



Scope of Work and Estimated Cost City of Fort Bragg Raw Waterline Replacement Project

Prepared for:

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June 30, 2026

WRA PROJECT NO. 350068

PURPOSE

WRA, Inc. (WRA), is pleased to submit this proposal to provide professional consulting services to the City of Fort Bragg (Client) to support the raw waterline replacement project (Project) in the City of Fort Bragg, California. This Scope of Work describes the level of effort required to comply with the Project's California Department of Fish and Wildlife (CDFW) Lake or Streambed Alteration Agreement (LSAA) (Notification No, EPIMS-MEN-49514-R1C and EPIMS-MEN-31384-R1C), project Mitigation Measures, and NOAA Biological Opinion (WCRO-2025-00645)/CDFW Incidental Take Permit.

SCOPE OF WORK

The following tasks will be performed under this Scope:

Phase 2: Permit Compliance

TASK 1a: Pre-construction Special-Status Species Surveys and Reporting

Per the IS/MND mitigation measures or LSAA, the following preconstruction surveys will be conducted ahead of the start of construction:



Species	Permit	Survey	Survey methodology needed?	Reporting Timing
Special-status amphibians	LSAA/CEQA (BIO-1)	Within 24 hours in aquatic habitats in Segment 2, Newman Reservoir, and Hare Creek and culverts in Segment 2	-	No reporting required
Fish	CEQA	Within 24 hours in Hare Creek and Newman Reservoir	-	Jan 15 following dewatering (per NMFS)
Sonoma tree vole	CEQA (BIO-4)	Segment 3	Yes	No reporting required
Western pond turtle	CEQA (BIO-5)	No more than 14 days prior to commencement within 350 of suitable habitat. Habitat is at ends of Segment 2 and 3 near Noyo River, Newman Reservoir, and Hare Creek. Nests and individuals.	-	If turtles are documented, the results of the surveys will be submitted to CDFW within three days following the survey.

To fulfill the preconstruction survey requirements in the CDFW LSAA, and other project permits, a single WRA biologist will survey the site 48 and 24 hours ahead of the start of construction to meet the survey requirements for special-status species listed in the table above. Reporting will occur as identified in the table above. As these surveys are required in different locations across the Project Area, this estimate provides for seven survey efforts, one each for the western pond turtle and Sonoma tree vole within 48 hours prior to initiation in suitable habitat and one for fish within 24 hours of start of work and four for the special-status amphibians within 24 hours of start of work.

Task 1a Deliverables

- One summary memo covering western pond turtle surveys, if necessary.

Task 1a Assumptions

- If additional surveys are required, those services may be added through a subsequent Change Order
- Northern Spotted Owl nesting season is February 1 through July 31 and Marbled Murrelet nesting season is March 24 through September 15. No Northern Spotted Owl or Marbled Murrelet surveys are necessary as the project work will either occur outside the nesting season OR outside the sound impact buffer identified in the IS/MND and LSAA until after nesting season.
- Surveys will be charged by unit rate with one unit including one survey effort by one WRA biologist.

Task 1b: Pre-construction Osprey and Nesting Bird Surveys and Reporting

As per BIO-2, BIO-3, and CDFW LSAA measures, a qualified WRA biologist will conduct a survey to determine the presence and location of active bird nests within and immediately adjacent to the Project site, extending to a maximum of 500-foot radius around the Project site. The pre-construction survey will be performed between the hours of dawn and 10:30 am, during the period when birds are most active. Nesting surveys are required no more than five days prior to initiation of construction if within the nesting period (Feb 1 through Sept 15). Due to size of the Project Area, a total of 5 surveys are assumed.

A survey memo will be prepared summarizing the results of the pre-construction nesting bird survey. The memo will include surveyor names, weather and visibility conditions, methodology, site description, results of literature review, findings, nest buffers implemented, maps, and photographs of the site, as applicable. The memo will be submitted within 3 business days following the completion of the nest surveys via email for review and acceptance.

Task 1b Deliverables

- One survey effort with one memo as described above. Within three business days of survey completion, a nesting bird survey report will be provided to CDFW.

Task 1b Assumptions

- Five surveys are included in this Scope of Work; If additional surveys are required, those services may be added through a subsequent Change Order.
- Surveys will be charged on unit basis and include one qualified biologist.
- The survey will be conducted within five days prior to initiation of construction activities.

TASK 2: Fish Rescue and Relocation

Fish rescue and relocation is required as part of the minimization measures for the National Marine and Fisheries Service (NMFS) and CDFW permits. Two locations require dewatering: Newman Reservoir and Hare Creek.

In accordance with those Project permits and the approved Dewatering and (prepared by the contractor), WRA will provide a Senior level fisheries biologist and one assistant to conduct fish rescue and relocation. Per the NOAA CD Terms and Conditions, a designated fisheries biologist shall monitor the construction site during placement and removal of cofferdams, and channel diversions. The biologist shall be on-site during all dewatering events in anadromous fish streams (Hare Creek) to ensure all ESA-listed fish are captured, handled, and relocated safely.

WRA will provide all equipment, including a backpack electro-fisher, seine, block and dip nets, relocation coolers and water quality measuring equipment. Prior to conducting fish rescue and after the relocation is complete, all equipment will be sanitized in accordance with the stipulations of the Project permits. It is assumed that the rescue and dewatering will take no more than two days (one day for each site). Additionally, the NOAA CD Terms and Conditions 4 requires reporting following fish relocation activities. The report is due to NMFS by January 15 of the year following construction.

Task 2 Deliverables

- Up to two days of fish rescue and relocation by a senior fisheries biologist with one assistant biologist.
- Fish capture and relocation equipment for two days of fish rescue.
- Fish Relocation Report

Task 2 Assumptions

- The fish rescue will be scheduled at least two weeks prior to dewatering. Short notice may delay the project due to WRA staff availability.
- No capture/relocation plan is required to be submitted to agency staff.

Task 3: Worker Environmental Awareness Program

Under this task, WRA will prepare a Worker Environmental Awareness Program (WEAP) which will meet the requirements of project permits including the CDFW LSAA measures and BIO-1 measure. The presentation will be provided via a recording by a CDFW-approved Qualified Biologist to construction personnel.

Task 3 Deliverables

- WEAP presented in English and in both video and PDF format

Task 3 Assumptions

- The training will be presented via recording.
- This task does not include translation into other languages.
- This task does not include specific site visit(s) solely to provide the WEAP to Project personnel.
- The City will be responsible for collecting and retaining signatures of the training attendance.

Task 4: Wetland and Habitat Protection

The IS/MND Mitigation Measure BIO-10 requires water quality protection measures. To comply with this measure, a WRA biologist will flag edge of wetlands and streams to be avoided prior to construction and train construction personnel on all required avoidance and minimization measures and permit requirements regarding water quality protection.

Task 5a: Inspections (Half Day)

As per CDFW LSAA Measure 2.7 and BIO-1 the designated biologist will visually inspect all sections of pipe/construction material on Segments 2 and 3 for the presence of wildlife. Records will be kept of any wildlife species relocated (Measure 2.11). To prevent strandings of aquatic species in areas of dewatering in Hare Creek and Newman Reservoir, daily monitoring in dewatered areas will be conducted. The biologist will capture and relocate stranded species (2.20.6 and 2.16.5). This task assumes the duration of monitoring will be up to 10 days, per communication with the project contractor.

Task 5a: Monitoring (Full Day)

As per IS/MND Measure BIO-1, the biologist will monitor any vegetation removal within aquatic habitat in the project area. Also, the biologist will monitor installation of water diversion structures placed in Segment 2 and Segment 5 for any proposed culvert replacement and for all in-stream diversion activities. This task assumes the duration of monitoring will be up to 30 days, per communication with the project contractor.

To fulfill the inspection/monitoring requirements, WRA will provide one approved biologist each day to either inspect work sites or monitor work activities in the 2026 season. This Scope of Work assumes that the duration of construction in 2026 in aquatic habitat will be up to 40 days and assuming the biologist will be required on site for no more than 8 hours per day.

Task 5 Deliverables

- Biological inspection or monitoring by one biologist for no more than 40 8-hour days in 2026.

Task 5 Assumptions

- Biological monitoring is billed at a unit rate. The total calculated herein represents 40 days in 2026.
- Workdays will be no more than 8 hours per day onsite.
- Holiday and overnight shifts (i.e. those working past 19:00) will not be required.
- If more than an average of 8 hours of work per day is required, this cost will be covered under a subsequent Change Order.
- IS/MND Measure BIO-9 states the construction zone will be monitored daily prior to construction by “trained staff.” WRA assumes construction staff that has undergone WEAP will conduct this task.

Task 6: Project Management and Reporting

This task includes communication and coordination with the Client as well agency and contractor communications to fulfill permit conditions and scheduling. This task also includes compliance with CDFW LSAA measures 2.2, 2.11, 2.6, requiring the following notifications and reports:

- Designated Biologist: At least 30 days prior to project activities, submit for review and approval the name and qualifications for the biologists that will oversee the implementation of the conditions in the LSAA (Qualified Biologist) and biological monitor.
- Wildlife Records: Within two weeks of completion of the work season or project, a record of all relocated wildlife species will be provided to CDFW. The record will include date of capture, method of capture, location of movement relation to project site and the number and species moved.

This task will provide the needed documentation and communication to meet the reporting and notification requirements.

Task 6 Deliverables

- Relocated Wildlife Records
- Biologist resume submittal

Task 6 Assumptions

- No edits to the reports will be required.

SCHEDULE

Work can begin upon execution of this Scope of Work.

STAFFING

Matt Richmond will be the principal in charge of the project. Rhiannon Korhummel will be the project manager. Other staff will be assigned to the project as necessary to complete the work outlined in this Scope of work.

ESTIMATED COST

The estimated cost for the services described in this Scope of Work is provided below. This cost is based on the assumptions above and normal working conditions. The total cost will not be exceeded without authorization. Costs will be charged by Unit, Fixed Fee, or Time and Materials as noted.

Task	Billing type	Unit cost	Est. No. Units Required	Total Cost
Phase 2: Permit Implementation Support During Construction				
Task 1a: Pre-construction Special-status Species Surveys	Unit (per survey)	\$1,170	7	\$8,190
Task 1b: Pre-construction Nesting Bird Survey and Reporting	Unit (per survey)	\$940	5	\$4,700
Task 2: Fish Rescue and Relocation	Unit (per day)	\$6,860	2	\$13,720
Task 3: Worker Environmental Awareness Program	Fixed fee	--	--	\$2,000
Task 4: Wetland and Habitat Protection	Unit (per survey)	\$940	2	\$1,880
Task 5a: Daily Inspections (half day)	Unit (per survey)	\$720	10	\$7,200
Task 5b: Daily Monitoring (full day)	Unit (per day)	\$1,400	30	\$42,000
Task 6: Project Management and Reporting	Time and Materials	--	--	\$5,280
Total:				\$84,970

TERMS AND CONDITIONS

This Scope of Work is subject to WRA's Standard Terms and Conditions, which are attached hereto and incorporated herein as Exhibit A.

(Approval / Signature Page Follows)



APPROVAL TO PROCEED

To authorize WRA's services and signify their mutual intent to be legally bound by this Scope of Work and Exhibit A, authorized representatives of the parties hereby execute this agreement, effective upon the date when both parties have signed below.

For Client

Signature Date

Printed Name and Title

Email Address

Billing Information:

Name and Email (if different from above)

For WRA

Signature Date

Printed Name and Title



EXHIBIT A
WRA, INC. – STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE: The standard of care for all professional services performed or furnished by WRA under the Scope of Work and this Exhibit A (together, this “Agreement”) will be consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances. No other warranty, express or implied, is made or intended as related to the services provided. All estimates, recommendations, and opinions of WRA will be based upon the information available to WRA at the time. Any such estimates, recommendations, and opinions are not a guarantee as to a specific outcome or result, and do not constitute investment advice or services.

2. SCOPE OF WORK; CHANGES: The services to be performed under this Agreement are outlined in the attached Scope of Work. Client understands that laws and regulations change, and that government agency decisions are not predictable. Client agrees that WRA shall not be liable for any changes affecting its scope of services that result from causes beyond WRA’s reasonable control. In the event of a change to WRA’s scope of services, the compensation and timing for services under this Agreement shall be adjusted by mutual agreement of the parties in the form of a written Change Order that is executed by both parties. If Client requests that WRA procure certain materials, the parties shall execute a Change Order.

3. ESTIMATED COST; PAYMENT: The cost of WRA’s services is outlined in the attached Scope of Work, based on the assumptions and limitations outlined therein. Labor rates are subject to an annual increase each January, but stated costs will not be exceeded without authorization. Reimbursable expenses, including subcontractors and equipment, are charged at cost plus ten percent (10%). WRA will invoice Client for its services monthly, based on time and expenses for actual work completed, or based on the percentage of work completed if a fixed fee is arranged. Payment is due within 30 days of the date on the invoice. A service charge of one and one-half percent (1.5%) per month may be added to account balances over 30 days past due. If Client disagrees with any portion of an invoice, it shall notify WRA in writing within 10 days of receipt of the invoice and promptly pay the portion not in dispute. If WRA requires Client to pay a portion of the estimated cost in advance, this amount will be applied to invoices until it is exhausted. If WRA requires Client to pay a “retainer,” the retainer amount will be held and applied only to the final invoice under the relevant Scope of Work.

4. CONFIDENTIALITY: All data, documents, discussions and other information received from and developed for Client in performance of this Agreement are assumed to be confidential and will not be disclosed to any person, except as authorized in writing by Client, or as required by law. Information shall not be deemed confidential if it is or has become public record, if it was already in WRA’s possession or is independently developed by WRA, or if it was lawfully obtained from a third party.

5. WORK PRODUCTS: Reports, data and other products of WRA’s services under this Agreement are for the sole use of Client. Client understands and agrees that all work products resulting from WRA’s efforts are intended solely for purposes of this Agreement, and that any reuse or modifications for purposes outside this Agreement shall be at Client’s sole risk.

6. CLIENT DUTIES: Client agrees to (a) provide complete requirements for, and all known information pertinent to, the Scope of Work; (b) provide or arrange for legal access and entry to project sites; (c) provide any notices required to enable WRA’s services, or provide WRA with authorization to provide such notices; (d) give prompt written notice to WRA whenever Client becomes aware of any development that affects the scope or timing of WRA’s services; (e) make reasonable efforts to ensure safe working conditions for WRA staff, including prompt notice of any known hazardous conditions at project sites. Client shall be fully responsible for any costs, delays, or penalties that result from Client’s non-compliance with applicable laws, or due to any error, inaccuracy, ambiguity, or omission in the information provided by Client to WRA.

7. HAZARDOUS CONDITIONS: If the presence of an unanticipated hazardous condition is discovered by WRA staff during the performance of services under this Agreement, WRA shall notify Client and cease work. Under such circumstances, WRA will be entitled to an equitable adjustment to the compensation and timing for services under this Agreement by mutual agreement of the parties. If unanticipated hazardous conditions discovered at the site cause WRA staff to cease work, all related time for mobilization, partial work performed, and travel to and from the site shall be billed to and paid by Client.

8. LEGAL COUNSEL: WRA may provide guidance related to government regulations; however, WRA does not provide legal advice, and Client is advised to consult with independent legal counsel to interpret current laws related to regulatory compliance, and prior to taking any actions on project sites. Client assumes full responsibility for its own actions on project sites that may lead to enforcement actions by the federal or state governments or agencies and related liabilities.

9. NONDISCRIMINATION: WRA warrants that it is an Equal Opportunity Employer and that it shall comply with all applicable regulations governing equal employment opportunity, including the California Fair Employment and Housing Act. Neither WRA nor any of its subcontractors shall discriminate in the employment of any person based on any legally protected category or prohibited basis. All federal, state and local nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10. LIMITATION OF LIABILITY: In no event, whether because of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall WRA or Client be liable for any special, consequential, incidental, or punitive damages. WRA's maximum liability to Client for any and all loss or damage arising out of this Agreement shall be limited to the repair, replacement or re-performance of the delivered services, or if repair, replacement or re-performance is impossible or impractical, then to the insurance proceeds made available to WRA for such liability.

11. INSURANCE: Throughout its performance of services under this Agreement and any Change Orders, WRA will hold and maintain general, professional, and auto liability insurance policies with a limit of not less than one million dollars (\$1,000,000) each, as well as statutory workers' compensation coverage. A certificate of insurance is available upon request.

12. INDEMNIFICATION: Client and WRA each agree to indemnify and hold harmless the other party and its officers, directors, partners, and employees, from all liabilities arising from claims by third parties, including reasonable attorneys' fees and expenses, solely to the extent they are actually caused by the negligence of the indemnifying party arising out of the performance of this Agreement. Furthermore, WRA shall not be responsible for the failure of Client's other consultants or contractors to fulfill their contractual and legal responsibilities, and Client agrees to indemnify and hold harmless WRA against any liabilities arising out of such failures.

13. TERMINATION: Either party may terminate the Agreement (a) immediately in the event of a material breach by the other party that is not cured within five (5) days after being given notice of such breach, or (b) for any reason upon ten (10) days' advance notice to the other party. All work completed up to the effective date of termination will be due and payable by Client, and all deliverables prepared by WRA up to such time shall be provided to Client.

14. FORCE MAJEURE: Neither party shall be responsible for delay in the performance of its obligations under this Agreement caused by an occurrence or circumstance beyond its control, including but not limited to, severe weather or other natural catastrophes; terrorism, war, riots, strikes, lockouts or other disturbances; or acts of the government or any governmental agencies. To the extent that WRA's services are delayed by such events, WRA will be entitled to an equitable adjustment to the timing for services under this Agreement.

15. DISPUTE RESOLUTION: Client and WRA agree that any disputes related to this Agreement shall first be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Each party is responsible for paying its own share of costs for mediation. If the parties are unable to resolve a dispute through mediation, such dispute shall be resolved exclusively by arbitration before a single arbitrator in Marin County, California, in accordance with the rules of the Judicial Arbitration and Mediation Service ("JAMS") applying the laws of California. The parties agree that discovery shall be permitted, that the arbitration award shall include factual findings or conclusions of law, and that no punitive damages shall be awarded. The parties understand that they are waiving the right to a jury trial, and that any party's right to appeal or to seek modification of any ruling or award of the arbitrator is limited. Any award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered on it in any court of competent jurisdiction as otherwise provided by law.

16. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. NOTICES: Any notice provided for under this Agreement will be given in writing to the parties at the physical and/or email addresses set forth in the Scope of Work, or to such other addresses as either party may later specify or use while performing under this Agreement. Notice shall be effective on the date of service if served personally, upon delivery by a nationally recognized express courier, upon receipt if mailed by certified first class U.S. mail, or upon delivery by email.

18. OTHER PROVISIONS: This Agreement, including the attached Scope of Work, constitutes the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior and contemporaneous representations, agreements, or understandings between the parties, except to the extent the parties have executed a separate confidentiality or non-disclosure agreement, which shall remain in full force and effect. If any provision of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the other provisions shall remain in full force and effect. No amendment or supplement of this Agreement shall be binding unless in writing signed by both parties. No waiver of any one provision of this Agreement shall constitute a waiver of any other provision. Except for permitted successors, assigns, and WRA subsidiaries and affiliates, this Agreement shall not operate for the benefit of any third parties. Neither party may assign this Agreement without the prior written consent of the other. The section headings herein are provided for convenience, and shall not be taken into consideration in the interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the use of electronic signatures for the execution of this Agreement shall be legally binding and shall have the same full force and effect as if signatures were by hand.

Remittance Information



VENDOR

WRA, Inc.

2169-G East Francisco Blvd.

San Rafael, CA 94901

P: 415.454.8868

E: accounting@wra-ca.com

PAYMENT METHODS

Below are the accepted payment options for remitting payment to WRA, Inc.

1. ACH / Electronic Payment

Bank Name: Farmers & Merchants Bank of Central California

Account Name: WRA, Inc.

Routing Number (ACH): 121108441

Account Number: 9157386601

Remittance email: accounting@wra-ca.com

2. Check Payment (Lockbox Address)

WRA, Inc.

P.O. Box 956

Elk Grove, CA 95759

3. Credit Card Payment

WRA accepts major credit cards for invoice payments.

Please note a 3% processing fee will be applied to all credit card transactions.

To pay via credit card, please contact:

Leah Vitalicio

P: 925.539.6796

E: leah.vitalicio@wra-ca.com

Note: For ACH/check payments, please include the invoice number(s) in the remittance details to ensure timely and accurate payment application.