final deliverables, ensuring accurate mapping, right-of-way clarity, and seamless integration with civil design.

- ◇ Industry Experience 26 years | Lumos Tenure 3 years
- ◇ Licensed Professional Land Surveyor in CA #8005 & NV #23918 | CFedS #1208
- ◇ Education: Civil Engineering, San Jose State University



Mike Micheels, LEED AP, QSD/QSP | Development & Plan Review

Mike Micheels brings 42 years of civil engineering, development review, and project management experience supporting public agencies throughout California. His experience includes roadway and utility improvements, drainage and stormwater review, permitting coordination, construction administration, and plan review for public and private development projects. Mike regularly works with municipalities, developers, contractors, and utility agencies to develop practical, code-compliant solutions that align with agency standards and operational needs. He will support the City's development and plan review efforts and is also currently building a home in Fort Bragg, providing additional familiarity with the local community and coastal development considerations.

- ◇ Industry Experience 42 years | Lumos Tenure <1 year
- ◇ Licensure/Certifications: QSD/QSP #20717, CESSWI #1226, CPESC #6405

REFERENCES

City of Fort Bragg	Chantell O'Neal, Assistant Director 707.961.2823 ext. 133	
City of Point Arena	Paul Andersen, Assistant City Manager/City Clerk 707.882.2122	
City of Angels Camp	Chris O'Flinn, Public Works Superintendent 209.736.2412	
Washoe County RTC	Scott Gibson, Project Manager 775.335.1874	
Gardnerville Ranchos GID	Greg Reed, District Manager 775.265.2048	

SCOPE OF WORK

Approach to Working with the City of Fort Bragg

At Lumos & Associates, we understand that effective on-call engineering support is built on trust, responsiveness, and strong working relationships. Our team is not approaching this assignment as a new consultant learning the City's processes, we already have an established relationship with City staff and an understanding of the City's operational needs, priorities, and expectations. That familiarity allows us to respond quickly, communicate effectively, and provide support that is practical, efficient, and tailored to the City.

For a city like Fort Bragg, we understand the importance of having consultants who are accessible and easy to work with is just as important as technical expertise. Our goal is to function as a dependable extension of City staff by providing consistent support, timely communication, and solutions that help projects and day-to-day operations move forward smoothly.

Built on Existing Relationships

Through our experience working with the City, we have developed a strong understanding of Fort Bragg's infrastructure systems and Public Works operations. We value the relationships we have built with City staff and understand the importance of maintaining continuity, responsiveness, and trust in an on-call role.

Because we are already familiar with the City's standards, procedures, and priorities, our team can integrate seamlessly into ongoing efforts without a lengthy learning curve. This familiarity allows us to provide efficient support while minimizing administrative burden on staff.



Responsive & Practical Support

We know that on-call assignments often require quick turnaround times, flexibility, and direct coordination with City staff. Our team is committed to being available and responsive when issues arise, whether related to capital projects, development review, infrastructure concerns, grant-funded work, or emergency response support.

Our approach includes:

- Clear communication and direct access to senior staff
- Timely responses to City requests and operational needs
- Scalable staffing based on project complexity and workload
- Practical, cost-conscious solutions tailored to the City's needs
- Coordination that supports staff efficiency rather than adding complexity

We understand that smaller cities rely heavily on trusted consultants to supplement staff capacity, and we take that responsibility seriously.

Organized Project & Task Order Management

Lumos uses a straightforward and collaborative project management approach for every task order. At the start of each assignment, we work with City staff to establish a clear scope, schedule, budget, deliverables, and communication plan. This helps ensure expectations are aligned and projects remain organized and manageable from start to finish.

Our team provides:

- Consistent project tracking and coordination
- Regular status updates as needed
- Defined points of contact for efficient communication
- Fast mobilization for urgent assignments or emergencies
- Careful management of budgets, schedules, and deliverables

Because we understand the City's workflow and operational structure, we are able to adapt our level of involvement to best support staff and project priorities.

Full-Service Technical Support

Lumos offers multidisciplinary engineering and surveying expertise that aligns directly with the City's anticipated needs, including:

- Civil engineering and infrastructure improvements
- Transportation, drainage, utility, and street projects
- Structural review and coordination
- Surveying and GIS support
- Development review and plan checking
- Boundary line adjustments and Certificates of Compliance
- Acting City Engineer and Acting City Surveyor services



When specialized environmental services are required, Lumos will coordinate with qualified environmental subconsultants to provide the City with the appropriate technical expertise and regulatory support. This approach allows the City to access specialized resources when needed while maintaining a single, coordinated point of contact through our team.

Our ability to manage and coordinate a broad range of services through one team helps streamline communication, maintain continuity across assignments, and provide efficient support tailored to the City's needs.

Quality, Accountability, Partnership

We take pride in producing work that is accurate, reliable, and responsive to City expectations. Every deliverable undergoes internal quality review to maintain consistency and minimize revisions. Just as importantly, we remain engaged throughout the process—working collaboratively with staff, responding to feedback, and helping resolve issues efficiently.

Fort Bragg is more than a client to us, it is a community we are committed to supporting over the long term. We value the relationship we have built with the City and look forward to continuing to provide dependable, responsive engineering and surveying services that help staff meet both day-to-day operational needs and long-term community goals.

BUDGET & SCHEDULE OF CHARGES

Engineering	Per Hour
Director	$350
Group Manager	330
Project / Senior Project Manager	280/300
Staff / Project / Senior Hydrogeologist	225/235/255
Staff / Project / Senior Engineer	230/240/260
Project / Senior / Lead Project Coordinator	220/230/250
Project Designer I / II / III / IV / V	125/165/185/200/210
Structural Drafter I / II / III / IV / V	120/160/180/195/205
Hydrogeologist Tech I / II / III / IV / V	120/160/180/195/205
Construction	**Per Hour**
Director	$350
Group Manager	330
Assistant / Project / Senior Project Manager	250/280/300
Project / Senior Geotechnical Engineer	240/255
Construction Services Supervisor / Engineer	205/220
Project / Senior Project Coordinator	220/230
Geotechnician	195
Inspector / Senior Inspector (includes nuclear gauge)	185/200
Construction Technician I / II / III / IV	150/160/170/180
Materials Technician I / II / III / IV (includes nuclear gauge)	120/150/160/170
Surveying	**Per Hour**
Director	$350
Group Manager	330
Assistant / Project / Senior Project Manager	250/280/300
Associate / Staff / Project / Senior Surveyor	220/230/240/255
Project / Senior Project Coordinator	220/230
Photogrammetrist / Photogrammetry Manager	175/230
GIS Analyst	175
Surveying Technician I / II / III / IV/ V	125/165/185/195/205
Party Chief / Sr. Party Chief	220/240
Administrative & Other Services	**Per Hour**
Administrative Support	$135
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request or as required.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2026. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

CA

ENGINEERING

KEY PERSONEL	TITLE / DESCRIPTION
Director	Provides technical leadership and quality oversight for structural engineering services, including complex infrastructure, facility improvements, and multidisciplinary project coordination.
Group Manager	Oversees project delivery, staffing, schedules, budgets, and client coordination for engineering teams and municipal projects.
Sr. Project Manager	Oversees complex, multi-discipline projects while providing technical leadership, QA/QC oversight, and client management.
Project Manager	Leads day-to-day project coordination, client communication, budgeting, scheduling, and delivery of engineering projects.
Sr. Engineer	Advanced licensed engineer who leads technical design, oversees complex project components, stamps deliverables, manages staff, supports project budgets, and serves as a senior technical and client-facing resource.
Project Engineer	Licensed engineer who independently manages more complex technical assignments, supports project management and client coordination, mentors staff, and may take responsible charge on smaller or less complex projects.
Staff Engineer	Newly licensed professional engineer who performs engineering design, reports, calculations, modeling, and project task management with growing responsibility for mentoring and client/project coordination.
Lead Project Coordinator	Senior coordination and leadership role that oversees complex project coordination, supports scopes and budgets, leads meetings, mentors coordination staff, and helps manage small-to-medium projects.
Sr. Project Coordinator	Advanced project coordination role that independently manages schedules, documentation, team coordination, client communication, and portions of project budgets with limited oversight.
Project Coordinator	Project support role focused on schedules, documentation, meeting coordination, budgets, deliverables, and keeping small to mid-sized project tasks organized and moving forward.
Project Designer V	Senior-level designer who leads CAD/design production on mid to large projects, prepares advanced technical deliverables, reviews work, and serves as a key resource for design workflow and quality.
Project Designer IV	Experienced designer who translates technical concepts into complete design drawings and deliverables, manages more complex tasks, and begins mentoring less experienced staff.
Project Designer III	Intermediate designer who works more independently on small projects or portions of larger projects, applying standard design procedures and judgment to routine and non-routine assignments.
Project Designer II	Developing designer who can independently complete routine drafting, data collection, permit support, and basic design tasks while continuing to build CAD/Civil 3D proficiency.
Project Designer I	Entry-level technical support role focused on learning engineering design fundamentals, assisting with drafting, calculations, reports, permitting, and project documentation under close supervision.

CONSTRUCTION

KEY PERSONEL	TITLE / DESCRIPTION
Director	Provides technical leadership and quality oversight for structural engineering services, including complex infrastructure, facility improvements, and multidisciplinary project coordination.
Group Manager	Oversees project delivery, staffing, schedules, budgets, and client coordination for construction teams and municipal projects.
Sr. Project Manager	Senior construction leadership role responsible for managing projects from start to finish, overseeing staff, budgets, client relationships, technical quality, business development, and overall project success.
Project Manager	Leads day-to-day project coordination, client communication, budgeting, scheduling, and delivery of construction projects.
Sr. Geotechnical Engineer	Advanced-level geotechnical role who leads geotechnical investigations, evaluates soil and rock conditions, develops engineering recommendations, supports project delivery, and provides technical guidance to project teams and junior staff.
Project Geotechnical Engineer	Professional-level geotechnical role responsible for planning investigations, analyzing soil and rock conditions, preparing technical recommendations, supporting project management, and mentoring junior staff.
Sr. Project Coordinator	Advanced construction project coordination role that independently manages schedules, documentation, team coordination, client communication, and portions of project budgets with limited oversight.
Project Coordinator	Construction project support role that coordinates schedules, meetings, documentation, submittals, RFIs, pay requests, inspections, materials testing, and owner/agency communication.
Geotechnician	Advanced field and lab support role focused on geotechnical sampling, testing, site investigations, report support, safety documentation, and technical review of materials testing work.
Sr. Inspector	Senior inspection role that leads inspection activities on larger or more complex projects, mentors inspectors and technicians, resolves field issues, and ensures compliance with codes, plans, and specifications.
Inspector	Experienced inspection role responsible for independently observing construction work, documenting compliance, coordinating with contractors and project teams, and verifying quality and safety requirements.
Construction Technician IV	Advanced construction technician who performs higher-level construction support, interprets plans and specifications, coordinates with project stakeholders, and mentors less experienced staff.
Construction Technician III	Intermediate construction technician who works independently on small projects or portions of larger projects, applying standard procedures to inspection, documentation, bid support, and construction coordination.
Construction Technician II	Developing construction technician who independently completes routine construction administration, field testing, documentation, quantity tracking, and project coordination tasks.
Construction Technician I	Entry-level construction support role focused on learning basic inspection, documentation, materials testing, quantity tracking, and construction administration tasks.
Materials Technician IV	Advanced materials technician who independently handles complex testing, data analysis, equipment calibration, reporting, and mentoring while ensuring results meet project specifications and industry standards.
Materials Technician III	Intermediate materials technician who performs more complex testing and inspections, verifies data accuracy, prepares reports, and helps guide less experienced staff on technical tasks.
Materials Technician II	Developing materials technician who independently performs routine field and laboratory testing, documents results, communicates findings, and maintains testing equipment with support from experienced staff.
Materials Technician I	Entry-level materials testing role focused on learning basic field and lab testing for soils, aggregates, concrete, and asphalt while following established procedures under close guidance.

SURVEYING

KEY PERSONEL	TITLE / DESCRIPTION
Director	Provides technical leadership and quality oversight for structural engineering services, including complex infrastructure, facility improvements, and multidisciplinary project coordination.
Group Manager	Oversees project delivery, staffing, schedules, budgets, and client coordination for surveying teams and municipal projects.
Sr. Project Manager	Oversees complex, multi-discipline projects while providing technical leadership, QA/QC oversight, and client management.
Project Manager	Leads day-to-day project coordination, client communication, budgeting, scheduling, and delivery of surveying projects.
Sr. Surveyor	Senior licensed surveyor who oversees complex survey projects, reviews and stamps deliverables, manages staff, supports budgets and proposals, and serves as a senior technical and client-facing resource.
Project Surveyor	Licensed surveyor who independently performs professional survey work, oversees technical deliverables, supports project schedules and budgets, and provides direction to technicians and field crews.
Associate Surveyor	Newly licensed professional surveyor who leads field-to-finish survey work, oversees office and field data, mentors survey staff, and begins taking on client coordination and project management responsibilities.
Sr. Project Coordinator	Advanced survey coordination role that independently manages project schedules, proposals, budgets, field planning, research, deliverables, QA/QC, and direct client communication.
Project Coordinator	Survey project support role that coordinates schedules, budgets, crew assignments, research, documentation, QA/QC, and communication between project managers, field crews, office staff, and clients.
Photogrammetrist	Specialized geospatial role that transforms aerial imagery, LiDAR, and UAS data into accurate maps, orthophotos, elevation models, point clouds, and other survey-ready spatial deliverables.
GIS Analyst	Technical GIS role focused on managing, analyzing, mapping, and presenting spatial data to support surveying, planning, design, and client geospatial needs.
Surveying Technician V	Senior survey technician who leads field-to-finish survey work, manages field and office data, supports client and project coordination, and serves as a key technical resource for the survey team.
Surveying Technician IV	Experienced survey technician who helps lead field and office work, coordinates crews, performs higher-level calculations, prepares survey deliverables, and mentors less experienced staff.
Surveying Technician III	Intermediate survey technician who works more independently in the field and office, supporting survey crews with advanced calculations, drafting, data processing, and quality control.
Surveying Technician II	Developing survey technician who performs routine field and office survey work, operates survey equipment, processes field data, and assists with basic calculations and CAD/GIS deliverables.
Surveying Technician I	Entry-level survey support role focused on assisting field crews with equipment setup, basic data collection, field notes, and learning survey procedures under close guidance.
Sr. Party Chief	Advanced field leadership role responsible for managing survey crews, overseeing complex fieldwork, troubleshooting field issues, ensuring data accuracy, and keeping field operations on schedule.

AVAILABILITY & WORKLOAD CAPACITY

Lumos understands that responsiveness is one of the most important aspects of a successful on-call relationship. Because much of our proposed team is already actively supporting the City of Fort Bragg, we are familiar with City staff, procedures, infrastructure systems, and project priorities, allowing us to respond quickly and efficiently when needs arise.

Our team is committed to returning calls and emails within 24 hours, maintaining agreed-upon schedules for deliverables, and providing proactive communication throughout each assignment. With staff located throughout Northern California and Nevada, including personnel already regularly traveling to Fort Bragg for ongoing work, Lumos can often provide onsite support as soon as the next day when urgent issues arise. We also consolidate meetings and site visits whenever possible to minimize travel-related costs and maximize efficiency for the City.

KEY PERSONEL	ROLE FOR FORT BRAGG	AVAILABILITY
Aaron Brusatori ***Group Manager***	Contract/Project Manager City Engineer	50%
Brian Harer ***Group Manager***	QA/QC Construction & Inspection Manager	35%
Judy Tortelli ***Sr. Project Manager***	Transportation Lead	35%
Ian Mahaffey ***Sr. Engineer***	Stormwater Lead	30%
Dan Newton ***Sr. Engineer***	Water/Wastewater Lead	30%
Mitch Burns ***Group Manager***	Geotechnical Manager	25%
Eric Hutchens ***Division Director***	Structural Oversight	30%
Dustin Hayes ***Sr. Structural Engineer***	Structural Lead	40%
Andrew Chafer ***Project Manager***	Survey Manager City Surveyor	45%
Mike Micheels ***Project Manager***	Plan & Development Review	40%

INSURANCE

Lumos & Associates maintains all insurance coverages required under the City of Fort Bragg's Professional Services Agreement, including Commercial General Liability, Automobile Liability, Workers' Compensation, and Professional Liability coverage. Certificates of Insurance and required endorsements will be provided upon contract award. All insurance-related costs are included in our proposed rates and fee schedule.

CONSULTANT AGREEMENT

Lumos & Associates has reviewed the City of Fort Bragg's standard Professional Services Agreement and anticipates being able to execute the agreement substantially as written, subject to standard review by counsel and insurance providers if necessary.

Build for people. Work with purpose. Design to last.

LUMOS
& ASSOCIATES

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Proposal for:

On-Call Engineering and Surveying Services





Brelje & Race
CONSULTING ENGINEERS

Prepared for:
City of Fort Bragg
Public Works Department

May 29, 2026

Over 70 Years of Excellence, Innovation and Integrity



1954
Brelje & Race Consulting Engineers is formed in Santa Rosa



1960s
Engineering design services for The Sea Ranch and Oakmont



1970s
Cloverdale Treatment Plant and Christian Life Center, now the Luther Burbank Center for the Arts



1980s
Airport Business Center and Expansion of Airport Treatment Plant and Disposal Field



1990s
Advanced Wastewater Treatment and Recycled Water System for the Town of Windsor



2000s
Numerous capital projects for Santa Rosa Junior College



2010s
Large scale landmark projects such as the new AmericanAg Credit Campus and Sutter Santa Rosa Regional Hospital



2020s
Major projects expanding and upgrading essential public infrastructure, ensuring a bright future for Sonoma County.

Brelje & Race
CONSULTING ENGINEERS

May 29, 2026

Chantell O'Neal
Assistant Director of Engineering
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

Subject: Proposal for On-Call Engineering & Surveying Services
B&R Project No. 5070.00

Dear Ms. O'Neal,

Brelje & Race Consulting Engineers is pleased to submit this proposal to the City of Fort Bragg in response to the City's Request for Proposals (RFP) to provide on-call engineering and land surveying services for various projects. With a complex network of public facilities and infrastructure and limited staff and financial resources, the City needs an engineering partner that can provide comprehensive services efficiently, accurately, and on time. Brelje & Race offers the City local experience and technical expertise from a creative team that excels in a wide array of civil engineering, land surveying, and environmental and regulatory compliance services.

Brelje & Race has extensive experience providing professional civil engineering and land surveying services to municipal clients throughout the North Coast region. Our proposed team brings experience as Acting District Engineer for several local water and wastewater districts, as well as providing peer review, plan check, and consulting civil design services to clients including the County of Sonoma and the Cities of Rohnert Park, Santa Rosa, and Petaluma. The stability of our firm, combined with the knowledge gained from over 70 years of local project work, ensures that the City will always receive responsive, dependable, and high-quality professional service from our team.

I will serve as the Principal-in-Charge for all City projects assigned to Brelje & Race under the Master Services Agreement. By having a consistent and familiar point of contact, we find we are able to provide our clients with the highest level of service. However, if I am unable to fulfill that role, please be assured that the entire Brelje & Race management staff have extensive engineering design and project management experience and will step in as necessary.

Brelje & Race proposes no exceptions to the indemnification, insurance, or other terms of the City's standard professional services agreement. Should you have any questions or require further information regarding our qualifications, please feel free to contact me at (707) 636-3740 or jeane@brce.com. I want to thank you for the opportunity to submit our qualifications to the City for professional engineering services. Our team is available to commence work immediately and we look forward to hearing from you.

Very truly yours,

BRELJE & RACE

M. Sean Jeane, P.E.
Senior Principal

enc.

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Section A

Firm Description

Brelje & Race Consulting Engineers is a multi-disciplined firm offering a broad range of civil engineering planning and design, construction management, environmental permitting and land surveying services. Since our founding in Santa Rosa in 1954, we've earned a reputation as a leading civil engineering firm in the North Bay through our high-quality technical work and outstanding client service. A broad mix of clients and projects and our long history of service in the area have allowed Brelje & Race to develop a unique understanding of the issues involved in developing and completing successful projects in an environment of competing interests and robust regulatory oversight.

Brelje & Race operates out of a single office in Santa Rosa and is a S-Corporation registered in California. Our staff presently includes 14 professional engineers, two professional land surveyors, an environmental planning and permitting specialist, a Qualified Stormwater Developer and Practitioner (QSD/QSP), and a supporting group of CAD technicians, EIT-credentialed engineering technicians, construction inspectors, and clerical personnel. The organization is extremely stable - most of the key members of our firm have been with us for over fifteen years.

Brelje & Race has built its well-deserved reputation through practical application of sound engineering principles and professional service. We also stay abreast of the latest developments in the industry and have the staff and expertise to successfully complete any project. Several of our senior engineering staff possess extensive experience in the design, permitting, and construction management of new facility construction, utility replacement and rehabilitation projects, and roadway and other infrastructure improvement projects. For seven decades our firm has provided these services to municipalities and local agencies throughout the North Coast.

Our professional culture strongly supports in-house consultations and peer review. Sharing information and collaboration are mainstays that have provided efficient and cost-effective design solutions, and addressed unique circumstances during construction. While specific individuals will be slated for specific project tasks, Brelje & Race's significant depth of experience will be fully employed for City of Fort Bragg (City) on all projects.

Our objective is to provide the City with superior quality service and technically competent solutions. Brelje & Race will achieve that objective through application of the following fundamental concepts:

- Maintain great working relationships and open lines of communication with City staff
- Assemble the best team for every project
- Build upon past accomplishments and experience
- See every project through to successful completion

Primary Contact:
M. Sean Jeane, P.E., Senior Principal
707-636-3740, jeane@brce.com

Brelje & Race
CONSULTING ENGINEERS

Established 1954 Santa Rosa, CA

Over **35** employees

Based in one **Sonoma County** office

14 professional engineers

2 professional land surveyors



The Brelje & Race team is based in a single office near the Sonoma County Airport.

Section B

Relevant Experience and References

The following section provides references for clients for whom Brelje & Race has provided services similar to those sought by the City. Under each client listing, are a detailed description of a select project and a brief listing of other representative projects. We encourage you to contact our references to gain additional insight into the superior quality of service that Brelje & Race provides to all of our clients.

City of Rohnert Park

Water Storage Tank 8, Dual Pipelines and Multi-Use Access Road

The City embarked on the construction of a new water storage tank to meet growing demand from a major new housing development. Brelje & Race assisted the City with negotiating the project scope required to build the tank with the developer. Brelje & Race then provided peer review of original designs, design services for site plan alterations and construction management for the installation of the 900,000-gallon welded steel water storage tank, half-mile underground dual 12-inch and 16-inch water pipelines, half-mile combination access road and multi-use path with a Contech steel and concrete vehicular bridge and 300 ft long by 22 ft tall soil nail retaining wall. Initial site redesign allowed for future construction of a second water tank on site. Subsequent redesigns responded to site constraints that emerged during construction, realigning the access road/path and other improvements around protected resources. Brelje & Race provided construction management and inspection services that kept the project on track while navigating complex requirements around protected cultural resources and bridge construction over jurisdictional wetlands.



FEE
Design and CM/Inspection: $1.12 million ($250,000 in subconsultants)

DATES
2018-2020

CONSTRUCTION COST
Estimate: $4.35 million (by others)
Actual: $6.39 million

PROJECT TEAM
Sean Jeane – Principal-in-Charge and Construction Manager
George Potter – Resident Engineer / Construction Inspector
Benjamin Bryant – Design Engineer
Brennen Urbanek – Engineering Technician

KEY PROJECT ELEMENTS

- Engineering Design
- Peer Review
- Environmental Consulting
- Construction Management
- Construction Inspection
- Land Surveying

REFERENCES

Mark Henderson, Public Works Director
City of Rohnert Park
600 Enterprise Drive, Rohnert Park, CA 94928
(707) 588-3316, mhenderson@rpcity.org

Justin Brandt, Deputy City Engineer
City of Rohnert Park
600 Enterprise Drive, Rohnert Park, CA 94928
(707) 588-2252, jbrandt@rpcity.org

Additional project experience for the City of Rohnert Park includes (listed in alphabetical order):

- Sidewalk & Driveway Replacement, 2019-2020
- Rohnert Park Tank 9 Site Development, Design 2021-2022, Construction Management 2022-2024
- SE Specific Plan Area Water Transmission Main, 2018-2020
- Sewer Interceptor Outfall Rehab - Ph. I-II Construction Management, 2020-2023
- SOMO Village Area Modeling - Phase I 2020, Phase II 2024
- SSU Trunk Sewer Rehabilitation, 2019-2021
- Stadium Lands Specific Plan Area Pressure Analysis, 2022
- Trail to Crane Creek Regional Park, Design 2017-2022, Construction Management 2022-current
- Valve Exercise and Flushing Program, 2017-2018
- Wet Well Lining Construction Management, 2018-2019
- Well Facility Assessments & Design, 2020-2023

City of Santa Rosa

Cobblestone Drive Zone R2 to R4 Water Main Connection

Brelje & Race was selected to design an intertie between water system pressure zones R2 and R4 to correct sub-optimal fire protection water flows. A new 10-inch HDPE intertie pipeline spanned approximately 1,100 LF between Tillmont Way and Cobblestone Drive through an easement across a private corporate campus. A new PRV station was installed before the tie-in to maintain separate pressure zones. In addition, in order to isolate the Cobblestone Drive neighborhood water system to create a new pressure zone, approximately 174 LF of 8" diameter PVC water pipe was installed near the southern end of the Cobblestone Drive loop.

Brelje & Race evaluated two alternative alignments for the intertie and prepared construction documents for the preferred alignment. Brelje & Race also led environmental compliance, coordinating biological and cultural resource consultants, and preparing an Initial Study/Mitigated Negative Declaration as required under CEQA. Our team developed exhibits to support the right-of-way acquisition process and provided limited construction administration services.



FEE
$205,191

DATES
2017-2024

CONSTRUCTION COST
Estimate: $566,230
Actual: $523,132

PROJECT TEAM
Dave Coleman – Prinicpal-in-Charge
Dyanna Stetina – Project Manager
Ben Bryant – Design Engineer
Justin Witt – Environmental Planner

SERVICE CATEGORIES

- Engineering Design Services
- Planning & Asset Management
- CEQA Compliance
- Environmental Consulting Services
- Construction Administration
- Land Surveying

OTHER CLIENT REFERENCES

Sara Kozol, Supervising Engineer
City of Santa Rosa
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-3866, skozol@srcity.org

Tracy Duenas, Supervising Engineer
City of Santa Rosa
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-3952, tduenas@srcity.org

Gregory Mariscal, Supervising Engineer
City of Santa Rosa
69 Stony Circle, Santa Rosa, CA 95401
(707) 543-3832, gmariscal@srcity.org

Mike Prinz, Deputy Director – Operations
City of Santa Rosa Subregional Operations
4300 Llano Road, Santa Rosa, CA 95407
(707) 543-3876, mprinz@srcity.org

Additional project experience for the City of Santa Rosa includes (listed in alphabetical order):

- Albany, Clement, and Malano Sewer & Water Replacement, 2021-2024
- Alvarado Avenue & Mt Olive Water & Sewer Replacement, 2017-2020
- B St. Traffic Slurry Seal & Turn Pocket, 2021-current Backup Generators for Water & Wastewater Facilities, 2020-current
- Calistoga Road Reconstruction and Utility Replacement, 2021-current



Temporary Bypass Pumping for the City of Santa Rosa Crosstown Trunk Sewer Replacement



City of Santa Rosa New Backup Generator



City of Santa Rosa Slater and Lewrosa Sewer & Water Replacement

- Cobblestone Drive Zone R2-R4 Connection, 2017-2024
- Country Manor Lift Station Replacement, 2023-current
- Crosstown Trunk Sewer Replacement (3 Segments), 2020-2023
- CSR Reclamation Pump Station Building Replacement, 2024-current
- Delta Pond and Pond 2 Inundation Mapping and Emergency Action Plans, 2018-2020
- Dotti Farm Recycled Water Main Improvements, 2019-2024
- Evaluation & Assessment of Recycled Water Discharge Infrastructure, 2021-current
- Fulton Rd Lift Station 11 Relocation, 2025-current
- Fulton Road Sewer Crossing at Santa Rosa Creek, 2018-current
- Geysers-Delta Connection Improvements, Design 2017-2022, Construction Management 2022-current
- Grosse Avenue Sewer and Water Replacement Construction Management, 2019-2021
- Lake Ralphine & Fountaingrove Inundation Mapping and Emergency Action Plans, 2021-2023
- Laguna Treatment Plant Potable Water Improvements, 2023-current
- Llano Trunk Rehab Phase 1 Peer Review, 2025
- LTP Filter Valves & Actuators Replacement, 2021-current
- Meyers Dr Sewer & Water Improvements, 2025-current
- Pump Station 1 Retaining Wall Improvements, 2023-2024
- Pump Station 9 Electrical Upgrades, 2022-current
  R3 Antenna Mast, 2022-2024
- R5 Replacement Evaluation, 2023-current
- R7 Tank Concerns, 2023-current
- Rock Creek & Matanzas Water Main Replacement, 2020-current
- S3 Pump Station Improvements, 2013-2020
- S3 to R3 Telemetry Conduit, 2023-2024
- Santa Rosa Creek Trail Dutton Avenue Access, 2021-current
- Slater and Lewrosa Sewer and Water Construction Inspection, 2021-2023
- Slope Protection for Ponds B, C, D and Delta Pond, Design 2016-2019, Construction Management 2019-2021
- Spring Creek Sewer Crossing Relocation, 2024-current
- Spring Lake Lift Station Improvements, 2014-2020
  SWLID Design Example, 2022-2024
- Tank & Pump Station Seismic Upgrades, Phase 5, 2020-current
- Traffic Signalization at Hearn & Burbank CEQA Review, 2022-current
- Water Station 4 Facility Assessment, 2021-current
- West College Wet Weather Emergency Pumps, design 2019-2022, Construction Management, 2022-2024
- WRP Flood Protection Design, 2017-current

City of Petaluma

Manor Lane Tank Rehabilitation

The City engaged Brelje & Race to provide engineering design services for the rehabilitation of the 2.0 MG water storage tank on Manor Lane. Erected in 1990, welded steel tank's coating system had exceeded its useful life and showed signs of corrosion and deterioration. Brelje & Race conducted a visual inspection and prepared a technical memorandum detailing the tank conditions and recommended improvements. Brelje & Race also coordinated inspection and recommendations from tank seismic specialist Joe Engel. Brelje & Race prepared plans, specifications, and estimates for complete rehabilitation, including interior and exterior recoating, replacement or removal of degraded appurtenances and controls, and structural and electrical improvements to comply with current building code standards.

SERVICE CATEGORIES

- Engineering Design Services
- Construction Management
- Construction Inspection

Additional project experience for the City of Petaluma includes (listed in alphabetical order):

- Hardin Tank Rehabilitation, Design 2022-2024, Construction Management 2024-current
- Oak Hill Tank Evaluation, 2015-2016
- Paula Lane Tank Rehabilitation, Design 2014-2016, Construction Management 2016-2017
- Petaluma Airport Runway Drainage Improvements, 2023-current
- Petaluma Sports Complex Drainage Improvements, 2023-current



FEE
$87,500

DATES
Evaluation: 2017.
Design: 2020 to 2021.
Construction: 2022.

CONSTRUCTION COST
Estimate: $1,100,000
Actual: $1,347,440

PROJECT TEAM
Sean Jeane – Principal-in-Charge and Project Manager
George Potter – Design Engineer

REFERENCES

Jonathan Sanglerat, Engineering/CIP Manager
City of Petaluma
202 N McDowell Blvd, Petaluma, CA 94954
(707) 778-4355, jsanglerat@cityofpetaluma.org

Dan Herrera, Senior Civil Engineer
City of Petaluma
202 N McDowell Blvd, Petaluma, CA 94954
(707) 778-4589, DHerrera@cityofpetaluma.org



City of Petaluma Paula Lane Tank Rehabilitation



City of Petaluma Hardin Tank Rehabilitation

Sonoma County Water Agency (Sonoma Water)

Washington and Todd Creek Channels Retaining Wall Evaluation

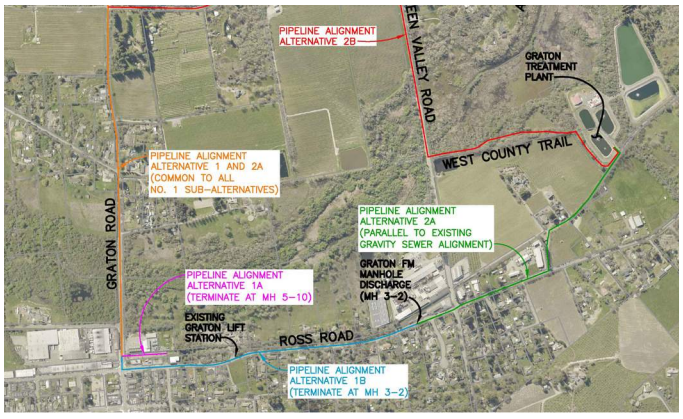
The Agency engaged Brelje & Race to evaluate failing retaining walls at two locations: the Todd Creek Channel in Santa Rosa and the Washington Creek Channel in Petaluma. For each Brelje & Race conducted a background document review and prepared a preliminary engineering report summarizing initial conclusions, environmental and permitting concerns, and recommended potential repairs. An engineer's estimate of probable construction costs for recommended repairs and recommended budgets for further investigations and design efforts provided the Agency with a project roadmap to address urgent conditions.

SERVICE CATEGORIES

- Engineering Design Services
- Planning & Asset Management

Additional project experience for Sonoma Water includes (listed in alphabetical order):

- Channel Drive Bridge Repair, 2021-current
- Monte Rio & Villa Grande Wastewater Treatment Study, 2021-current
- OCSD to Graton Feasibility Study, 2020-2022
- Inundation Mapping and Emergency Action Plans, 2020-2022
- River Diversion Structure Modernization, 2022-current
- Todd Channel Retaining Wall Repairs, 2023-current



Detail of alignment alternatives identified as part of the Occidental to Graton Wastewater Pipeline Feasibility Study.



The replacement retaining wall on the Washington Creek Channel.

FEE
$32,729

DATES
2023-2024

CONSTRUCTION COST
Estimate: $980,000 (Washington Creek Channel)
Actual: Not Available

PROJECT TEAM
Ben Bryant – Principal-in-Charge and Project Manager
Kevin Scalabrini – Design Engineer
RGH Consultants
ZFA Structural Engineers

REFERENCES

Alex Bodulow, Water Agency Engineer III
Sonoma Water
404 Aviation Blvd, Santa Rosa, CA 95403
(707) 806-8270, Alex.Bodulow@scwa.ca.gov

Dale Roberts, Principal Engineer
Sonoma Water
404 Aviation Blvd, Santa Rosa, CA 95403
(707) 547-1979, dale.roberts@scwa.ca.gov

Brelje & Race has extensive experience assisting local municipal clients under on-call service agreements. Our firm currently provides engineering design services for numerous local agencies on an on-call basis, including the following:

- *City of Santa Rosa*
- *City of Rohnert Park*
- *City of Cotati*
- *City of Healdsburg*
- *Town of Windsor*
- *Sonoma County Water Agency*
- *Sonoma County Public Infrastructure*
- *Sonoma County Regional Parks Deparment*

Town of Windsor

Brelje & Race has provided engineering design and construction management services to the Town of Windsor for the past 40 years. We have emphasized a high level of professional standards and service to our Client over these years.

Brelje & Race completed comprehensive Master Plans for the Town of Windsor in 1989 and in 2001, initiating the conversion of the wastewater treatment plant from secondary to tertiary, the creation of 80 million gallons of additional effluent storage, a significant change in the discharge location, and construction of an extensive recycled water irrigation system. EIRs on both of the Master Plans were certified, and the plans were used as a roadmap to develop the treatment plant and recycled water system. During that period the Town nearly tripled in size. The treatment plant, storage, discharge and recycled water irrigation systems, all designed by Brelje & Race, have proven to be very reliable; discharge violations are virtually nonexistent. Facilities include UV light disinfection, which has eliminated the requirement for chlorine disinfection, resulting in a safer working environment for operations staff and an effluent that is free of trihalomethanes (THMs). Brelje & Race has prepared several Reports of Waste Discharge and negotiated discharge permits with the Regional Board on behalf of the Town. Preliminary design reports were prepared for conversion of aerated ponds to extended air activated sludge. The report included an in-depth review of sequencing batch reactors and oxidation ditch technology; filter pilot testing and selection; selection of biosolids treatment and disposal alternatives; and comparison of disinfection alternatives. Engineering reports complying with the requirements of Title 22 were prepared for certification of the UV light disinfection system by the State Health Department and for the recycled water system.

Windsor's wastewater treatment plant features flow equalization, automatic screening and grit removal, Biolac extended air activated sludge treatment with nitrogen removal, diurnal flow equalization, deep circular secondary clarifiers, chemical addition and flocculation facilities, tertiary clarifiers, continuous backwash moving bed upflow DynaSand filters and UV light disinfection. Brelje & Race designed the Town's 80 million gallon effluent storage Pond No.7 and four effluent pump stations. Pressure control at the pump stations and in different distribution systems is achieved variously through a gravity surge control tank, large hydropneumatic tanks, and variable frequency drive pumping. An extensive recycled distribution system including more than 5 miles of 20-inch diameter pipe supplies water to more than 1400 acres of varied rural and urban uses.

Pond 5 Berm Repair

Constructed in 1971, Pond 5 holds 10% of the Town wastewater treatment plant's total effluent capacity and prevents the discharge of up to 14.4 MG of wet weather flows on an annual basis. In 2019 a leak was observed on the east embankment of Pond 5. Considering several preliminary design alternatives, Brelje & Race determined that most cost-effective solution would be to install 1,400 LF of bentonite enhanced soil liner along the east and west berms. This was accomplished through excavation of existing slope protection and interior embankment soils, refilling with a mix of the exiting soil and bentonite, compacting the backfill, and replacement of the rock slope protection.

Brelje & Race prepared plans, specifications, and estimates for the improvements, assisted with bidding, and provided construction management and inspection. Brelje & Race ushered the project through an accelerated schedule to ensure construction was complete before the start of the winter rainy season.



FEE
$210,700

DATES
March to September, 2020

CONSTRUCTION COST
Estimate: $650,713
Actual: $672,445

PROJECT TEAM
Dave Coleman – Principal-in-Charge and Project Manager
Ben Bryant – Design Engineer
George Potter – Resident Engineer.

SERVICE CATEGORIES

- Engineering Design Services
- Construction Management
- Construction Inspection
- Land Surveying



Town of Windsor Wastewater Treatment UV Replacement



Aerial View of the Town of Windsor Wastewater Treatment Plant

Additional project experience for the Town of Windsor includes (listed in alphabetical order):

- Biosolids Monitoring, 2018-2020
- Blower Building Ventilation and Access Improvements, 2018-2022
- CSA-31 Pump Station Rehabilitation, 2021-current
- Pond 10 Leak Repair, 2019-2020
- Recycled Water Master Plan, 2019-2020
- Recycled Water Storage & Outfall Assessment, 2021-2023
- Recycled Water Transfer Improvements CM & Inspection, 2022-current
- Recycled Water & Wastewater Storage Ponds & Discharge Evaluation, 2023-current
- UV System Replacement, 2021-2025
- Water Reclamation Plant AWT Clarifier No. 1 & 2 Rehabilitation, Design 2019-2020, Construction Management 2020-2022

REFERENCES

Dave Ernst, Wastewater Treatment Superintendent
Town of Windsor
8400 Windsor Road, Bldg 100, Windsor, CA 95492
(707) 838-5328, dernst@townofwindsor.ca.gov

Carl Euphrat, Deputy Director of Engineering
Town of Windsor
8400 Windsor Road, Bldg 100, Windsor, CA 95492
(707) 838-1195, ceuphrat@townofwindsor.com

Garrett Broughton, Associate Civil Engineer
Town of Windsor
8400 Windsor Road, Bldg 100, Windsor, CA 95492
(707) 838-1211, gbroughton@townofwindsor.ca.gov



Town of Windsor Wastewater Pond 10 Leak Repair



Town of Windsor AWT Clarifier No. 1 Rehabilitation

City of Healdsburg

Cabernet Road Culvert Replacement

The City engaged Brelje & Race to prepare bid-ready construction documents for the replacement of twin corrugated metal stormwater culverts under Cabernet Road. The failing culverts threatened the structural integrity of the road and caused significant land subsidence where the culverts daylighted into the open channel. The project replaced the culverts, converted the section experiencing significant land subsidence into an open channel, and replaced the road surface adjoining the drainage improvements.

The project was designed and built on an accelerated timeline. Notice to proceed for design was issued in June of 2024 and construction documents, bid, award, and construction were all completed by the end of September 2024. Services included land surveying and coordinating approvals from the Regional Water Quality Control Board.

SERVICE CATEGORIES

- Engineering Design Services
- Planning & Asset Management
- Land Surveying

Additional project experience for the City of Healdsburg includes (listed in alphabetical order):

- Cost Analysis of Sewer & Water System Replacement, 2023-2024
- Grant Street Water System Improvements, 2024-current
- Healdsburg Avenue Sewer Replacement, 2018-2020
- March Ave Reconstruction & Pedestrian Upgrades, 2025-current



FEE
$52,500

DATES
June to September, 2024

CONSTRUCTION COST
Estimate: $309,500
Actual: $294,799

PROJECT TEAM
Benjamin Bryant – Principal-in-Charge and Project Manager
Kevin Scalabrini – Design Engineer

REFERENCE

Clay Thistle, Senior Civil Engineer
City of Healdsburg
401 Grove Street, Healdsburg, CA 95448
(707) 431-3391, cthistle@ci.healdsburg.ca.us

City of Cotati

William Street and Olof Street Sewer Main Replacements

Brelje & Race provided engineering design and construction management services for the replacement of approximately 1,400 LF of sewer main, six intermediate manholes, and 25 service laterals. The existing decaying 8-inch and 10-inch diameter mains were replaced with 12-inch piping. During construction, Brelje & Race provided comprehensive construction management services and performed daily construction observations, preparing daily reports, conducting the final inspection with City of Cotati staff, and preparing record drawings.

SERVICE CATEGORIES

- Engineering Design Services
- Construction Management
- Construction Inspection
- Land Surveying

Additional project experience for the City of Cotati includes (listed in alphabetical order):

- Cotati Sewer Collection System Repairs, 2021-2025
- Cypress Avenue Sewer Repairs, 2023-2024
- St. Joseph Way Sewer and Water Main Replacements, 2016-2019
- Water System Operations Support, 2019-2022
- Well Site 1A Tank Improvements, 2016-2018



FEE

Design and CM: $135,000

DATES

Design:
Construction: June to September 2020

CONSTRUCTION COST

Estimate: $727,835
Actual: $542,648

PROJECT TEAM

Brent Beazor – Principal-in-Charge and Construction Manager
George Potter – Resident Engineer/Construction Observation
Brian Gong – Design Engineer

REFERENCE

Craig Scott, Director of Public Works, City of Cotati
201 W Sierra Ave, Cotati, CA 94931, (707) 665-3638, cscott@cotaticity.org



City of Cotati Cypress Avenue Sewer Repairs



City of Cotati Sewer Collection System Repairs

Section C

Key Personnel Qualifications

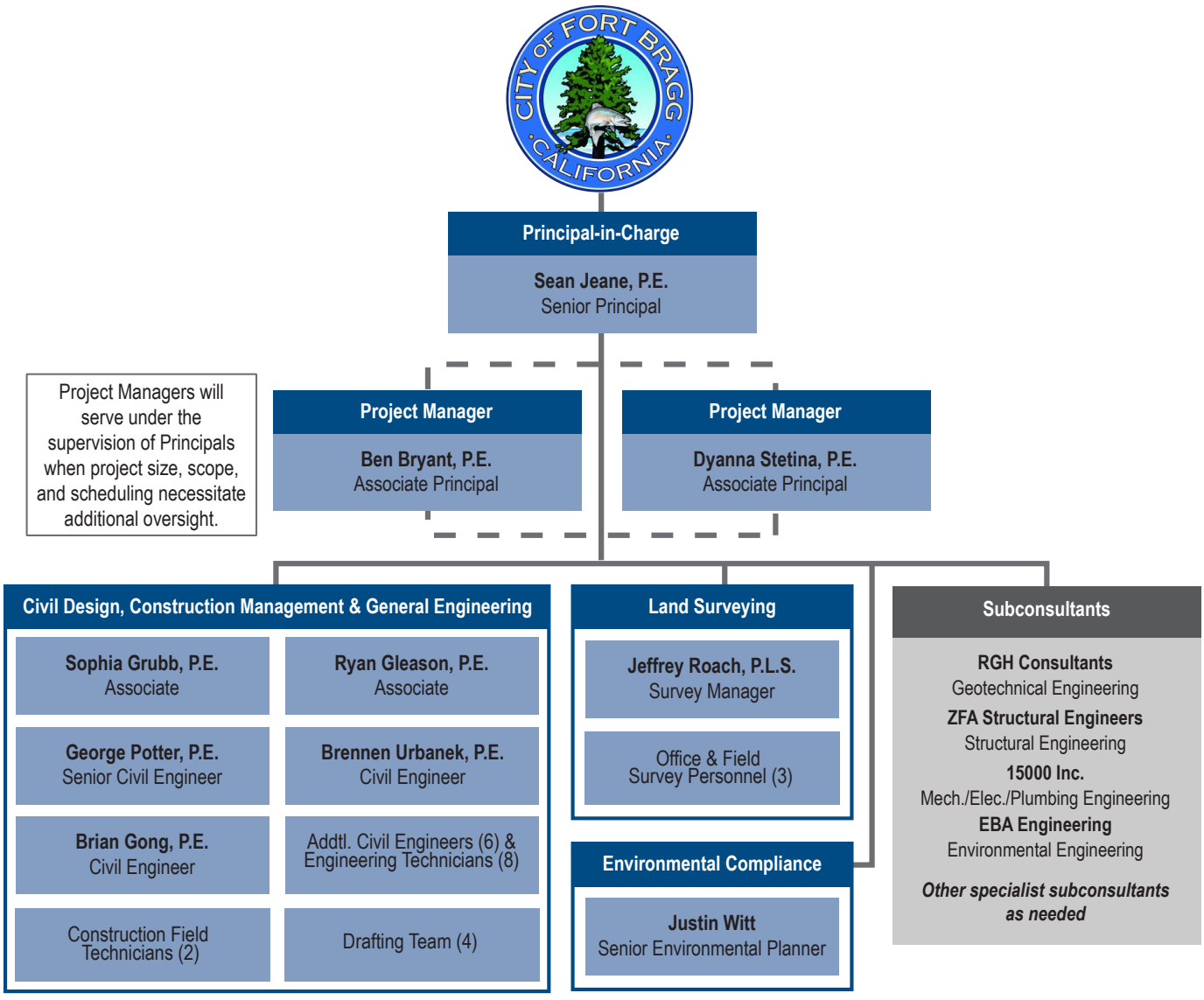
Successful completion of any project requires technical competence and managerial skills in the assigned personnel, development of a thorough work plan, and an understanding of the client's needs. For the City of Fort Bragg, we have assembled a team of highly qualified and experienced professionals whose skills meet these requirements, and whose qualifications and responsibilities are suited to a wide variety of projects.

Senior Principal **Sean Jeane** will function as the Principal-in-Charge for all projects assigned to Brelje & Race under a master services agreement. Sean has been with Brelje & Race for 31 years with 35 years of overall experience and has been serving in a project management role for more than 25 of those years.

Sean has led on-call engineering and peer review services for local agencied and has served as Principal-in-Charge and Project Manager for numerous municipal projects.

When project size, scope, and scheduling necessitate additional project oversight, Associate Principal **Benjamin (Ben) Bryant**, and Associate Civil Engineer **Dyanna Stetina**, will act as Project Manager under Sean's supervision. Ben brings 17 years of civil engineering experience, including civil design and construction management for water storage and distribution, roadway and pedestrian facilities, and hydraulic and hydrologic modeling projects. Dyanna brings 15 years of civil engineering experience, primarily in the planning and

Figure 1: Team Organization Chart



design of water infrastructure, including treatment, storage, and distribution systems. Dyanna has served as Project Manager for numerous engineering design, construction, and permitting compliance projects.

Sean will also lead development review and plan check for the City. Sean has provided these services for other local agencies, including the County of Sonoma and Cities of Rohnert Park and Santa Rosa. When additional capacity is needed, Associate Engineer **Ryan Gleason** will also support with development review services. Ryan brings 24 years of experience in site development, planning entitlements, and construction permitting and has supported Sean in providing on-call plan check services for the Sonoma County Permit and Resource Management Department (Permit Sonoma).

Under Sean's leadership, Brelje & Race offers a large team of qualified design engineering and land surveying professionals with a wide range of expertise. Our staff have focused training and are specialists in specific aspects of civil engineering and related fields, including civil engineering design, preparing specifications, Geographic Information Systems (GIS) and related mapping, land surveying and topographic mapping, environmental planning and permitting, and resident engineering and field inspection during construction. We have also included specialist subconsultants we commonly engage when necessary for our public agency clients. Brelje & Race has a longstanding history of successful partnership with each firm, delivering numerous successful projects for local municipalities and agencies.

Our supervisory and project management team will be supported by the rest of our qualified staff of over 35 professionals including civil engineers, engineering technicians, an environmental planner, several CAD drafters, land surveyors, and a Qualified Stormwater Developer (QSD).

Figure 1 depicts the organizational structure of Brelje & Race listing key professional staff likely to be utilized for City projects. Related qualifications, experience, roles, and responsibilities of key personnel are summarized in the following team matrix. Detailed resumes are included in **Appendix A**.

Table 1: Summary of Key Personnel Qualifications and Experience

Team Member	Qualifications and Experience
Sean Jeane, P.E. Senior Principal Role: Principal-in-Charge/Project Manager Professional Civil Engineer CA No. 52402	• Over 35 years of civil engineering experience including 31 years with the firm. • Seasoned project manager in planning, design, construction management, and peer review for private and public agency projects including roadway improvements; potable water storage, pipeline, treatment, and pump stations; water well design and rehabilitation; wastewater treatment and pumping facilities; parks planning and pathways; drainage systems and erosion control; and earth retaining structures.
Ben Bryant, P.E. Associate Principal Role: Project Manager Professional Civil Engineer CA No. 79218	• Associate Principal with 17 years of experience in the civil engineering field. • Design experience in a broad range of projects, including water storage and distribution, wastewater collection and treatment, stormwater management, roadways and pedestrian facilities, hydraulic and hydrologic modeling, and land development. • Resident engineering, construction management, and project start up assistance for public works projects, including water, wastewater, and storm drainage improvements.
Dyanna Stetina, P.E. Associate Principal Role: Project Manager Professional Civil Engineer CA No. 83007	• Associate Principal with 15 years of civil engineering experience • Experienced with development of preliminary plan and profile drawings for project feasibility studies, capacity analysis and process design, equipment sizing and selection, piping layouts, plans and specifications preparation, cost estimating, and construction phase assistance • Design engineer for local water and wastewater facility projects including: » Water Storage Tank and Pipeline Replacements, Diamond A Mutual Water » Treatment Plant Facility Improvements, The Sea Ranch Water Company » Cobblestone Dr. R2 to R4 Water Main Connection, City of Santa Rosa

Table 1: Summary of Key Personnel Qualifications and Experience (continued)

Team Member	Qualifications and Experience
Ryan Gleason, P.E. Associate Civil Engineer Role: Project Manager for Plan Check Professional Civil Engineer CA No. 69215	• Associate with 24 years of experience in the arena of site development, planning entitlements, and construction permitting. • Extensive experience in the design of roadways, site developments, and drainage/ storm water management. • Proficient in applicable state and local standards relevant to civil site improvements, including stormwater permitting and compliance.
Sophia Grubb, P.E. Associate Civil Engineer Role: Managing Engineer Professional Civil Engineer CA No. 87543	• Associate Civil Engineer with 12 years of experience in the design and construction management of water and wastewater facilities. • Experienced with feasibility analysis, capacity studies, hydraulic modeling, equipment sizing and selection, piping layouts, plans and specifications preparation, cost estimating, and construction phase assistance. • Recent and current experience planning and designing utility improvements includes: » Meyers Drive Sewer and Water Replacement, City of Santa Rosa » Crosstown Trunk Sewer Lining, City of Santa Rosa » Dotti Farm Recycled Water Main Improvement Project, City of Santa Rosa
George Potter, P.E. Senior Civil Engineer Role: Resident Engineer/Field Inspector Professional Civil Engineer CA No. 52700	• Senior Civil Engineer with 37 years of experience, primarily planning and designing water and wastewater projects, resident engineering, and construction observation. • Experienced in a broad range of projects including roadway paving, water storage and distribution, and facilities improvements (pump stations, roads, parking lots, treatment plants, and storage tanks). • Specialized expertise in tank coatings design and construction observation, lead removal and hazardous waste. Certifications include Protective Coatings Inspector, HAZWOPER, and Confined Space.
Brian Gong, P.E. Civil Engineer II Role: Design Engineer Professional Civil Engineer CA No. 88474	• Civil Engineer with 11 years of civil design experience in the water and wastewater fields including master planning, report preparation, cost estimation, and hydraulic calculations. • Proficient with Arc GIS and asset database management for both water and wastewater treatment facilities.
Brennen Urbanek, P.E. Civil Engineer II Role: Design Engineer Professional Civil Engineer CA No. 95239	• Civil Engineer with 11 years of civil design experience in site development, storm water mitigation, and pavement maintenance systems. • Experience includes design of water distribution, water tank, and pathway projects for the Cities of Rohnert Park and Santa Rosa. • Experienced with AutoCAD Civil 3D software to perform grading and drainage design.
Justin Witt Senior Environmental Planner	• Senior Environmental Planner with 27 years of experience in project administration and preparing environmental review documents and environmental permits. • Skilled in preparation of CEQA documents (including EIRs, Initial Studies, review process, noticing requirements, and conducting public meetings). • Proficient at preparing and processing environmental permits related to the U.S. Army Corps of Engineers, Regional Water Quality Control Board, the California Department of Fish and Wildlife and US Fish and Wildlife Service.
Jeff Roach, L.S. Survey Manager Professional Land Surveyor CA No. 9158	• Professional Land Surveyor with 31 years of experience in the field. • Proficient in surveying boundary, topography, construction, utility, control, right of way, ALTA, and Flood Certificates for both public and private clients.

Subconsultant Partners

Brelje & Race's services will be supplemented by the specialized expertise of our team of subconsultants - all local firms based in the North Coast region. We have built strong relationships with each firm through years of collaboration on successful projects throughout the region. The following profiles briefly describe the experience and specialized services each firm offers.

RGH CONSULTANTS, INC.
Geotechnical Engineering

RGH Consultants is a privately owned S Corporation founded in 1991 as a full-service firm with expertise in geotechnical engineering, engineering geology, and construction observation and testing. RGH currently has 31 employees and has grown to become one of the largest locally owned geotechnical engineering firms in the northern Bay Area. Headquartered in Santa Rosa, RGH geotechnical testing laboratory is certified by the California Department of Transportation (Caltrans); the American Association of State Highway and Transportation Officials (AASHTO) resource, formerly AMRL; the Cement and Concrete Reference Laboratory (CCRL), which is a division of ASTM International; the California Division of the State Architect (DSA); and the United States Army Corps of Engineers (USACE). RGH's staff of professional engineers and geologists, field engineers and engineering technicians collectively have decades of experience in geotechnical engineering, engineering geology, construction observation, and materials testing in northern California with an emphasis on work in Lake, Marin, Mendocino, Napa, and Sonoma counties. These services have been provided on public works projects including design and construction of building expansions and remodels, new structures, pavement rehabilitation, bridges, and parks.

RGH Consultants has extensive experience with public works projects including design level geotechnical studies, geotechnical peer reviews, construction observation and testing, special inspections, and materials testing. RGH has developed a comprehensive working knowledge of the soil and geologic conditions in the North Coast, and an understanding of the performance of projects after construction. RGH's knowledge and expertise allow them to work closely with clients, design teams, and contractors to develop geotechnical solutions that are sound, practical, and cost-effective. RGH has successfully provided geotechnical engineering services as part of on-call contracts with the City of Petaluma, Napa Sanitation District, the City of Santa Rosa, The Town of Windsor, and the County of Sonoma.

ZFA STRUCTURAL ENGINEERS
Structural Engineer

Since 1974, ZFA Structural Engineers (ZFA) has been a trusted partner for public agencies, specializing in the structural analysis, design, and evaluation of public sector buildings and infrastructure projects across California. With a robust team of over 90 employees, including 27 licensed Structural Engineers and 21 Professional Engineers, ZFA offers extensive expertise in new construction and the retrofit and revitalization of existing structures. ZFA's comprehensive services include feasibility studies and sustainable design solutions, ensuring every project meets the highest standards. Notably, ZFA holds a Master Services Agreement with the County of Mendocino, emphasizing their commitment and capability in providing exceptional structural engineering services to the public sector.

15000 INC.
Mechanical Engineer

15000 Inc. was founded in 2004 with specific goals in mind: to provide superior consulting mechanical engineering services to Architects, owners, developers, and contractors.

To achieve this, their team focuses on a combination of traditional and proven technologies coupled with a clear eye towards the future of mechanical engineering, technological advances, green construction, and carbon-free installations.

They have provided mechanical engineering and design services for several of the most energy efficient buildings in California; beginning with the first LEED Platinum rated school building in California to several "CHPS" school campuses through the state

15000 Inc. is a leader in sustainability and providing innovative and efficient solutions for project specific applications. In addition to taking pride in their craftsmanship, they feel honored to work with an incredibly talented and creative client base. They work with some of the most prominent and successful firms in California and beyond. Most of their work stems from past performances that have developed into long term relationships.

15000 Inc. maintains active participation in numerous industry organizations that require continuing education that keep them on the cutting edge of technology and engineering, among them; American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE), United States Green Building Council (USGBC), American Society of Plumbing Engineers (ASPE), American Institute of Architects (AIA), Construction Specifications Institute (CSI), the AABC Commissioning Group (ACG) and the National Fire Protection Association (NFPA).

15000 Inc. is equipped with resources and staff able to accommodate all project needs in a timely manner. The firm's staff include:

- 8 Staff, 2 Licensed Engineers
- Engineers Licensed in CA, NV, and UT
- LEED Accredited Professionals
- Certified Commissioning Firm
- CALGreen Special Inspection Accredited

EBA ENGINEERING
Hazardous Materials Assessment

EBA Engineers provides environmental services that include site assessments, underground storage tank evaluations, hydrogeologic investigations and soil and groundwater remediation services. EBA also has substantial experience in regulatory permitting, environmental restoration, stormwater and surface water management.

EBA has been serving clients since 1979 as an engineering and environmental consulting firm. EBA's staff of engineers, geologists and environmental professionals have worked together to provide a comprehensive range of management and engineering services to private and public sector clients. EBA is continually involved with state and local regulatory agencies and maintains an active awareness of current regulations pertaining to design, planning and environmental issues. The firm has extensive project knowledge and experience working with the DTSC.

EBA has performed hundreds of Phase I Environmental Site Assessments at a large variety of private, commercial, industrial agricultural and municipal properties to assess the existing and potential risks and liability associated with development, redevelopment or purchase of land and to satisfy the site evaluation requirements of development requirements and lending institutions.

EBA has performed many Phase II site assessments in a variety of site settings that include agricultural, residential, commercial, and industrial properties. Phase II assessments can be performed using a variety of available approaches including geophysical surveys, soil and groundwater sampling, soil gas sampling and other investigative procedures. Collected samples are submitted to a State-certified analytical laboratory for analysis.

Section D

Scope of Work

Brelje & Race has consistently demonstrated the ability to provide superior quality consulting civil engineering and land surveying services. Our capabilities have made us a trusted partner to local agencies on a broad range of improvement projects. Specifically, our staff has the expertise to take on projects in the civil engineering and land surveying areas noted in the City's RFP. We commonly engage subconsultants with expertise in structural engineering, mechanical engineering, environmental engineering related to environmental site assessment and remediation, and geotechnical engineering and materials testing when they are components of projects that we lead.

General Approach

No matter what category of service is being provided, we aim to achieve the following objectives:

- Accurate determination of project scope during the early stages of the project.
- Select project team members that are experienced with the work anticipated and that compliment the capabilities of other members of the team.
- Conduct sufficient research to identify existing conditions that have a potential to interfere with the project objectives.
- Develop a reasonable project schedule and budget.
- Maintain regular communications with City staff and subconsultants.
- Produce a complete, clear, and concise final product.

Each assignment will require a unique scope and approach. The Project Manager will work closely with the City's Project Manager on each new assignment to arrive at the best possible methodology for successful implementation.

Cost Control and Scheduling

Establishing a project scope and budget are integral to every project we do. The project is discussed in depth with the client to provide a firm project understanding from which tasks can be derived. Staff and hours are assigned to each task based on consideration of specific challenges of the current project. Budgets from subconsultants are requested, if required, and reviewed for thoroughness and appropriateness of cost. Based on these factors, final budget estimates are presented to the client for their consideration.

Once approved, our project budgets are monitored regularly and tracked closely. In addition to serving our clients' needs, our meticulous budget management allows us to meet the rigorous reporting requirements mandated by State and Federal funding agencies.

Scheduling is often critical to project success. Our Project Managers are adept at evaluating the project needs and the client's desired timeframe against our staffing resources and availability to prepare a schedule that is realistic yet meets project goals.

Preliminary Engineering Studies

Engineering planning services include a variety of tasks assisting the City to identify and develop appropriate capital improvements to City infrastructure, identify the expected costs to fund those improvements, and help to ensure the City receives the appropriate level of service and equipment for their planned expenditures. Our services may include master planning reports such as for water and wastewater systems, feasibility studies and engineering economic analyses, computerized hydraulic modeling of water or recycled water distribution systems, sewer and storm drain modeling, and peer review and value engineering of projects designed by others. Our team has also assisted with rate studies, the development of assessment districts, and engineering tasks in support of funding capital projects. Each of these services involves a wide range of potential approaches specific to the task at hand. Brelje & Race often performs these services for our local public agency clients.

Engineering Design Services

Brelje & Race employs engineering expertise, sound planning, excellent communications and big-picture awareness in our approach to capital improvement project design. We use these guiding principles along with the basic steps below to deliver high-quality construction documents that often exceed the client's expectations.

Preliminary Design and Permitting

1. Review any available background and historical information on the project, including geotechnical assessments, conditional use permit and design review approval, environmental documentation and other data provided by City staff. Check project description for consistency with approved environmental documents.
2. Prepare for and attend a project kick-off meeting with the City and design team members. Provide schedule of tasks that identifies key milestones.
3. Review project site to observe conditions and

discuss potential difficulties including sensitivity of surrounding property owners to the project.

4. When necessary, coordinate design level geotechnical and hazardous material evaluations of the site and proposed improvements and coordinate preparation of reports detailing the findings.
5. Conduct field surveys and develop a site topographic plan for use as a project base plan.
6. Check existing record information relative to parcel boundaries, easements and rights-of-way that may be affected by the project.
7. Review requirements associated with any public agency review and approval processes (Regional Water Quality Control Board, Department of Water Resources, Division of Drinking Water, etc.).
8. Prepare preliminary improvement plans developed to a 30% level and submit plans along with a design memorandum and preliminary estimate of probable construction cost for review and comment by City staff. Design memorandum generally includes elements such as special design considerations, any right-of-way, easement, or boundary issues, permit requirements, constraints and other considerations stemming from environmental review.
9. Investigate potential conflicts with existing utilities and identify locations where potholing may be recommended.
10. Prepare for and attend a design review meeting to discuss preliminary project findings and recommendations.

Construction Documents Preparation

1. Incorporate City staff document review comments and design review meeting discussions into project design.
2. Address any utility conflicts discovered during the preliminary design phase.
3. Prepare an index of drawings expected to be required for the final construction documents package.
4. Perform all design calculations and engineering analysis necessary and prepare improvement plans for the project. Submit plans for review and comment to the City at the 30%, 60%, 90% and 100% completion levels.
5. Prepare draft technical specifications and submit with the 60% completion level plans. Update and submit technical specifications and include contract documents with the 90% and 100% completion level plans.
6. Incorporate recommendations made in the geotechnical report.
7. Update the estimate of probable construction costs at the 60%, 90% and 100% completion level and submit with improvement plans.
8. Prepare an estimate of working days necessary to construct the project at the 60% and 90% completion levels.
9. Prepare for and attend design review meetings associated with the 60% and 90% completion levels.
10. Prepare submittal documents packages and assist City with obtaining any permits and approvals required from other agencies.
11. Finalize improvement plans, technical specifications and contract documents. Provide stamped and signed final mylar improvement plans, a stamped and signed hard copy of the final technical specifications, contract documents and electronic versions of the final plans and contract documents.

Bidding Assistance

After completion of final improvement plans, technical specifications and contract documents, we often also provide assistance during the bidding phase that includes the following tasks:

1. Respond to and maintain a log of questions from prospective bidders.
2. Prepare addenda or drawing revisions in response to bidder questions.
3. Attend the pre-bid conference.

Plan Check Review

From our long-gained experience, Brelje & Race has learned that our clients are better served, and the project goals are better achieved by providing one highly experienced individual to act as liaison and overall project manager for all City review work and coordinate the efforts of our team members. By providing familiarity and continuity, our approach allows our project manager to gain a complete understanding of the City's internal protocols, priorities, and general expectations. In essence, our project manager becomes an extension of City staff who can be relied upon to work independently, and be trusted to reduce the work load of City staff members.

Project Manager Review

Our project manager will be the point of contact for all review work assigned to Brelje & Race by the City. When projects are sent to Brelje & Race for review, the project manager will perform a brief initial review to determine the breadth and scope of the review tasks and then determine the appropriate staff person to perform the detailed review. It is anticipated that for most projects, the staff person with the lightest current workload will be assigned in order to expedite the review.





Brelje & Race designed improvements to the City of Santa Rosa's S3 Pump Station Station (left) and designed and managed construction of ADA improvements for Sonoma County Transportation and Public Works in Occidental and Graton (right).

However, for larger projects, or where special circumstances require particular knowledge, the most experienced and qualified person will be assigned regardless of their current workload.

Staff Site Visit, Review & Comments Matrix

Staff assigned to a particular review will immediately schedule a site visit in order to verify the conditions depicted in the plans and to better understand the specific details of the site. Prior to their visit, they will perform an initial plan review and become familiar with the project details. After their site visit they will complete their review of the plans and calculations and prepare redline mark-ups directly on one set of plans/calculation sheets for return to the City. Additional sets can be marked, or additional copies made, depending on City preferences. Comments will be as thorough and complete as we can make them as we feel it is important to get all comments on the plans during the initial review.

Notations provided will be for any item not meeting the City's standards, for items omitted, or items needing additional notes or specifications to fully comply with standards. There will not be any subjective commentary, aesthetic or design preference notations. Only objective, enforceable commentary relating to published standard requirements will be offered. Should our reviewers have questions about the designs or calculations, they will contact the design engineer directly to have those questions answered. All communications will be logged and notes taken.

Comments from the plans will be compiled into an Excel spreadsheet matrix listing various pertinent reference information such as the sheet or page number the comment can be found on, the item on the sheet the comment pertains to (e.g. detail, notes, section, etc.), and the comment will be elaborated on further as compared to the brief notes marked on the plans or calculations. The matrix will be a convenient reference to both the design engineer and to us for ensuring all comments are addressed at the time of the resubmittal.

Quality Assurance & Document Return

The project manager will spend sufficient time to review all comments generated, ensuring they are appropriate, and follow a standard for uniformity and clarity. Should there be revisions required, the project manager will either prepare the revisions directly, or route the documents back to the reviewer for them to make the revisions, depending on their extent and complexity. After all comments and the matrix are satisfactory, the project manager will prepare a brief cover letter and return all documents to the City. PDF copies of all documents will be provided.

Second Review

After the design engineer has made corrections and resubmits for final review, our project manager will hand the resubmitted plans and calculations directly to the original reviewer. The original reviewer will then proceed to verify the completeness of the documents, ensuring all original comments were addressed adequately. Unless there are significant changes in the design from the original submittal, the reviewer will focus only on the responses provided to the original comments and that they were fully addressed.

For completed plans (no comments) a brief (standard format) letter will be prepared and returned to the City. Should there be comments or items still not addressed, those will be noted with redlines on the plans and returned to the City, with a brief letter outlining the extent and nature of the comments. Our project manager will review the work for quality assurance prior to sending any correspondence back to the City.

Peer Review

As the design review and value engineering consultant, Brelje & Race will check the work of the design engineer and provide recommendations for corrections and improvements to the design with the intent of lowering costs, providing a better or more constructible product and avoiding change order work or construction claims during the construction phase. Work will be sequenced much as



Brelje & Race offers 70 years of land surveying experience in the North Coast region.

described for plan check review, with successive rounds based on the percent completion of project design and active coordination with City staff.

Land Surveying

Since our founding in 1954, Brelje & Race has offered complete land surveying services in the North Bay. Over the last 70 years we have earned a reputation for consistently delivering accurate and reliable survey products for our clients. We're committed to providing our clients the professional care and service that only fully licensed engineers and land surveyors can provide. We offer qualified and licensed staff who utilize industry standard technologies like robotic total stations, GPS, digital levels, computer-aided-drafting, and GIS integration.

Our land surveying services for public agency clients (including municipal public works departments) are commonly a component of engineering design projects led by our professional engineering staff. Accordingly, our team has well-established relationships with local agencies throughout the region built over many years of successfully delivering comprehensive and accurate mapping and land surveying products.

The surveying department at Brelje & Race is truly a full-service operation. Our land surveyors, survey technicians, field crews, AutoCAD professionals, civil engineers, and specialty subconsultants work together seamlessly to produce a complete final product. The following details our experience, expertise, and approach:

Topographic Surveys

In preparing topographic surveys we verify horizontal and vertical datum and cross section locations and intervals (if needed), conduct field surveys, and compile mapping conforming to project specifications. Our team performs a quality control review of our finished product including performing a comparison to field photos and/or a field verification.

Boundary and Right-of-Way Surveys

In performing boundary and right-of-way surveys, we verify horizontal datum, determine availability and location of control monuments, compile ownership data for the parcels included within and immediately adjoining the project area (assessor parcel number, owner's name, last recorded document number), and obtain copies of recorded documents and maps that pertain to existing parcel boundaries and/or right-of-way applicable to project area. Next, we conduct field surveys to locate existing monuments and property corners pertaining to parcel boundaries and/or right of way. We prepare mapping of existing boundaries and right-of-way, determine and map the new right-of-way, and, if needed, prepare legal descriptions and plats for acquisitions.

Preparation of Corner Records or Records of Survey

We prepare Corner Records or Records of Survey in accordance with State of California law and any local jurisdictional standards, submit a draft work product to County Surveyor for checking, make any requested revisions and once approved, forward document to County Recorder's office for filing or recording, as appropriate.

Construction Staking or Verification of Contractor-Provided Construction Staking

In construction staking or verifying construction staking performed by others, we start by obtaining hard and electronic copies of improvement plans and information regarding project control. If no project control is available, we establish the project control network that meets construction specifications. Where control is available, we field check the control to verify that horizontal and vertical positions match published information. We perform construction staking as specified in the project construction specifications, or in the case of verification surveys, perform surveys to confirm contractor-provided construction staking conforms to the project construction specifications. Finally, we provide the client point plots and cut sheets for all requested construction staking.

A significant portion of our surveying workload consists of construction surveying. As such, we have become very adept at managing a varying workload. Our existing notification policy requires two working days' notice so we do not anticipate a problem with performing services for the City on short notice, if needed. One of the reasons we can do so is that we always maintain a staff of at least two party chiefs, even when our workload only requires a single survey crew. This allows us the capability to immediately double our capabilities without having to engage an additional party chief through the union hall. Chainmen are typically readily available and if not, apprentices can readily serve as second members on a crew when under the supervision of a party chief.

Section E

Budget and Schedule of Charges

All services for the City will be performed on a time and materials basis based on hourly billing rates. For each City project we anticipate providing a fee estimate alongside a detailed scope of services under a task order agreement. See current rate schedules for Brelje & Race and our team of specialist subconsultants provided in **Appendix B**.

Section F

Work Schedule

The time required to complete each project will depend on the nature and scope of the project. Brelje & Race will respond to all City requests within one week to confirm availability and kick-off establishing the project scope and budget. Our Project Manager will work proactively with City staff to define achievable project timelines based on City needs and staff availability. We will prioritize time from our Project Manager's schedule over the two year contract period to ensure capacity to serve the City. Note that while specific staff will be assigned to each project, the City will benefit from access to Brelje & Race's staff of over 35 civil engineering, land surveying, and administrative professionals who can step in to support any project that may require additional staffing resources.

Plan Check Timelines

Given our planned approach, we estimate larger initial plan sets can be turned around and back to the City within ten working days (or less) based on the following operations:

- Plans are provided electronically in PDF format alongside notification of a pending review by City staff (additional time may be required to transmit plans if only available in paper format).
- Plan sets and calculations will have a brief initial review by the project manager and then be assigned to the appropriate staff member for review. This will occur by the end of the next business day after the plans are received. A reviewer's current workload will be considered when assigning projects in order to have the fastest turn-around time. If the project includes aspects that require review by a particular person, then the project will be assigned to that person despite current workloads. This case is likely to be uncommon as our staff are all capable of performing most review aspects likely to be needed.
- For most projects, we anticipate needing three to five days to schedule a site visit, complete the review with redline markups and prepare a written response matrix with listed items needing correction. Of course, each project will be different, and depending upon the thoroughness of the plans submitted, the review may go very quickly or take more time to complete.
- The coordinator will do a final review for quality assurance purposes, and either make corrections directly or return to the reviewer for corrections as necessary, and then prepare a cover letter and return the package to the City. We anticipate the quality assurance process to take no more than two days.
- Resubmittals turned in after the initial review will be given directly to the original reviewer and only checked to ensure the original comments were addressed. A brief form letter will be prepared and sent back to the City with our comments regarding items needing further attention, if necessary. Only items not addressed adequately will be noted. We anticipate turning around plans resubmitted for additional review within two to three days after they are received unless significant changes have occurred.

Smaller plan sets with only one or two sheets will likely be turned around in three to five days, but all of our planned approach steps will be followed just the same.

Section G

Insurance

Brelje & Race presents no objection to the insurance requirements as set forth in Section 5.0 of Exhibit A of the RFP. A current certificate of insurance is provided below for the City's reference.

BREL&RA-01 MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: Lea Coleman PHONE (A/C, No, Ext): (619) 400-1996 FAX (A/C, No): E-MAIL ADDRESS: lea.coleman@ioausa.com
INSURED Brelje & Race Consulting Engineers 475 Aviation Blvd., Suite 120 Santa Rosa, CA 95403	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : CUMIS Insurance Society, Inc. — 10847 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Limited Cont Liab X Serv Interest GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	PSB0001394	2/28/2026	2/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X Comp.: $1,000 X Coll.: $1,000	X	X	PSA0001260	2/28/2026	2/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			PSE0001273	2/28/2026	2/28/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	PSW0001181	9/1/2025	9/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab.			PRB250093901	2/28/2026	2/28/2027	Per Claim	2,000,000
B	Ded.: $25K Per Claim			PRB250093901	2/28/2026	2/28/2027	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Fort Bragg On-Call Engineering & Survey

City of Fort Bragg is Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER	CANCELLATION
City of Fort Bragg 415 North Franklin Street Fort Bragg, CA 95437	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T. Kelly Howell

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Section H

Consultant Agreement

Brelje & Race has reviewed the City's standard consultant services agreement attached as Exhibit A to the RFP. We propose no exception to the City's standard provisions as stated.

Appendix A

Resumes

Brelje & Race Consulting Engineers

Sean Jeane, P.E.
Benjamin Bryant, P.E.
Dyanna Stetina, P.E.
Ryan Gleason, P.E.
Sophia Grubb, P.E.
George Potter, P.E.
Brian Gong, P.E.
Brennen Urbanek, P.E.
Jeff Roach, L.S.
Justin Witt

RGH Consultants, Inc.

Eric Chase, G.E.
Jared Pratt, C.E.G.

ZFA Structural Engineers

Kevin Zucco, S.E.
Christian Botto, S.E.

15000 Inc.

Matt Torre, P.E.

EBA Engineering

David Noren
Kevin Coker
Max Kruzic

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M. SEAN JEANE, P.E.



Education
B.S., Civil Engineering, California State University, Chico, 1988

Registration
Professional Civil Engineer, CA No. C52402 (1994)

Training/Certifications
Kentucky Pipe Networks, University of Kentucky,

Haestad Methods Cybernet/ WaterCAD

MWH Soft H2ONet Water Model Workshop

Professional Affiliations
American Council of Engineering Companies, North Coast Chapter, Past President

American Water Works Association

Leadership Santa Rosa Class XXIV

Experience
Joined firm in 1995
Entered profession in 1991

Sean Jeane is a Senior Principal with 35 years of civil engineering experience, including 31 years with Brelje & Race. Sean's professional experience has spanned master planning, preparation of construction documents, and construction management for streets, sidewalks and walking/biking paths, potable water infrastructure, and wastewater treatment and conveyance facilities. His potable water portfolio has included both private and public clients in the areas of master planning, hydraulic modeling, treatment facilities, storage tanks, transmission and distribution piping, pump stations and municipal supply wells. His wastewater portfolio for municipal clients has covered various types of treatment facilities, sewer lift stations, sludge handling and drying, and sewer main rehabilitation. More recently his design and project management experience has expanded to include roadway rehabilitation, accessibility improvements, ADA compliant pedestrian and bike paths, and other recreational/park facilities. Additional services he's provided have included performing third-party grading and drainage review for the County of Sonoma and providing on- call construction management, peer review and value engineering assistance to the City of Rohnert Park and other clients.

Water Utility Planning and Design

City of Rohnert Park

- Water Storage Tank 8 and Transmission Mains
- Hydraulic Model Study Update
- Rohnert Park Expressway 16-inch Transmission Main
- Tank Exterior Recoating – Tanks 1, 3, 4, and 5
- Water System Hydraulic Model Study
- Water System Capital Improvement Program
- Commercial Meter Replacement, Phase III

City of Santa Rosa

- S3 Pump Station Pump and Emergency Generator Additions
- Storage Reservoir Seismic Upgrades, Phases I and II
- Proctor Heights Water Storage Tanks and Pump Station

Callayomi County Water District, Middletown, CA

- Water Treatment Plant and Office Replacement

City of Petaluma

- Paula Lane Tank Evaluation and Rehabilitation
- Hardin Lane Tank Evaluation and Rehabilitation
- Manor Tank Evaluation and Rehabilitation

Camp Meeker Recreation and Park District, Occidental, CA

- Water Supply Well, Treatment Plant, Transmission and Storage

Valley of the Moon Water District

- Bolli Water Storage Tanks
- Hydraulic Model and Master Water Plan
- Water Mains Replacement Projects (Various)

Hopland Public Utilities District

- Hydraulic Model and Water Master Plan

- East and West Water Storage Tanks

Redwood Valley County Water District

- Water System Hydraulic Model and Planning Report
- Irrigation System Hydraulic Model and Planning Report

Site Development/ADA Compliance/Trails and Pathways

Sonoma County Agricultural Preservation and Open Space District

- North Sonoma Mountain Trail Staging Area and Equestrian Bridge

City of Rohnert Park

- Water Storage Tank 8 and Transmission Mains Access Road with Spur Trail
- Water Storage Tank 9 Pad and Retaining Wall Improvements
- 2019 Sidewalk and Driveway Improvements
- Trail to Crane Creek Regional Park and ADA Improvements
- Copeland Creek Bike Path Reconstruction

City of Santa Rosa

- B Street Rehabilitation and ADA Improvements
- Calistoga Road Reconstruction and ADA Improvements
- Proctor Heights ADA Walking Path

City of Petaluma

- Municipal Airport Drainage Improvements
- Sports Complex Drainage Investigation and Mitigation

County of Sonoma

- Graton and Occidental ADA Improvements, Phases I through III
- Airport Closed Landfill Site Compost Facility Feasibility Study

Plan Check / Peer Review

City of Santa Rosa

- Pierson Street Rehabilitation Project
- Plan Check of Private Development Projects (Various)

County of Sonoma Permit and Resource Management Department

- Grading and Drainage Plan Checking Project Manager

City of Rohnert Park

- Eastside Trunk Sewer Phases II and III
- University District Programmatic Assistance
- Sewer and Water Rehabilitation Projects (Various)

Construction Management/Inspection

County of Sonoma

- Graton ADA Improvements, Phases I - III

City of Rohnert Park

- Water Storage Tank 8 and Transmission Mains

- Claussen Overcrossing and Highway 101 Sewer Lining
- 2016 Sewer Linings
- Adrian Sewer and Water Rehabilitation, Phases I and II
- Alta-Almond Sewer and Water Rehabilitation
- Graton Rancheria Sewer Lift Station and Force Main Installation
- Tanks 1, 3, 4 and 5 Exterior Recoating
- Tank 2 Interior Recoating
- Copeland Creek Bike Path Reconstruction

City of Santa Rosa

- Slater St and Lewrosa Wy Sewer and Water Replacement Inspection
- Oakmont 12-inch Water Main Replacement
- S3 Pump Station Pumps and Emergency Generator Additions
- Storage Reservoir Seismic Upgrades – Phase I and Phase II
- Proctor Heights ADA Walking Path

Valley of the Moon Water District

- Bolli Water Storage Tanks A and B and Water Transmission Main
- Water Main Replacement Projects (various)

Hidden Valley Lake Community Services District

- Water Storage Reliability Project

BENJAMIN BRYANT, P.E.



Education
B.S., Civil Engineering, California State University, Chico, 2009

Registration
Professional Civil Engineer, CA No. 79218

Certifications
LEED AP

Professional Affiliations
American Council of Engineering Companies

California Water Environment Association

U.S. Green Building Council

Wine Country Water Works Association

Water Environment Federation

Experience
Joined firm in 2009
Entered profession in 2009

Benjamin (Ben) Bryant, an Associate Principal, has a broad range of experience in the fields of wastewater, water, and geotechnical engineering. His portfolio of municipal wastewater infrastructure projects includes feasibility studies, regulatory compliance, design, rehabilitation, engineering support during construction, peer review and project start-up and commissioning.

Ben has led many utility and embankment reservoir projects, comprised of scheduling, field exploration, geotechnical coordination, construction document development, bidding assistance, regulatory agency coordination and approval, hydraulic modeling, deep excavations, earthwork calculations, cost estimating, resident engineering, and construction management/inspection. He is accomplished at hydraulic modeling for evaluation of pressure and gravity flow pipe, and open channel flow systems.

Water

City of Santa Rosa

- Pump Station 1 Retaining Wall Improvements – Constructability Review and Design Revisions
- Albany, Clement, and Malano Water and Sewer Replacement
- Rock Creek and Matanzas Water and Sewer Replacement
- Water Station 4 Facility Assessment
- Tank and Pump Station Seismic Upgrades Phase 5
- Reclamation Reservoirs Dam Breach Modeling and Emergency Action Plans
- Backup Generator Replacements – Water & Wastewater Facilities
- Water Pump Station 9 Upgrades
- Brown Farm Water Pump Station 3 Modifications
- Station 13 Booster Pump Upgrades and Reservoir 12A Site Security

Timber Cove County Water District

- Amanita Circle Water Main Replacement
- Ruoff Emergency Water Supply Well Source Water Permitting
- Raw Water Pumping System Modifications

Forestville Water District

- Water System Asset Management Plan
- Young Ranch Storage Tank and Pressure Zone Control Modifications

Town of Windsor

- Storage Tank Recoating and Access Improvements

City of Healdsburg

- Cost Analysis for Sewer & Water System Replacement

Yulupa Mutual Water District

- Source Water Well Permitting
- Iron and Manganese Removal System Design

City of Rohnert Park

- Anderson 53 Tank (Tank 8) and Transmission Main

Sonoma Water

- River Diversion Structure Modernization

Wastewater and Recycled Water

City of Santa Rosa

- Country Manor Lift Station Replacement
- Fulton Road Sewer Lift Station Relocation
- Llano Trunk Sewer Rehabilitation Phase 1 Peer Review
- Pierson Street Sewer and Water Replacement Peer Review
- Laguna Plant Filter Valve and Actuator Replacements Phase 2
- Crosstown Trunk Sewer Lining
- Evaluation and Condition Assessment of Recycled Water Discharge Infrastructure
- Laguna Treatment Plant Flood Protection Project
- Reclamation Pump Station Building Replacement
- Geysers-Delta Connection Improvement Project
- Los Alamos Trunk Sewer Replacement, Preliminary Design and Segment 1
- West College Pond 1 Divider Levee
- Brown Farm Pond Drain Pipeline to Llano Trunk Sewer
- Spring Lake Lift Station Improvements and Geotechnical Corrections

Lake County Special Districts

- Anderson Springs Sewer Improvements

Town of Windsor

- Effluent Storage Pond 5 Dike Emergency Repair
- Effluent Storage Pond 5 Outlet Piping
- Aeration Basin Air Piping Improvements
- Wastewater Treatment Plant Mapping

Forestville Water District

- Sewer Service Charge Methodology Modification, Study and Implementation
- Recycled Water Availability Evaluation
- Wastewater Treatment Plant Chlorination System
- Sewer System Planning Map and Modeling
- Sewer Inflow/Infiltration Compliance Project

Construction Management / Observation / Engineering Support during Construction

City of Santa Rosa

- Pump Station 1 Retaining Wall Improvements
- Geysers-Delta Connection Improvement
- Slater Street and Lewrosa Way Sewer and Water Replacement Inspection
- Grosse, El Camino, and Augustan Sewer and Water Replacement
- Spring Lake Lift Station Improvements and Geotechnical Corrections
- White Oak Drive Water Main Replacement
- Geysers Pipeline Stabilization – Pine Flat Road
- West College Pond 1 Divider Levee Project

Lake County Special Districts

- Anderson Springs Sewer Improvements

DYANNA STETINA, P.E.



Education
B.S., Civil Engineering, and Engineering & Public Policy
Carnegie Mellon University, Pittsburgh, PA, 2011

Registration
Professional Civil Engineer, CA No. 83007

Certifications
Construction Specifications Institute – Construction Documents Technologist

Professional Affiliations
American Society of Civil Engineers – Redwood Empire Branch
Past President

Wine Country Water Works Association – Director

Experience
Joined firm in 2011
Entered profession in 2011

Associate Principal Dyanna Stetina focuses in water, wastewater, and site development design. She has a strong background in demand/capacity estimating, evaluation/analysis, cost estimating, and contract preparation for water and wastewater treatment, supply, distribution, pump station and storage facilities. Her expertise also includes entitlements, site development, and stormwater management for private winery and vineyard projects.

Water

City of Santa Rosa

- Cobblestone Drive Zone R2-R4 Connection
- Silva Avenue and King Street Water Replacement
- King Street Sewer and Water Replacement
- Laguna Plant Potable Water Pressure System

Forestville Water District

- Young Tank Replacement
- Young Tank Turnover Control Valve Station
- Pressure Reducing Valve Assessment and Replacement

The Sea Ranch Water Company

- Treatment Plant Backwash Facility Improvements
- Reservoir Valve Improvements

Yulupa Mutual Water Company

- Water Main Replacement and Metering Project
- Upper Well Iron and Manganese Treatment Facility
- Upper Water Storage Tank Replacement

Diamond A Mutual Water Company

- Drought Relief Pipeline Replacement
- Zone 3 Tank Replacement
- Zone 1 Tank Replacement
- Zone 2 Tank Replacement
- Water System Mapping Update

Timber Cove County Water District

- Booster Pump Station Improvements
- Upper Koftinow Pipe Loop
- Source Capacity Planning Study
- Permit Amendment for TTHM Removal Equipment

Bodega Water Company

- Water System Improvements

Meyers Water Company

- Manganese Removal Treatment System and Public Water System Permit Amendment

Valley of the Moon Water District

- H2ONET Water Model

RYAN GLEASON, P.E.



Education
B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo, 2002

Registration
Professional Civil Engineer, CA No. C69215

Professional Affiliations
American Society of Civil Engineers

American Institute of Architects

Experience
Joined firm in 2008
Entered profession in 2002

Associate Civil Engineer Ryan Gleason has 24 years of experience in the planning, design, and construction administration of site development projects throughout the North Coast. His portfolio includes commercial, residential, healthcare, schools, wineries, and roadway projects. Ryan is proficient in compliance with stormwater regulations, including NPDES permitting, stormwater master planning, and the preparation of SWPPPs and stormwater mitigation plans. Ryan is adept at using AutoCAD Civil 3D for design and analysis.

Plan Check / Peer Review

- Grading and Drainage Plan Check, Permit Sonoma

Site Development

- Mendocino College EV Tech Renovation, Ukiah, CA
- Mendocino College North County Center Phase II, Willits, CA
- Sonoma State University Parking Lot Reconstruction, Rohnert Park, CA
- College of Marin Academic Center Building, Kentfield, CA
- Vintage Oaks on the Town Green Mixed Use Development, Windsor, CA
- Montgomery High School Classroom Addition, Santa Rosa, CA
- Healdsburg High School, Healdsburg, CA
- Kaiser Medical Office Buildings, Santa Rosa, CA

Roadway New Construction and Improvements

- 5340 and 5352 Old Redwood Highway Improvement, County of Sonoma
- King & Silva St Water/Sewer Replacement, City of Santa Rosa
- Bell Village Old Redwood Highway Frontage Improvements, Town of Windsor
- Bell Village Commercial Site Development, Windsor, CA
- Burbank Elementary School Offsite Improvements, Santa Rosa, CA
- Old Redwood Highway / Cricklewood Frontage Improvements Santa Rosa, CA
- Sutter Medical Center, Santa Rosa, CA
    - Hwy 101 Offramp Improvements
    - Mark West Springs Road Improvements
    - Mark West Springs Road / Old Redwood Highway Intersection
- Angela Center Water Line Improvements, Santa Rosa, CA
- County of Sonoma ADA Improvements, Graton and Occidental, CA
- Aviation Boulevard Crosswalk and ADA sidewalk improvements, Santa Rosa CA
- Skyfarm Unit 3 improvement plans and final map, Santa Rosa, CA
- Airport Business Center Phase IV County Public Improvement Plans, Jetway and Aviation Boulevard, Santa Rosa, CA

Stormwater Management

Sutter Medical Center of Santa Rosa

- Sutter Medical Center Hospital Construction SWPPP Preparation
- Stormwater Mitigation Plan Preparation

Luther Burbank Center for the Arts

- Maintenance Building Construction SWPPP Preparation
- Stormwater Mitigation Plan Preparation

SOPHIA GRUBB, M.S., P.E.



Education
M.S., Civil and Environmental Engineering, University of California, Berkeley, 2015

B.S., Civil and Environmental Engineering
University of California, Davis, 2014

Registration
Professional Civil Engineer, CA No. 87543

CSI Construction Document Technologist

Professional Affiliations
American Society of Civil Engineers

California Water Environment Association

Tau Beta Pi
(Engineering Honor Society)

Toastmasters International

Experience
Joined firm in 2014
Entered profession in 2014

Sophia Grubb is an Associate Civil Engineer specializing in water and wastewater resources. Her responsibilities include feasibility analysis, process design, equipment sizing and selection, plans and specifications preparation, cost estimating, construction phase assistance, and production of operations and maintenance manuals. Sophia's process expertise includes sewer capacity studies, hydraulic modeling, and piping layouts. She has collaborated with treatment facility operations staff to effect process improvement. Sophia is experienced in assisting clients with permitting and regulatory compliance, including preparing Reports of Waste Discharge.

Water

City of Santa Rosa
- Meyers Drive Sewer and Water Replacement

Callayomi County Water District
- Water Treatment Plant and Office Replacement

Alliance Redwoods Conference Grounds
- Dutch Bill Creek Water Conservation Project
- Potable and Non-Potable Water System Improvement Plans

Occidental Community Services District
- Water Rate Study

Sonoma Raceway
- Drinking Water System Operations Plan Update

Camp Meeker Recreation and Park District
- Capital Improvement Plan

Stormwater

City of Cloverdale
- Healdsburg Avenue Storm Drain Relocation

Oakmont Senior Living
- Oakmont of San Rafael Stormwater Lift Station

Wastewater and Recycled Water

Sonoma West Holdings
- NPDES Permit Renewal Assistance

Town of Tiburon
- McKegney Field Recycled Water Feasibility Analysis

City of Rohnert Park
- Water and Wastewater Study for Graton Casino and Resort Expansion

Mayacama Golf Club
- Report of Waste Discharge and Title 22 Engineering Report

Notre Vue Estate Winery & Vineyards
- On-Call Wastewater Compliance Assistance

GEORGE W. POTTER III, P.E.



Education
M.S., Civil Engineering, Brigham Young University, Utah, 1989

B.S., Civil Engineering, Brigham Young University, Utah, 1988

Registration
Professional Civil Engineer, CA No. C52700
TX No. 124507

Certifications
Basic Coatings Inspector, Association for Materials Protection and Performance (AMPP), exp. 12/2027

Lead Paint Removal (SSPC-C3 Certification), 2/2011, 4-day onsite course by SSPC

24-Hour HAZWOPER (Hazardous Waste Operations and Emergency Response), under 29 CFR 1910.120(e), 2/2011, Compliance Solutions

8-Hour HAZWOPER Refresher, 3/2025, Compliance Solutions

Confined Space Entry, under 29 CFR 1910.146, 7/2025, Compliance Solutions

Contractor Liability for Public Entities, 5/2010, Risk Management Solutions

Respirator Use, under 29 CFR 1910.134, 4/2011, Compliance Solutions

Asphalt Inspector Series, 9.5 hours, 5/2020, Asphalt Institute

Professional Affiliations
American Society of Civil Engineers

American Water Works Association

Association for Materials Protection and Performance

Experience
Joined firm in 1989
Entered profession in 1989

George Potter is a Senior Engineer with 37 years of civil engineering experience, primarily involved with the planning, design and construction management of water, wastewater, storm drainage, and roadway projects. He has also assumed the role of resident engineer for numerous infrastructure, utility piping, and water tank construction and recoating projects. George's design experience includes the preparation of technical reports, construction plans, and specifications for sewer mains, wastewater lift stations, water main replacements, water storage tanks, and water pumping stations. As the Program Administrator in charge of Brelje & Race's Injury and Illness Prevention Program, George manages employee work site hazard assessment education and development of Site Specific Health and Safety Plans for their construction site activities.

Construction Management and Inspection

Redwood Valley County Water District

- Water Infrastructure Retrofit Project

City of Santa Rosa

- Geysers Pipeline-Delta Pond Connection Improvements
- Slater St and Lewrosa Wy Sewer and Water Replacement
- Oakmont Water Main Replacements
- A Place to Play Recycled Water Irrigation Pump Station
- Seismic Upgrades & Improvements, Tanks R2-A, R4B and R-14
- Geysers Recharge Pump Station Expansion
- Meadow Lane and Rohnert Park Pump Station Retrofits

City of Rohnert Park

- Water Storage Tank 8 and Transmission Mains
- Water Storage Tank No. 2 Interior Recoating
- Water Storage Tanks 1, 3, 4, and 5 Coatings
- Adrian Dr Sewer and Water Rehabilitation Phase 1

City of Cotati

- St. Joseph Sewer Line Replacement
- William St and Olof St Sewer Replacements

City of Cloverdale

- Water System Improvement Project Phase 2
- Clarifier and Filter Rehabilitations, Three Phases
- Ritter and South Crest Tank Design
- Hot Springs Tank Rehabilitation

City of Petaluma

- Paula Lane Tank Evaluation and Rehabilitation
- Hardin Lane Tank Evaluation and Rehabilitation
- Manor Tank Evaluation and Rehabilitation

Town of Windsor

- Welded Steel Water Storage Tank Rehabilitation – Lakewood Tanks I and II and Shiloh Tanks A, B and 4
- Storage Tank Warranty Recoating, Mayacama Golf Course
- Welded Steel Water Storage Tank Rehabilitation – Lakewood Tank II and Shiloh Tanks A, B and IV

North Marin Water District

- Water Treatment Plant Clear Wells Evaluation and Coating

Callayomi County Water District

- Water Treatment Plant and System Upgrades

County of Sonoma

- Graton ADA Improvements, Phase I

Inverness Public Utility District

- Conner Tank Rehabilitation

Hidden Valley Lake Community Services District

- Water Storage Reliability Project

Water / Wastewater

City of Santa Rosa

- Jack London Elementary School
- A Place to Play Recycled Water Irrigation Pump Station

Town of Windsor

- Lakewood Water Storage Tank Rehabilitation

City of Rohnert Park

- Water Storage Tanks 1, 3, 4, and 5 Coatings Evaluation Report
- Water Storage Tank 8 and Transmission Mains

City of Petaluma

- Hardin Tank Evaluation and Rehabilitation
- Manor Tank Evaluation and Rehabilitation
- Wastewater Biosolids Removal Facility

Inverness Public Utility District

- Water Tank Evaluations
- Stockstill Tank Replacement

Bodega Water Company

- Water System Improvements

Loch Lomond Mutual Water Company

- Tank Rehabilitation

Yulupa Mutual Water Company

- Storage Tank Design

Russian River County Water District

- Four Water Tank Evaluations

Cobb Area Water District

- Tank Evaluations and Rehabilitations
- Seismic Retrofit of Starview, Lassen, and Bonanza Springs Storage Tanks

Forestville Water District

- Hwy 116 Tank Evaluation and Rehabilitation

BRIAN J. GONG, P.E.



Education
M.S., Civil and Environmental Engineering, UC Berkeley, 2015

B.S., Environmental Sciences, UC Berkeley, 2014

Registration
Professional Civil Engineer, CA No. 88474

Certifications
Construction Specifications Institute – Construction Documents Technologist

Professional Affiliations
Construction Specifications Institute, Redwood Empire

Experience
Joined firm in 2018
Entered profession in 2015

Brian Gong has 11 years of experience performing both technical work and field investigations for water and wastewater projects. His civil engineering experience includes master planning, predesign and design, asset management, cost estimation, and field observation of construction work. Brian's expertise includes complex data analysis utilizing industry standard software, including ArcMap, InfoWater, HEC-RAS, AutoCAD, ArcGIS, Excel, and Access.

Water

City of Rohnert Park

- Tank 8, Multi-Use Access Road, and Pipeline
- Water System Hydraulic Model Study Update
- Southeast Water Main Improvements
- Water System Flushing Program
- Sonoma Mountain Village Modeling
- Redwood Drive Hotel Modeling

City of Petaluma

- Hardin Lane Tank Improvements and Seismic Upgrades

Forestville Water District

- PRV Repair and Replacement
- Water System GIS Update

Callayomi County Water District, Middletown

- Water Treatment Plant and Office Replacement Bid Docs

City of Santa Rosa

- Meadow Lane Pond Inundation Modeling and Mapping and Emergency Action Plan
- Lake Ralphine & Fountaingrove Inundation Modeling and Mapping and Emergency Action Plan
- Tank & Pump Station Seismic Upgrades Phase 5
- Geysers Delta Connection Improvement
- Laguna Treatment Plant Flood Protection
- Robin Way Water System Consolidation

Sonoma Water

- Inundation Modeling and Mapping for Breach Scenarios at Five Dam Sites

Construction Management

City of Rohnert Park

- Water Tank 8 Construction Management

Pathways Design/ADA Compliance

City of Rohnert Park

- Trail to Crane Creek Regional Park - Phases 1-B and 3

Site Development

Sonoma County Regional Parks

- Russian River Trail – Wohler Segment Planning Study
- Tolay Lake Regional Park Culvert Replacement

BRENNEN URBANEK, P.E.



Education
B.S., Civil Engineering, California State University, Chico, 2014

Registration
Professional Civil Engineer, CA No. 95239

Professional Affiliations
American Society of Civil Engineers

Experience
Joined firm in 2018
Entered profession in 2015

Brennen Urbanek has 11 years of civil engineering experience, including civil design for site development, water and wastewater infrastructure, ADA compliance, storm water mitigation, pavement maintenance systems, and construction management. Brennen's civil design experience encompasses water, sewer and storm drainage utilities; grading and drainage; and earthwork calculation and cost estimating utilizing industry standard software including AutoCAD Civil 3D, Excel, and ArcGIS.

Project Experience

Hidden Valley Lake Community Services District

- Water Storage Reliability Project

Redwood Valley County Water District

- Redwood Valley Water Infrastructure Retrofit Project

City of Healdsburg

- Healdsburg Avenue Sewer Replacement
- March Avenue Reconstruction & Pedestrian Improvements

City of Rohnert Park

- Sidewalk & Driveway Improvements
- Trail to Crane Creek Regional Park - Phases 1-B & 3
- Water Tank 8, Access Road, and Water Mains

Callayomi County Water District

- Water Treatment Plant Construction Services

County of Sonoma

- Occidental ADA Improvements, Phase 3

City of Santa Rosa

- Water Tank and Pump Station Seismic Upgrades Phase 5
- Albany, Clement, and Malano Water and Sewer Replacement
- Rock Creek and Matanzas Sewer and Water Replacement
- Los Alamos Trunk Sewer Replacement
- Slater and Lewrosa Sewer and Water Replacement inspection
- Santa Rosa Creek Trail Dutton Avenue Access
- B Street Slurry Seal
- Calistoga Road Rehabilitation
- Laguna Treatment Plant Flood Protection Project

City of Petaluma

- Municipal Airport Drainage Improvements
- Sports Complex Drainage Investigation and Mitigation

City of Cloverdale

- Washington Street ROW Extension
- Storm Drain Relocation
- City of Cloverdale Tentative Map

Alexander Valley Healthcare

- Alexander Valley Wellness Center Site Development

JEFF ROACH, P.L.S.



Education
A.A., Civil Survey Technology, Santa Rosa Junior College, 1995

Registration
Professional Land Surveyor
CA No. 9158

Experience
Joined firm in 2003
Entered profession in 1995

Survey Department Manager Jeff Roach is a California Professional Land Surveyor with 31 years of experience. Jeff is proficient in a broad range of survey products, including boundary, topography, construction, utility, control, right of way, ALTA, and Flood Certificates. Jeff has been a trusted member the Brelje & Race team since 2003, where he has earned a reputation for thoroughness and accuracy. Jeff has extensive field surveying experience, having served as Party Chief for hundreds of survey projects for both public and private clients. Below is a selection of projects on which Jeff has performed comprehensive land surveying services:

Municipal

City of Santa Rosa

- Laguna Treatment Plant Flood Protection Design Survey
- Rock Creek and Matanzas Water Main Replacement Design Survey
- Santa Rosa Creek Trail Dutton Avenue Access Design Survey

City of Rohnert Park

- Southeast Specific Plan Area Water Transmission Main Design Survey
- Sewer Interceptor Outfall Boundary Survey
- Anderson 53/Tank 8 Boundary Survey
- Trail to Crane Creek Regional Park Design Survey and Alignment Staking

City of Cloverdale

- Washington Street Extension Right-of-Way Survey

Town of Windsor

- Pond 5 Berm Restoration Design Survey

City of Cotati

- William and Olof Sewer Main Replacement Design Survey
- Sewer Collection System Repairs Design Survey

City of Petaluma

- Airport Taxiways A and B Topographic Survey

City of St. Helena

- St. Helena Flood Control Project

County of Sonoma Permitting and Resource Management Department

- Retrace Survey of Kingsbury County Line of 1877

K-12 Schools and Higher Education

Mendocino Unified School District

- Mendocino High School Campus Modernization Topographic Survey

Sonoma Valley Unified School District, Sonoma, CA

- Sonoma Valley High School Track and Field Replacement Design and Construction Surveys
- Sonoma Valley High School CTE Modernization Topographic Survey
- Flowery Elementary School New Modulars Construction Survey
- Altimira Middle School New Track and Field and Locker Rooms Design and Construction Surveys
- Woodland Star Charter School New Classrooms Design Survey
- El Verano Elementary School Multipurpose Room Design Survey

West Sonoma County Union High School District, Sebastopol, CA

- Analy High School Aerial Topographic Survey

Gravenstein Union School District, Sebastopol, CA

- Hillcrest Middle School Campus Modernization Design Survey

Bellevue Union School District, Santa Rosa, CA

- Kawana Springs Elementary School New Multipurpose Building Construction Survey
- Bellevue Elementary School Play Area Design Survey
- Meadow View Elementary School Campus Modernization Design Survey

Roseland School District, Santa Rosa, CA

- Roseland Accelerated Middle School Construction Survey

Petaluma City Schools

- Cherry Valley Elementary School Play Area Topographic Survey

Old Adobe Union School District, Petaluma, CA

- Loma Vista Elementary School New Modulars Design Survey

Santa Rosa City Schools

- Helen Lehman Elementary School New TK Building Design Survey and Boundary Resolution
- Piner High School Emergency Modulars Design and Construction Surveys
- Manzanita Elementary School New TK Classrooms Design Survey
- District Office Modernization Design Survey and Boundary Resolution

San Rafael City Schools

- Terra Linda High School Street Frontage Improvements Design Survey

Tamalpais Union High School District, Larkspur and Mill Valley, CA

- Redwood High School Campus Modernization Design Survey
- Tamalpais High School Campus Modernization Design Survey and Boundary Mapping

Boys & Girls Clubs of Sonoma-Marin, Santa Rosa, CA

- Roseland Boys & Girls Clubhouse Design and Construction Surveys

Sonoma State University, Rohnert Park, CA

- Tuscany Village
- Green Music Center

Middletown Unified School District

- Coyote Valley Elementary School ADA Dropoff Topographic Survey
- Middletown High School New Modulars Topographic Survey

Kelseyville Unified School District

- Kelseyville High School New Athletic Field Design and Construction Surveys

Geyserville Unified School District

- Geyserville Elementary School Topographic Survey

West Side Union Elementary School District, Healdsburg, CA

- West Side Elementary School Topographic Survey

JUSTIN WITT



Education
M.A., Geography – Natural Resources Management and Environmental Planning, San Francisco State University, 2003

B.A., Cultural Anthropology, San Francisco State University, 1997

Professional Affiliations
Association of Environmental Professionals

North Bay Climate Adaptation Initiative

Experience
Joined firm in 1999
Entered profession in 1999

Senior Environmental Planner Justin Witt has 27 years of experience in project administration and preparation of environmental review documents and environmental permits for public agencies and private clients. He is skilled in preparation of all California Environmental Quality Act (CEQA) documents including Environmental Impact Reports (EIRs), Initial Studies, Negative Declarations, and the CEQA-required public review processes, noticing requirements, and public meetings. Justin has prepared National Environmental Policy Act (NEPA) documents for numerous USDA-funded and State Water Board projects. He is proficient in preparing and processing environmental permits related to the U.S. Army Corps of Engineers, Regional Water Quality Control Board, the California Department of Fish and Wildlife and US Fish and Wildlife Service.

CEQA / NEPA

County of Mendocino

- Redwood Valley Water Infrastructure Retrofit Initial Study/MND/NEPA documentation

City of Cloverdale

- Water System Improvements Initial Study/MND/USDA NEPA

City of Calistoga

- Water Treatment and Distribution Project Initial Study/MND/USDA NEPA

CEQA

City of Santa Rosa

- Santa Rosa Creek Trail Dutton Ave Access Initial Study/MND
- South Fulton Road Trunk Sewer Repair Initial Study/MND
- Sebastopol Road Widening, Southwest Santa Rosa Initial Study
- Railroad Square Drainage Improvements Initial Study/MND
- Los Alamos Trunk Sewer Replacement Initial Study/MND
- Oakmont Treatment Plant Sewer Relocation Initial Study/MND
- S9 Pump Station Initial Study/MND
- T&L Micro General Plan and Zoning Amendment Initial Study/MND

City of Rohnert Park

- Water Main Improvement Project Initial Study/MND

City of Healdsburg

- 255 Dry Creek and Grove Business Center Initial Study/MND

City of Sonoma

- New Norrbom Road Water Tank Initial Study/MND

Sonoma County Regional Parks

- Guerneville River Park Project Initial Study/MND
- Ragle Ranch Regional Park Off-leash Dog Area Initial Study/MND

Sonoma Valley Unified School District

- Flowery Elementary School Parking Lot

- Sonoma Valley High School Parking Lot and Student Drop-off Initial Study/MND
- El Verano Elementary School Multipurpose Building

New Haven Unified School District, Union City

- Cesar Chavez Middle School Sports Fields and Drop-Off Categorical Exemption

Alameda Unified School District

- Wood Middle School Modernization, Phase 1 IS/MND
- Otis Elementary School Modernization IS/MND

Sacramento State University Office of Water Projects

- Palomino Estates Water System Improvements IS/MND
- Robin Way Water System Consolidation IS/MND
- Meadow Pointe Upper Lake Water System Consolidation IS/MND

Sunrise Shore Mutual Water Company

- Water System Compliance and Sustainability project – assist lead agency with preparation of IS/MND

Konocti County Water District

- Lower Lake/Konocti Intertie IS/MND

Russian River County Water District

- Water Rights Petition Project Initial Study/MND
- Hacienda Annexation Initial Study/MND

Occidental Community Services District

- Water Service Zone Expansion Initial Study/MND

Sweetwater Springs County Water District

- Water Rights Petition for Extension of Time Initial Study/MND
- Water Distribution and Storage Projects Initial Study/MND

Special District Public Works Projects

- Kelly Mutual Water Company Water System Improvements Initial Study
- Valley of the Moon Water District, Bolli Tank Project Initial Study

Sonoma County Junior College District

- Shone Farm 8MG Recycled Water Reservoir Project Initial Study
- B. Robert Burdo Culinary Arts Center Initial Study
- Lawrence A. Bertolini Student Services Center Initial Study
- Frank P. Doyle Library Initial Study
- Petaluma Campus Phase II Supplemental EIR
- Warren G. Dutton Jr. Agriculture Pavilion Initial Study

Roseland School District

- Roseland University Prep Initial Study

Bellevue Union School District

- Bellevue Elementary School Modernization Project Initial Study



ERIC G. CHASE

Principal Geotechnical Engineer/Project Manager

EDUCATION

B.S. Civil Engineering
California Polytechnic State University, San Luis Obispo, CA 1990

REGISTRATIONS

California Geotechnical Engineer, GE 2628

California Civil Engineer, CE 53150

AFFILIATIONS

ASCE – American Society of Civil Engineers

Chi Epsilon Honor Society

Cal Poly Civil Engineering Department Advisory Board Member

PROFESSIONAL HISTORY

2000 - Present
RGH Consultants l Santa Rosa, CA
Principal Engineer

1992 - 2000
Geomatrix Consultants l San Francisco and Oakland, CA
Senior Engineer

1990 - 1992
Herzog Associates, Inc. l Petaluma, CA
Staff Engineer

RELATIVE EXPERIENCE

Mr. Chase has over 30 years of managing geotechnical services for public infrastructure projects including parks, schools, athletic fields, trails, pathways, parking lots, and roadways. Mr. Chase has worked with leading design teams and local agencies to develop sound and cost effective geotechnical and geologic solutions/mitigations for projects that are identified to have problematic soils and bedrock conditions such as: expansive materials, compressible, or potentially liquefiable soils; slope stability issues; and faulting/potential seismic geologic hazards.

Mr. Chase is proficient in project coordination, communication, and completion with design team partners and federal, state, and local, municipalities. Specifically, management of knowledgeable RGH design engineers, geologists, and experienced technicians certified by NICET, ACI, and ICC.

REPRESENTATIVE PROJECTS

- Bower Park Restoration and Improvements, Gualala, CA
- Country Club Drive Rehabilitation, Rohnert Park, CA
- Emergency 36-inch Transmission Replacement. Napa, CA
- Third Street Rehabilitation, San Rafael, CA
- First and F Street Bridge Replacement, Petaluma, CA Park, CA
- Fulton Road Widening (Guerneville to Piner Road), Santa Rosa, CA
- North McDowell Blvd Complete Streets Project, Petaluma, CA



JARED J. PRATT

Principal Engineering Geologist/Project Manager

EDUCATION

A.A. Natural Science
Ricks College, Idaho, 1993

B.S. Geology
California State University System: Sonoma State University, California, 1999

REGISTRATIONS

Certified Engineering Geologist, No. 2453

California Professional Geologist, No. 7901

State of California Safety Assessment Program Certified Volunteer, No. 75881

Qualified SWPPP Developer (QSD), No. GO2453

AFFILIATIONS

AEG – Association of Engineering Geologists

Former San Francisco Chair
AEG – Association of Engineering Geologists

ASCE - American Society of Civil Engineers

PROFESSIONAL HISTORY

2006 - Present
RGH Consultants l Santa Rosa, CA
Principal Engineering Geologist, Project Manger

1999 - 2006
Kleinfelder Associates, Santa Rosa, CA
Project Geologist, Project Manager

REPRESENTATIVE EXPERIENCE

Mr. Pratt has provided geologic mapping and analysis for numerous Sonoma and Marin County projects and has experience working in Alameda, San Francisco, Mendocino, Napa and Lake Counties. Mr. Pratt has managed several hundred individual projects including geotechnical studies for capital improvement projects, roadway improvement, commercial and residential development as well as construction inspection and testing programs. He is extremely familiar with mapping and methods to locate, identify, and explore Bay Mud and soft soil deposits, having worked on dozens of Bay Mud projects throughout the North Bay area.

Mr. Pratt has also specialized in hillside construction and landslide evaluation studies as well as fault evaluations. He has extensive experience with grading projects including roadway preparation, building site improvements and landslide repair.

REPRESENTATIVE PROJECTS

- First and F Street Bridge, Petaluma, CA
- Sunrise Pickle Ball Courts, Rohnert Park Kotate Park Improvements, Cotati, CA
- Browns Valley Road at Valley Glen Landslide, Napa, CA
- Cooper Drive Slope Failure, Santa Rosa, CA
- North McDowell Blvd Complete Streets, Petaluma, CA
- Emergency 36-inch Transmission Replacement, Napa, CA



YEARS OF EXPERIENCE

- 31 years with ZFA
- 31 years total

EDUCATION

- B.S., Civil Engineering, 1992, California Polytechnic State University, San Luis Obispo

PROFESSIONAL REGISTRATION

- CA Structural Engineer 4861
- CA Civil Engineer 57777
- United States Green Building Council LEED AP
- State of California Department of Emergency Services Disaster Services Worker Safety Assessment Program ID #10826
- FEMA Urban Search and Rescue Task Force 3 Structural Specialist

PROFESSIONAL MEMBERSHIPS

- Structural Engineers Association of Northern California (SEAONC)
- SEAONC Sustainable Design Committee Member
- Former City of Santa Rosa Design Review Board
- Community College Facility Coalition

KEVIN G. ZUCCO, SE, LEED AP

EXECUTIVE PRINCIPAL | PRINCIPAL-IN-CHARGE

Over the course of his 30+ year career in the industry, Kevin has performed structural design and analysis of public and civic structures throughout Northern California, including Mendocino County. He is adept in the planning, design, and management of large- and small-scale capital improvement projects ranging from structural assessments and evaluations to renovations and new construction.

Kevin applies his experience and enthusiasm for the industry to designing build-able and reliable public and essential facility structures with coherent and practical construction documents to meet all architectural design features. Kevin is adept in the use of the California Building Code's Existing Structures chapter, the International Existing Building Code, California Historic Building Code, and most relevantly ASCE 41. He has evaluated and retrofit many existing buildings for continued occupancy and reuse in both Life Safety and Immediate Occupancy categories. Kevin developed ZFA's program to use ASCE 41 as a tool for building evaluations. The standards have been applied across multiple jurisdictions to determine the effectiveness of original construction, to identify any structural deficiencies, to provide recommendations for retrofit, and to develop cost estimates for remodel and retrofit construction.

Kevin and ZFA staff are also FEMA trained to assist each other and our communities with weather-related events, hazardous-substance release, medical, terrorism, and threats of violence.

RELEVANT PROJECT EXPERIENCE

County of Mendocino Structural MSA	Mendocino County
Mendocino Transit Authority – Administration Building	Ukiah
Millview County Water District Pumphouse Building	Ukiah
Hopland Pomo Indians - Education Center	Hopland
County of Sonoma Structural On-Call	Sonoma County
Department of General Services Structural On-Call	Coastal Region
City of Santa Rosa Structural On-Call	Santa Rosa
Vacaville Corporation Yard	Vacaville
West County Transportation Addition	Santa Rosa
San Ramon Public Safety Building	San Ramon
San Ramon Fire Station No. 34 Remodel	San Ramon
Napa Corporation Yard	Napa
Truckee Corporation Yard - Phase 3	Truckee
Sunnyvale Corporation Yard	Sunnyvale
Lake County Transportation Yard	Lower Lake
San Rafael Corporation Yard	San Rafael
West Sacramento Corporation Yard	West Sacramento
West County Transit Authority O & M Facility	Sonoma County
HHSA - West Marin Service Center	Point Reyes Station
Sonoma County Water Agency Channel Dr. Bridge Repair	Santa Rosa
City of Rohnert Park Water Tank Assessments	Rohnert Park
City of Santa Rosa Pump Station 4 Evaluation	Santa Rosa
Sonoma County River Diversion Project	Healdsburg



YEARS OF EXPERIENCE

- 17 years with ZFA
- 27 years total

EDUCATION

- B.S., Civil Engineering, 1998, San Francisco State University, San Francisco

PROFESSIONAL REGISTRATION

- CA Structural Engineer 6648
- CA Civil Engineer 81019
- State of California Department of Emergency Services Disaster Services Worker Safety Assessment Program ID #73268

PROFESSIONAL MEMBERSHIPS

- Structural Engineers Association of Northern California (SEAONC)
- Existing Building Committee, Chair

CHRISTIAN BOTTO, SE

SENIOR ASSOCIATE | PROJECT MANAGER

Christian began his professional career first working in his native Central American, then at a Construction Management firm on SFO's Boarding Area A project. He is a seasoned structural engineer with design experience on public, commercial, residential, and educational buildings. He is particularly passionate about retrofitting existing facilities to extend their service life in the communities they serve.

Christian uses a collaborative approach leveraging BIM technology to ensure a structural design is fully coordinated, buildable, and efficient. His experience includes the design and construction of several public projects as well as feasibility studies and evaluations. He works closely with clients to ensure their needs are integrated into a solution that works for both the approval agencies and the client.

Christian is a member of the California Emergency Management Agency (CAL EMA) Safety Assessment Program as a Disaster Service Worker which allows him to support the community in assisting in the review of structures after an earthquake or other natural disaster.

RELEVANT PROJECT EXPERIENCE

Millview County Water District Pumphouse Building	Ukiah
Willits Warehouse & Distribution	Willits
Sonoma County Water Agency Channel Dr. Bridge Repair	Santa Rosa
City of Rohnert Park Water Tank Assessments	Rohnert Park
Fulton Sewer Improvements	Rohnert Park
City of Santa Rosa Pump Station 4 Evaluation	Santa Rosa
Sonoma County River Diversion Project	Healdsburg
City of Santa Rosa Generator Replacement	Santa Rosa
Santa Rosa Seismic Upgrades & Improvements Phase 5	Santa Rosa
Hardin Tank Assessment	Petaluma
Channel Drive Bridge Review	Santa Rosa
Balletto Vineyards and Winery Patio	Santa Rosa
First and F Street Bridge Replacement	Petaluma
Petaluma Municipal Airport Hanger Repair	Petaluma
San Geronimo Creek Temporary Utility Crossing	Lagunitas-Forest Knolls
Calistoga Fire Alert Monopole	Calistoga
Petrified Forest Monopole	Calistoga
Soda Canyon Monopole	Napa
Santa Rosa Police Dept. Existing Monopole Evaluation	Santa Rosa
City of Santa Rosa Light Pole Anchor Bolt Repair	Santa Rosa
Las Gallinas Operations Control Center	San Rafael
City of Richmond Booker T Anderson Community Center	Richmond
Seapoint Remodel	Manchester
Private Manufacturing Facility	Redwood Valley
Windsor Odd Fellows Seismic Retrofit	Windsor
Pacifico Restaurant, URM Evaluation & Seismic Retrofit	Calistoga

Matthew Torre, PE VP

Principal

Summary:

Matt joined 15000 Inc. in 2007 and acts as the Senior Mechanical Engineer, Chief Operating Officer, and Quality Control Manager. He has been an irreplaceable addition since his first day with the firm and quickly rose to the level of Principal in 2014.

His responsibilities include establishing and enforcing engineering standards as part of his quality control duties, project management, and Matt also leads our internal continuing education program which culminates in our annual Professional Development Week where we educate ourselves and our staff in the latest technologies, code interpretations and the future of our industry.

Matt is an integral part of our lead design team here at 15000 and lends his expertise and talents to a variety of projects which range from municipal to commercial through education and hospitality facilities and beyond.

Professional Affiliations:

CA Professional Engineer: M36589

UT Professional Engineer: 10513390-2202

NV Professional Engineer: 26130

OR Professional Engineer: 106201PE

HI Professional Engineer: PE-21506

Member of ASHRAE, NFPA, USGBC, ASPE, CSI, and AWWA

CSU Chico: Bachelor of Science, Civil Engineering

SFCC: Engineered Plumbing System

ACOM Certified

Contact Information:

Telephone: (707) 577-0363

Email: matt@15000inc.com

Recent Municipal Experience:

County of Sonoma: Master Services (2020-2025)

County of Sonoma: CSU Generator

County of Sonoma: MADF HVAC Replacement

County of Sonoma: Airport Admin Split System

City of Petaluma: Veteran's Building MEP

City of Sonoma: Veteran's Building MEP

City of Rohnert Park: Animal Shelter HVAC

City of Rohnert Park: BCA Implementation

City of Santa Rosa: City Hall Chiller Replacement

Town of Windsor: Buildings 200, 300 and 400 Remodel

Butte County: Courthouse Remodel

City of Palm Springs: Plan Check Services

City of Palm Springs: Inspection & Code Enforcement

Cal-Fire: Dormitory Remodel

Town of Sonoma: Depot Modernization MEP

Town of Sonoma: Veterans Memorial Remodel

Town of Sonoma: City Hall & Library Remodel

County of Sonoma: MADF Shower Modernization

County of Mendocino: Spanish Mountain Antenna

City of Santa Rosa: Finley Swim Center Remodel

Town of Fort Bragg: CV Starr Community Center Cx

Town of Petaluma: Corporation Yard

Count of Sonoma: Los Guilicos Remodel

PG&E: Eureka Sub-Station Remodel

PG&E: Santa Rosa Sub-Station Remodel

PG&E: San Ramon Sub-Station Remodel

Town of Suisun: Railroad Depot Modernization

Napa County: Courthouse Modernization

Contra Costa County: Fire Station #81 Remodel

Lake County: New Fire Station

Town of Willits: New Fire Station

Count of Sonoma: Electric Vehicle Standard Project

DAVID NOREN, REA

Vice President, Environmental Services Manager

Mr. Noren is EBA's Manager of Environmental Services with over 34 years of experience in environmental services and engineering. His expertise includes technical and management services for a wide range of environmental, hydrogeological, and solid waste landfill projects. He is well versed in permitting with local, State, and Federal agencies and in stormwater management sampling and reporting, various levels of regulatory permitting and water use studies, landfill closure, general property transfer and property development studies, and in the preparation of Categorical Exemptions, Initial Studies, Negative Declarations, and Mitigated Negative Declarations per CEQA and NEPA Environmental Assessments.

Mr. Noren is knowledgeable in the application of numerous investigative and treatment methodologies in a variety of geologic environments including the investigation and remediation of a diverse range of contaminated sites and municipal solid waste facilities.

Mr. Noren's responsibilities include management and oversight of all environmental services.

SPECIALTY

Environmental Services

YEARS OF EXPERIENCE

34

YEARS WITH EBA

30

REGISTRATIONS

California Registered Environmental Assessor

OSHA 40-hour Hazardous Waste Activities Supervisor Training

EDUCATION

MS, Environmental Management, University of San Francisco

BS, Agricultural Science and Management, University of California, Davis

AFFILIATIONS

North Coast Regional Water Quality Control Board

California Groundwater Association

Santa Rosa Plain Groundwater Sustainability Agency Advisory Committee

Sonoma County Farm Bureau Natural Resource Committee

Santa Rosa Junior College Ag Trust

RELEVANT EXPERIENCE

- NEPA Environmental Assessments.
- CEQA Initial Studies, Categorical Exemptions, Mitigated Negative Declarations/Negative Declarations.
- Individual or nation-wide permit applications for Section 404 (US Army Corps of Engineers), Section 401 Water Quality Certification (San Francisco Bay Regional Water Quality Control Board), California Department of Fish and Wildlife Stream Bed Alteration Agreements, California Coastal Commission, BCDC Entitlements.
- Compliance monitoring including soil, groundwater, soil vapor and ambient air monitoring and sampling.
- Work plans for soil and groundwater investigations, hydrogeologic evaluations, corrective action plans, and landfill closure documentation.
- Field work, including environmental investigations requiring UST removal and over-excavations, soil and groundwater sampling and analysis, surface and storm water sampling and analysis.
- Phase I Environmental Site Assessments.
- Phase II Environmental Site Investigations.
- City of Santa Rosa Limited Phase 1 Environmental Site Assessment Services Master Agreement 2016 - Present (completed 13 projects to date)

KEVIN COKER, REA

Senior Environmental Scientist, CEQA Practitioner

Mr. Coker has over 27 years of experience in the field of environmental assessments and investigations, and various levels of property transfer and property development studies. Mr. Coker has performed over 200 Phase 1 Environmental Site Assessments (ESAs) in northern California, as well as CEQA- and NEPA-related environmental reviews. Mr. Coker is accomplished in CEQA/NEPA studies, work plans, summary reports, and related technical documents.

As a Senior Environmental Scientist and CEQA Practitioner, Mr. Coker is expert in soil, groundwater, and soil-vapor investigations; environmental assessments; property development and land-use permitting and associated studies; data evaluation and interpretation.

Mr. Coker's responsibilities include the oversight of project budgets, client and regulatory agency interactions, site investigation activities, and field and reporting programs.

- NEPA Environmental Assessments.
- CEQA Initial Studies, Categorical Exemptions, Mitigated Negative Declarations/Negative Declarations.
- Preparation of Work Plans for soil and groundwater investigations, hydrogeologic evaluations, corrective action plans, and closure documentation.
- Compliance monitoring including soil, groundwater, soil vapor and ambient air monitoring and sampling.
- Field work, including environmental investigations requiring UST removal and over-excavations, soil and groundwater sampling and analysis, surface and storm water sampling and analysis.
- Phase I Environmental Site Assessments.
- Phase II Environmental Site Investigations.
- Santa Rosa Behavioral Health Care Center Expansion CEQA Study, Santa Rosa
- Sam Jones Hall Annex Improvements CEQA Study, Santa Rosa
- Pantheon Group Commercial Manufacturing & Distribution Facility CEQA Study, Eureka
- South Cloverdale Water Company Public Water System (PWS) Consolidation NEPA Study, Cloverdale
- Schukler Family Properties 19357 Sonoma Highway ESA, Sonoma

SPECIALTY

Environmental Services / CEQA Practitioner

YEARS OF EXPERIENCE

27

YEARS WITH EBA

7

REGISTRATIONS

California Registered Environmental Assessor

OSHA 40-hour Hazardous Waste Operation & Emergency Response Training

OSHA 8-hour Hazardous Waste Supervisor Training

EDUCATION

BA, Environmental Studies & Planning / Hazardous Materials Management, Sonoma State University, Rohnert Park, CA

CEQA Practitioner Training Program, University of California, Davis

AFFILIATIONS

Association of Environmental Professionals

MAX KRUZIC, PG, CHg, QSD

Senior Geologist / Hydrogeologist

SPECIALTY

Environmental Geology, Solid Waste, & Hydrogeologic Services

YEARS OF EXPERIENCE

15

YEARS WITH EBA

14

REGISTRATIONS

California Professional Geologist, PG 9311

California Certified Hydrogeologist, CHg 1062

Qualified Stormwater Developer

OSHA 40-hour Hazardous Waste Activities Training

OSHA 8-hour Hazardous Waste Supervisor Training

EDUCATION

BS, Earth Science, University of California, Santa Cruz, CA

AFFILIATIONS

National Groundwater Association

Mr. Kruzic is a professional geologist and certified hydrogeologist with 15 years of experience in the fields of environmental geology, solid waste, and hydrogeology. He is responsible for implementing and managing hydrogeologic, environmental and solid waste landfill projects. The nature and scope of these projects include surface and subsurface geologic investigations, hydrogeologic characterization, remedial investigations/feasibility studies, and implementation of monitoring and reporting programs.

Mr. Kruzic is knowledgeable in developing and implementing a wide variety of groundwater-based investigations including hydrogeologic studies and site characterization/remediation investigations for solid waste landfills and commercial facilities (i.e., fueling stations, dry cleaners, etc.). He oversees EBA's groundwater monitoring programs for solid waste landfill sites in Sonoma and Mendocino counties.

RELEVANT EXPERIENCE

- Phase II Environmental Site Assessments for various municipal and private clients: Sonoma, Lake, Napa, Mendocino, and Humboldt Counties
- City of Santa Rosa Garage #9 UST Investigation & Remediation
- City of Santa Rosa City Hall Annex Phase II ESA & Case Closure, Santa Rosa
- Sonoma County Landfill (LF) Post-closure Compliance, various facilities, Sonoma County
- Sonoma County Airport LF Post-closure Compliance, Sonoma County
- Annapolis LF Post-closure Compliance, Sonoma County
- Guerneville LF Post-closure Compliance, Sonoma County
- Healdsburg LF Post-closure Compliance, Sonoma County
- Occidental LF Post-closure Compliance, Sonoma County
- Roblar LF Post-closure Compliance, Sonoma County
- Sonoma LF Post-closure Compliance, Sonoma County
- City of Ukiah LF Environmental Monitoring, Mendocino County
- City of Ukiah Groundwater and Surface Water Investigation, Ukiah
- City of Ukiah, UST Investigation, Remediation and Case Closure, Ukiah
- City of Ukiah, Former Leslie Street Gas Plant, Investigation and Remedial Planning, Ukiah
- City of Willits, UST Investigation, Remediation and Case Closure, Willits

* Projects completed with previous firm.

Appendix B

Rate Schedules

Brelje & Race Consulting Engineers

RGH Consultants, Inc.

ZFA Structural Engineers

15000 Inc.

EBA Engineering

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Brelje & Race
CONSULTING ENGINEERS

SERVICES RATE SCHEDULE
EFFECTIVE MARCH 1, 2026

PROFESSIONAL SERVICES

Senior Principal	$285.00/hour
Associate Principal	265.00/hour
Associate (Managing Engineer)	250.00/hour
Senior Project Advisor	250.00/hour
Senior Engineer	245.00/hour
Engineer II	225.00/hour
Engineer I	210.00/hour
Engineering Technician II	190.00/hour
Engineering Technician I	180.00/hour
Senior Planner	210.00/hour
Planner	175.00/hour
Senior Surveyor	210.00/hour
Surveyor	195.00/hour
Senior Survey Technician	185.00/hour
Survey Technician	165.00/hour
CAD Technician Supervisor	185.00/hour
CAD Designer	175.00/hour
CAD Technician	160.00/hour
Engineering Intern	130.00/hour
Construction Engineer	200.00/hour
Construction Technician II	185.00/hour
Construction Technician I	170.00/hour
Technical Writer	140.00/hour

EXPERT WITNESS & MEDIATION SERVICES
$600.00/hour

FIELD SURVEYING

One-man Party (Including Survey Equipment & Vehicle)	$315.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	$400.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	$525.00/hour

CLERICAL SERVICES
$110.00/hour

OUTSIDE CONSULTANTS
Cost + 10% Handling Charge

OUTSIDE PLOTTING AND REPRODUCTION
Cost + 10% Handling Charge

IN-HOUSE PLOTTING

Vellum or Bond	$10.00/sheet
Mylar	25.00/sheet

Note

To maintain transparent and predictable billing, Brelje & Race's hourly rates include vehicle usage, surveying materials, incidental consumables, computer hardware, computer software, and information technology costs.

RGH CONSULTANTS
Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

SCHEDULE OF CHARGES
Effective January 1, 2026

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	$250/hour
Associate	$205/hour
Senior Engineer/Geologist	$195/hour
Project Engineer/Geologist	$175/hour
Staff Engineer/Geologist	$150/hour
Field Engineer	$140/hour
Field Engineer (Prevailing Wage)	$180/hour
Graphics	$110/hour
Administrative Support	$90/hour

EQUIPMENT

Seismic Site Class (ReMiNode)	$500/day
Slope Inclinometer Instrument	$200/day
Coring Machine	$400/day
Infiltration Test Apparatus	$200/day
Sonic Echo Foundation Test Gauge	$200/day
Specialty Software (i.e. SLOPE/W, VolFlo)	$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks	$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	$400
Each Additional Cylinder Break	$50
Each Additional Core Break	$100

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is $400 per hour for the principal, associate, and project level professional and $280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 10 percent.

Executive Principal	$285
Principal	$240
Associate Principal	$215
Senior Associate	$200
Associate	$190
Senior Engineer	$170
Engineer	$155
Engineer – Designer	$135
Project BIM Manager	$155
Senior BIM Technician	$145
BIM Technician	$125
Engineering Support	$85

15000 Inc.

6085 state farm drive, #130
rohnert park, ca 94928
phone: 707.577.0363
fax: 707.577.0364

HOURLY RATES & REIMBURSABLE EXPENSES FOR 2024, 2025, & 2026

(E1) Principal Mechanical Engineering:	**$260.00 / Hour**
(L1) Principal Electrical Engineering:	**$260.00 / Hour**
(E2) Mechanical Engineering:	**$240.00 / Hour**
(L2) Electrical Engineering:	**$240.00 / Hour**
(D1) Senior Mechanical/Electrical Design:	**$220.00 / Hour**
(D2) Mechanical/Electrical Design:	**$210.00 / Hour**
(3D) Building Information Modeling:	**$210.00 / Hour**
(CX) Commissioning Services:	**$200.00 / Hour**
(CG) CalGreen Special Inspector Activities:	**$180.00 / Hour**
(EA) Energy Analysis:	**$180.00 / Hour**
(DR) Computer Aided Drafting:	**$170.00 / Hour**

Work performed on an hourly basis will be billed as noted above. Reimbursable expenses associated with all work will be billed as follows:

Mileage:	**$0.55 / Mile**
Sub-Consultants:	**Cost +15%**
Shipping:	**Cost +10%**
All other expenses:	**Cost +15%**

STANDARD SCHEDULE OF FEES

Principal Geologist / Principal Engineer	$245 - $265 /hr.
Project Manager	$170 - $225 /hr.
Senior Geologist / Senior Engineer	$160 - $200 /hr.
Senior Project Geologist / Engineer	$150 - $185 /hr.
Project Geologist / Project Engineer	$145 - $180 /hr.
Staff Geologist / Staff Engineer	$110 - $145 /hr.
CEQA Practitioner	$200 /hr.
Survey: 3 Man Crew	$400 /hr.
Survey: 2 Man Crew	$315 /hr.
Survey Travel: 2 Man Crew	$215 /hr.
Survey: 1 Man Crew	$215 /hr.
Surveyor	$185 - $215 /hr.
Survey Technician	$140 - $160 /hr.
Senior Environmental Scientist / Specialist	$140 - $185 /hr.
Environmental Scientist / Specialist	$85 - $135 /hr.
Design Draftsperson	$125 - $145 /hr.
Drafting Technician	$105 - $165 /hr.
Clerical	$75 /hr.
Administrative	$80 /hr.
Systems Manager	$90 /hr.
Depositions or court proceedings	200% of usual rates
Subconsultants	Cost plus 15%
Prints and materials	Cost plus 15%
Miscellaneous expenses	Cost plus 15%

***Prevailing wage rates may be adjusted based on DIR wage determinations**.*

Rates effective January - December 2026.

Fees may increase between 3% - 5% upon the start of each new fiscal year.

Brelje & Race
CONSULTING ENGINEERS

Water • Wastewater • Site Development • Land Surveying • Planning

475 Aviation Blvd., Suite 120 • Santa Rosa, CA 95403 • v: 707-576-1322 • www.brce.com

CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
LUMOS & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this __ day of June, 2026 ("Effective Date"), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and Lumos and Associates, Inc., a Nevada corporation 950 Sandhill Road, Suite 100, Reno, Nevada 89521 ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for On-Call Engineering & Surveying Services for two years, 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 June 22, 2026, by Resolution No. _____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A,** for a total amount not to exceed One Hundred Ten Thousand Dollars ($110,000.00) with Fifty Five Thousand Dollars ($55,000.00) allocated for fiscal year 26/27 and Fifty Five Thousand Dollars ($55,000.00) allocated for fiscal year 27/28.

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 June 30, 2028. 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 September 20, 2028 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least

ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

a. Be adjudged a bankrupt;

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

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

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

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

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

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

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

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

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

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

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

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

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall

forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

except as otherwise expressly provided in this Agreement.

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be John Smith. 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 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:
Lumos & Associates, Inc.
950 Sandhill Road, Suite 100
Reno, NV 89521
Tel: 916-980-8228

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

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the

parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

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

If Consultant is a design professional performing “design professional” services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant’s sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other

indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *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 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

participate in any meeting required with regard to the correction.

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

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

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

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

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

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.24. Severability. If any provision of this Agreement is determined by a court of

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

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

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

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

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

CITY

By: _____
Isaac Whippy
Its: City Manager

CONSULTANT

By: _____
Dan Stucky, P.E.
Its: Director of Engineering

ATTEST:

By: _____
Diana Paoli
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL

(Scope of Work, Fee Schedule and Time Table)

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Docusign Envelope ID: 0FB6B9CC-392B-8BBC-80C3-53A8F7033E61

CITY OF FORT BRAGG
Incorporated August 5, 1889
416 N. Franklin Street, Fort Bragg, CA 95437
Phone: (707) 961-2823 Fax: (707) 961-2802
www.FortBragg.com

CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with A.B.S. Builders, Inc for the Bainbridge Park Enhancement Project dated April 30, 2025, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of April 28, 2025.

It is recommended that the completed project be accepted by the City Council.

Signed by:
Chantell O'Neal
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Chantell O'Neal
Assistant Director of Engineering

DATED: June 12, 2026.

EXHIBIT "A"