



City of Fort Bragg

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

Meeting Agenda City Council

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

Monday, December 9, 2024

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

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

ZOOM WEBINAR INVITATION

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

You are invited to a Zoom webinar.

When: Dec 9, 2024 06:00 PM Pacific Time (US and Canada)

Topic: CITY COUNCIL

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84756963168>

Or Telephone:

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

Webinar ID: 847 5696 3168

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

8. CONDUCT OF BUSINESS

- 8A. [24-1054](#)** 2024 City Council Reorganization
1. Adopt City Council Resolution Reciting the Fact of the General Municipal Election Held on November 5, 2024, Declaring the Result and Such Other Matters as Provided by Law
 2. Recognize Outgoing City Councilmember Norvell
 3. Administer Oaths of Office and Issue Certificates of Election
 4. Conduct City Council Reorganization
 - a. Consider Policy Governing Procedures Regarding City Council Reorganization
 - b. Selection of Mayor
 - c. Selection of Vice Mayor

Attachments: [RESO Certifying Election](#)

[Att 1 - RESO Exhibit A - Result of Canvass](#)

[Att 2 - Oath or Affirmation of Allegiance](#)

[Att 3 - Certificate of Election](#)

[Mayoral Rotation-analysis- Councilmember Albin-Smith](#)

- 8B. 24-1072** Nomination and Appointment of Planning Commissioner to Serve on the Fort Bragg Planning Commission and Swearing In of New Commissioner

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

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

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

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

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

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A.** [24-1062](#) Approve Contract from Telcion for Purchase of Network Infrastructure Equipment Not to Exceed \$55,111.18

Attachments: [DOC120324](#)

- 5B.** [24-1064](#) Approve Pump Repair to the Noyo River Intake (Amount Not to Exceed \$67,880.97) and Approve Budget Amendment 2024/25-04 for Fiscal Year 2024/25

Attachments: [PumpMan Quote](#)
[Budget Amendment 2024/25-04](#)

- 5C.** [24-1063](#) Resolution of the Fort Bragg City Council Amending the Pay Rate and Range for the City Manager Classification and Confirming the Pay Rates and Ranges for All of City of Fort Bragg Established Classifications Effective December 1, 2024

Attachments: [RESO XXXX - All Inclusive -Amending City Manager Pay Rate.docx](#)
[Exhibit A](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

- 7A.** [24-1027](#) Conduct a Public Hearing, Introduce By Title Only, and Waive Further Reading of Ordinance xxx-2024 Amending Chapter 6.12 "Nuisances", Of the Fort Bragg Municipal Code Division 6, To Establish And Authorize Code Enforcement Cost Recovery Fees

Attachments: [Cost Recovery Staff Report 12-9-2024](#)
[Cost Recovery CC Reso 12-9-2024](#)
[Cost Recovery NOPH 12-9-2024](#)

- 7B. [24-1055](#) Conduct Public Hearing, and Consider Adoption of City Council Resolution Recover the Cost to Provide Contracted Building Permit Inspection Services

Attachments: [12092024 Building Permit Fees](#)
[Att 1- Resolution 4Leaf fees](#)
[Att 2 - Ex A Proposed Fee Update](#)
[Att 4 - Public Hearing Notice-4Leaf](#)
[Att 3 - MCPBD Fee Schedule - 02-05-2024](#)

8. CONDUCT OF BUSINESS

- 8C. [24-1043](#) Receive Report and Provide Direction Regarding Priorities for Achieving Pro-Housing Strategy 2H. Elimination or Replacement of Subjective Design Standards with Objective Design Standards for Ministerial Review of Multifamily Housing Projects; CEQA Exemption 15061(b)(3), Public Resource Code 21065.

Attachments: [Staff Report - Pro-Housing Design Review](#)
[Attachment 1 - Fort Bragg Multifamily Design Review Checklist](#)
[Attachment 2 - Fort Bragg Multifamily Zoning Compliance Checklist](#)

- 8D. [24-1053](#) Receive Report and Consider Adoption of City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Rolloff Rate Increases

Attachments: [12092024 RWS Disposal Rate Adjustment](#)
[Att 1 - RESO](#)
[Att 2 - ExA RWS Rate Increase](#)

- 8E. [24-1056](#) Receive Report and Consider Adoption of City Council Resolution Accepting the Lowest Responsive Bid, Awarding the EV Fleet Charging Station Project, City Project No. PWP-00126 to Akeff Construction Services, Inc., Approving Budget Amendment 2024/25-05, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$159,897.00); Categorical Exemption 15301

Attachments: [12092024 EV Fleet Contract Award](#)
[Att 1 - RESO EV Fleet Contract](#)
[Att 2 - Exhibit A Budget Amendment 2024/25-05](#)
[Att 3 - Exhibit B Plans and Specs](#)
[Att 4 - Akeff Construction Contract](#)

8F. [24-1068](#) Receive Report and Consider Adoption of City Council Resolution Approving the Contract with Kevin M. Sullivan & Associates, Inc. for the C.V. Starr Center HVAC Replacement and Improvements Project, City Project PWP-00135; Authorizing City Manager to Execute Contract (Amount Not to Exceed \$870,000.00)

Attachments: [Staff Report - HVAC Contract Award](#)
[RESO - C.V. Starr HVAC](#)
[Exhibit A - C.V. Starr HVAC Drawings](#)
[Exhibit B - Contract](#)

8G. [24-1057](#) Financial Update: Receive and File Quarter One FY 2024/25 Financial Report

Attachments: [Q1 Financial Report FY 24-25](#)

9. CLOSED SESSION

9A. 24-1073 PUBLIC EMPLOYEE EVALUATION/DISCIPLINE/DISMISSAL/RELEASE
 Title: City Clerk
 Pursuant to California Government Code 54957(b)

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, JANUARY 13, 2025.**

STATE OF CALIFORNIA)
)ss.
 COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on December 5, 2024

 AMBER LENORE WEAVER
 Acting City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



City of Fort Bragg

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Text File

File Number: 24-1054

Agenda Date: 12/9/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

2024 City Council Reorganization

1. Adopt City Council Resolution Reciting the Fact of the General Municipal Election Held on November 5, 2024, Declaring the Result and Such Other Matters as Provided by Law
2. Recognize Outgoing City Councilmember Norvell
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 - b. Selection of Mayor
 - c. Selection of Vice Mayor

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON
NOVEMBER 5, 2024, DECLARING THE RESULT AND SUCH OTHER
MATTERS AS PROVIDED BY LAW**

WHEREAS, a General Municipal Election was held and conducted in the City of Fort Bragg, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of election was given in time, form, and manner as provided by law; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received, and canvassed and the returns made and declared in time, form and manner as required by the applicable provisions of the Elections Code of California for the holding of elections in general law cities; and

WHEREAS, the Mendocino County Clerk-Recorder has canvassed the returns of the election and has certified the results to the City Council; and the results are received, attached, and made a part hereof as Exhibit "A."; and

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 the whole number of ballots cast in the precincts of the City of Fort Bragg except for vote-by-ballots was 176. That the whole number of vote-by-mail ballots cast in the City was 4,558, making a total of 4,734 votes cast in the City.

SECTION 2. That the names of persons voted for at the election for Member of the City Council are as follows: (a) For the four-year term: Bethany Brewer, Ryan Bushnell, Scott Hockett, Lindy Peters, and Melissa "Mel" Salazar; and

SECTION 3. That the measures voted upon at the election are as follows:

Measure T: APPROVAL OF FORT BRAGG PUBLIC SAFETY, WORKFORCE HOUSING, AND ESSENTIAL SERVICES TAX

Shall the measure providing Fort Bragg funding for city services, such police and fire protection; 911 emergency medical response; natural disaster preparation; providing affordable workforce housing; addressing homelessness; storm drain maintenance for clean water; recreation programs; and general government services by establishing a locally controlled 3/8c sales tax providing approximately \$800,000 annually until ended by voters; requiring independent audits and public disclosure of all spending, be adopted?	YES	
	NO	

Measure U: FORT BRAGG TOURIST IMPACT REDUCTION/QUALITY OF LIFE MEASURE

Shall the measure providing Fort Bragg funding to reduce tourist impacts; keep public spaces, parks, beaches, and bathrooms safe, clean, and free of litter; support local businesses; and other general government services by increasing a locally controlled transient occupancy (hotel) tax by 2% (paid only by hotel/lodging guests), providing approximately \$400,000 annually until ended by voters; requiring independent audits and public disclosure of all spending, be adopted?	YES	
	NO	

SECTION 4. That the whole number of votes given at each precinct and the number of votes given in the City for and against each question and for each candidate are as listed in Exhibit A attached.

SECTION 5. That the City Council does declare and determine that Lindy Peters and Scott Hockett were elected as Members of the City Council for the full term of four years; and

SECTION 6. That the City Council does declare and determine that a majority of the voters voting on Measures T at the election did vote in favor of it, that the measure was carried.

SECTION 7. That the City Council does declare and determine that a majority of the voters voting on Measures U at the election did vote in favor of it, that the measure was carried, and the ordinance presented to the voters as Measure T was adopted.

SECTION 8. That the City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) The office each person was voted for; (4) The number of votes given at each precinct to each person; (5) The total number of votes given to each person.

SECTION 9. That the City Clerk shall immediately make and deliver to the person so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to the person elected the Oath of Office prescribed in the Constitution of the State of California and shall have him or her subscribe to it and file it in the office of the City Clerk. The person so elected shall then be inducted into the office to which he or she has been elected.

SECTION 10. 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 _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9 day of December, 2024, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

Amber Lenore Weaver
Acting City Clerk



KATRINA BARTOLOMIE
ASSESSOR
COUNTY CLERK-RECORDER
REGISTRAR OF VOTERS
COMMISSIONER OF
CIVIL MARRIAGES

COUNTY OF MENDOCINO

OFFICE OF ASSESSOR-COUNTY CLERK-RECORDER
501 LOW GAP ROAD, RM. 1020
UKIAH, CALIFORNIA 95482
E-MAIL: acr@mendocinocounty.gov

TONYA MOUNTS
ASSISTANT ASSESSOR
(707) 234-6800
ASSESSOR FAX: (707) 463-6597

AMANDA WOLTER
ASSISTANT REGISTRAR OF VOTERS
ASSISTANT CLERK RECORDER
(707) 234-6819

Business Property (707) 234-6815
County Clerk: (707) 234-6822
Recorder: (707) 234-6823
CLERK-RECORDER FAX: (707) 463-4257

December 3, 2024

City of Fort Bragg
Attn: Diana Sanchez
416 N. Franklin St.
Fort Bragg, CA 95437

Dear Diana:

Enclosed please find the Certificate of County Clerk to Result of the Canvass and Statement of Votes Cast for the PRESIDENTAIL GENERAL Election held on TUESDAY, NOVEMBER 5, 2024.

Please feel free to contact this office if you have any questions.

Sincerely,

KATRINA BARTOLOMIE
Assessor-County Clerk-Recorder



Amanda Wolter
Assistant Registrar of Voters

Enc.

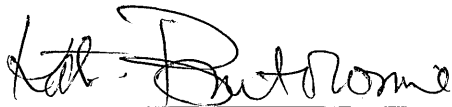
**CERTIFICATE OF COUNTY CLERK TO RESULT OF THE CANVASS
OF THE PRESIDENTIAL GENERAL ELECTION
HELD ON TUESDAY, DECEMBER 5, 2024**

STATE OF CALIFORNIA)
)SS
COUNTY OF MENDOCINO)

I, KATRINA BARTOLOMIE, County Clerk of said County, do hereby certify that I did canvass the returns of the votes cast for CITY COUNCIL, and MEASURES T & U, in the PRESIDENTIAL GENERAL Election held TUESDAY, NOVEMBER 5, 2024, in the CITY OF FORT BRAGG, COUNTY OF MENDOCINO, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast in each of the respective consolidated precincts therein, and that the totals of the respective columns and the totals as shown for and against each measure are full, true and correct.

WITNESS MY HAND AND OFFICIAL SEAL this 3RD day of December 2024.

(SEAL)



KATRINA BARTOLOMIE
Assessor-County Clerk-Recorder

OFFICIAL

2024 PRESIDENTIAL GENERAL ELECTION

Registered Voters

2961 of 54640 = 5.42%

Precincts Reporting

245 of 245 = 100.00%

Run Time 12:13 PM
Run Date 12/04/2024

11/5/2024

Page 1

**CITY OF FORT BRAGG
Two**

Member, City Council - Vote for no more than

Choice	Party	Absentee Voting		Election Day Voting		Total	
SCOTT HOCKETT		1,067	23.41%	43	24.43%	1,110	23.45%
LINDY PETERS		1,317	28.89%	37	21.02%	1,354	28.60%
BETHANY BREWER		722	15.84%	37	21.02%	759	16.03%
RYAN BUSHNELL		860	18.87%	28	15.91%	888	18.76%
MEL SALAZAR		592	12.99%	31	17.61%	623	13.16%
Cast Votes:		4,558	100.00%	176	100.00%	4,734	100.00%
Undervotes:		1,064		120		1,184	
Overvotes:		2		0		2	

MEASURE T

Choice	Party	Absentee Voting		Election Day Voting		Total	
YES		1,794	68.03%	82	75.93%	1,876	68.34%
NO		843	31.97%	26	24.07%	869	31.66%
Cast Votes:		2,637	100.00%	108	100.00%	2,745	100.00%
Undervotes:		176		40		216	
Overvotes:		0		0		0	

MEASURE U

Choice	Party	Absentee Voting		Election Day Voting		Total	
YES		2,064	81.10%	103	90.35%	2,167	81.50%
NO		481	18.90%	11	9.65%	492	18.50%
Cast Votes:		2,545	100.00%	114	100.00%	2,659	100.00%
Undervotes:		64		34		98	
Overvotes:		0		0		0	

*** End of report ***



**OATH OR AFFIRMATION OF
ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES**

State of California)
) ss.
County of Mendocino)

The Execution of this Oath is Required by Article XX, Section 3, of the Constitution of the State of California.

I, **SCOTT HOCKETT**, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Subscribed and sworn to before me this 9th day of December 2024.

Amber Leonor Weaver
Acting City Clerk

Scott Hockett
Councilmember



**OATH OR AFFIRMATION OF
ALLEGIANCE FOR
PUBLIC OFFICERS AND EMPLOYEES**

State of California)
) ss.
County of Mendocino)

The Execution of this Oath is Required by Article XX, Section 3, of the Constitution of the State of California.

I, **LINDY PETERS**, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Subscribed and sworn to before me this 9th day of December 2024.

Amber Leonor Weaver
Acting City Clerk

Lindy Peters
Councilmember



UNITED STATES OF AMERICA

Certificate of Election

State of California)
) ss.
County of Mendocino)

I, Amber Weaver, Acting City Clerk of the City of Fort Bragg, State of California, certify that at a General Election held in the City of Fort Bragg on Tuesday, November 5, 2024,

SCOTT HOCKETT

Was elected to the office of City Council for the City of Fort Bragg as appears by the official returns of the election and the statement of votes cast now on file in my office.

I affix my hand and official seal on this 9th day of December, 20224

Amber Lenore Weaver
City Clerk



UNITED STATES OF AMERICA

Certificate of Election

State of California)
) ss.
County of Mendocino)

I, Amber Weaver, Acting City Clerk of the City of Fort Bragg, State of California, certify that at a General Election held in the City of Fort Bragg on Tuesday, November 5, 2024,

LINDY PETERS

Was elected to the office of City Council for the City of Fort Bragg as appears by the official returns of the election and the statement of votes cast now on file in my office.

I affix my hand and official seal on this 9th day of December, 20224

Amber Lenore Weaver
City Clerk

Selection of the Mayor and Vice-Mayor

ANALYSIS:

The City of Fort Bragg currently chooses the Mayor and Vice-Mayor through a nomination process, in which the City Council casts their votes for nominees during a public meeting.

I propose an alternative based on a number of California cities that have adopted an annual rotational system to appoint the Mayor and Vice-Mayor. This permits every Council member to serve at least one year as mayor or Vice-Mayor.

In general, the rotation is based on seniority, with the longest-serving Councilmember serving as Mayor for one or two years. The second longest-serving Councilmember is appointed as Vice-Mayor.

California cities that already have a rotational system for Mayor and Vice-Mayor include, but is not limited to the following:

- Arcata
- Pt. Arena
- Millbrae
- Vernon
- Palmdale
- Watsonville
- Redlands
- Palm Springs
- Palm Desert
- Indio
- Rancho Mirage
- Culver City
- Cathedral City
- Rancho Cordova
- Banning
- Lincoln
- Ventura

Some cities have adopted a rotational system both through a majority vote of the City Council, which is then codified via an ordinance.

Some cities appoint annually in December, some every 2 years.

CONCLUSION:

In Fort Bragg, and although Jason Godeke has the least tenure than the rest of the council (except Scott), he also has valuable experience based on his two years as vice mayor.

I would propose we either:

1. Start a new rotation policy, inserting Lindy Peters and myself as mayor and vice mayor; or
2. Continue with Jason and move him up to Mayor. Then go by seniority inserting Lindy Peters or myself as vice mayor, and continue that trend.

Respectfully submitted by
Councilwoman Tess Albin-Smith



City of Fort Bragg

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Text File

File Number: 24-1072

Agenda Date: 12/9/2024

Version: 1

Status: Draft

In Control: Finance and Administration Committee

File Type: Report

Agenda Number: 8B.

Nomination and Appointment of Planning Commissioner to Serve on the Fort Bragg Planning Commission and Swearing In of New Commissioner



City of Fort Bragg

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

Text File

File Number: 24-1062

Agenda Date: 12/9/2024

Version: 1

Status: Business

In Control: City Council

File Type: Report

Agenda Number: 5A.

Approve Contract from Telcion for Purchase of Network Infrastructure Equipment Not to Exceed \$55,111.18



Prepared for City of Fort Bragg

2024-4 Fort Bragg CV Starr FY24/25 Project

Quote#TCG010584 v6

PREPARED FOR

Deb Smith
dsmith@fortbragg.com
(707) 961-2823

PREPARED BY

Darren Rodrigues
drodrigues@telcion.com
209 656 5740



Cisco Products

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
Using Merced FOCUS contract pricing				
No installation				
Cisco Hardware				
1	C9120AXI-B C9120AX Internal 802.11ax 4x4:4 MIMO;IOT;BT5;mGig;USB;RHL	3	\$941.64	\$2,824.92
2	C9200-48PXG-A Catalyst 9200 48-port 8xmGig PoE+, Network Advantage	2	\$5,744.79	\$11,489.58
3	C9200-STACK- KIT Cisco Catalyst 9200 Stack Module	2	\$818.38	\$1,636.76
4	C9200CX-12P- 2X2G-A Catalyst 9000 Compact Switch 12 port PoE+, 240W, Adv	2	\$1,365.43	\$2,730.86
5	C9K-CMPCT- PWR-CLP Power Retainer Clip for 9200CX Compact Switch	2	\$15.09	\$30.18
6	C9120AXI-B C9120AX Internal 802.11ax 4x4:4 MIMO;IOT;BT5;mGig;USB;RHL	7	\$1,103.99	\$7,727.93
7	C9200-48PXG-A Catalyst 9200 48-port 8xmGig PoE+, Network Advantage	1	\$5,744.79	\$5,744.79
8	C9200-STACK- KIT Cisco Catalyst 9200 Stack Module	1	\$818.38	\$818.38
9	STACK-T4-1M 1M Type 4 Stacking Cable	1	\$137.11	\$137.11
10	C9200CX-8UXG- 2X-A Catalyst 9000 Compact Switch 8 port UPoE with 4xmGig,240W,A	1	\$1,752.92	\$1,752.92
11	C9K-CMPCT- PWR-CLP Power Retainer Clip for 9200CX Compact Switch	1	\$15.09	\$15.09
Section Subtotal				\$34,908.52

→ CV Starr H/W
 Guest W/F: A/E H/W
 → PD H/W
 Guest W/F: H/W

Cisco Products

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE	
Cisco Software/SmartNet					
12	CON-SSSNT-C9120BIX	SOLN SUPP 8X5XNBD Cisco Catalyst 9120AX Series	3	\$114.32	\$342.96
13	CON-SSSNT-C92004XA	SOLN SUPP 8X5XNBD Catalyst 9200 48-port 8xmGig PoE+, Netwo	2	\$1,045.32	\$2,090.64
14	CON-SSTCM-C92A48	SOLN SUPP SW SUBC9200 Cisco DNA Adva	2	\$286.33	\$572.66
15	C9200-DNA-A-48-3Y	C9200 Cisco DNA Advantage, 48-Port, 3 Year Term License	2	\$2,274.19	\$4,548.38
16	CON-SSSNT-C9200CXM	SOLN SUPP 8X5XNBD Catalyst 9000 Compact Switch 12 port PoE	2	\$248.83	\$497.66
17	CON-SSTCM-C9292CXD	SOLN SUPP SW SUB C9200CX Cisco DNA Advantage, 12-Port Ter	2	\$46.58	\$93.16
18	C9200CX-DNAA12-3Y	C9200CX Cisco DNA Advantage, 3Y Term License, 12P	2	\$682.21	\$1,364.42
19	CON-SSSNT-C9120BIX	SOLN SUPP 8X5XNBD Cisco Catalyst 9120AX Series	7	\$114.32	\$800.24
20	CON-SSSNT-C92004XA	SOLN SUPP 8X5XNBD Catalyst 9200 48-port 8xmGig PoE+, Netwo	1	\$1,045.32	\$1,045.32
21	CON-SSTCM-C92A48	SOLN SUPP SW SUBC9200 Cisco DNA Adva	1	\$286.33	\$286.33
22	C9200-DNA-A-48-3Y	C9200 Cisco DNA Advantage, 48-Port, 3 Year Term License	1	\$2,274.19	\$2,274.19
23	CON-SSSNT-CX9293CX	SOLN SUPP 8X5XNBD Catalyst 9000 Compact Switch 8 port UPoE	1	\$318.14	\$318.14
24	C9200CX-DNAA8-3Y	C9200CX Cisco DNA Advantage, 3Y Term License, 8P	1	\$735.71	\$735.71
25	C9800-CL-K9	Cisco Catalyst 9800-CL Wireless Controller for Cloud	1	\$0.00	\$0.00
26	CON-ECMUS-C9800CLC	SOLN SUPP SWSS Cisco Catalyst 9800-CL Wireless Controll	1	\$2,088.14	\$2,088.14
27	CON-SSTCM-C9201CCD	SOLN SUPP SW SUB C9200CX Cisco DNA Advantage, 8-Port Term	1	\$46.58	\$46.58

→ CV Stora Licensing & Maint. 5/1
 → CV Stora
 → CV Lic. & Maint.
 → CV Lic. & Maint.
 → CV Lic. & Maint.



www.telcion.com - (209) 632-5700

Cisco Products

LINE #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	Section Subtotal			\$17,104.53

Subtotal: **\$52,013.05**

2024-4 Fort Bragg CV Starr FY24/25 Project



Prepared by:

Telcicon
 Darren Rodrigues
 209 656 5740
 drodrigues@telcicon.com

Prepared for:

City of Fort Bragg
 416 North Franklin Street
 Fort Bragg, CA 95437
 Deb Smith
 (707) 961-2823
 dsmith@fortbragg.com

Ship To:

City of Fort Bragg
 416 North Franklin Street
 Fort Bragg, CA 95437
 Deb Smith
 (707) 961-2823
 dsmith@fortbragg.com

Quote Information:

TCG010584
 Version: 6
 Quoted Date: 11/21/2024
 Expiration Date: 12/12/2024

Quote Summary

DESCRIPTION	AMOUNT
Cisco Products	\$52,013.05
Subtotal:	\$52,013.05
Estimated Tax:	\$3,098.12
Total:	\$55,111.17

The pricing on this proposal is valid for 30 days. All prices exclude freight and sales tax.

If you are a government or education client, please send a PO electronically to process the order. No need to approve online.

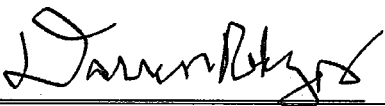
Payment Terms:

PO: Net 30

Lease: All leasing terms subject to final approval by Cisco Capital. All leases require progress payments.

Telcicon

City of Fort Bragg

Signature: 
 Name: Darren Rodrigues
 Title: Business Technology Consultant
 Date: 11/21/2024

Signature: _____
 Name: Deb Smith
 Date: _____



City of Fort Bragg

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

Text File

File Number: 24-1064

Agenda Date: 12/9/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5B.

Approve Pump Repair to the Noyo River Intake (Amount Not to Exceed \$67,880.97) and Approve Budget Amendment 2024/25-04 for Fiscal Year 2024/25



COMMERCIAL | INDUSTRIAL | MUNICIPAL PUMP SYSTEMS

Service, Repair, Parts & Expertise

**Quote
REMIT TO:**

Bartley Pump PM LLC
4000 S. Moorland Ave.
Santa Rosa, CA 95407
T 707-584-9191
F 707-584-9198

www.pumpmannorcal.com

License No. 1033562: Class A General Engineering & C-57 Drilling Contractor
C-10 Electrical Contractor & C-55 Water Treatment & C-16 Fire Protection & C61/D21 Pumps and Machines
DIR# 1000054366

Wednesday, November 6, 2024

Customer: City of Fort Bragg
416 N Franklin St
Fort Bragg, CA 95437

RE: Noyo River Intake - Pull & Repair Pump
JOBSITE: Noyo River Intake

NOTE: Please see our quote below.

QUANT	ITEM	DESCRIPTION	TAXABLE TOTAL
1 Each	Head Nut 1-1/2"		\$ 106.40
1 Each	Head Shaft SS 1-1/2"		\$ 644.00
1 Each	Motor Steady Bushing		\$ 330.40
1 Each	Mechanical Seal 5610 1-1/2" w/ Flush Port		\$ 3,162.60
1 Each	1-1/2" Mech Seal Mt. Plate		\$ 708.40
6 Each	Water Lube Bearing 1-1/2" X 2-1/2"		\$ 142.80
1 Each	SS Bowl Shaft 1-15/16"		\$ 1,733.20
2 Each	Suct/Disch Brz Bearing 1-15/16"		\$ 677.60
11 Each	Inter. Brz Bowl Bearing 1-15/16"		\$ 2,479.40
11 Each	Bowl Wear Ring 14"		\$ 5,497.80
1 Each	Motor - Disassemble, test and inspect. Check fits, steam clean, dip and bake, balance rotor, replace bearings, detail parts, assemble and test run. (Does not include any machine work such as loose bearing housings)		\$ 9,346.40

Total for materials	\$ 24,829.00
Sales Tax	\$ 2,203.57
Freight	\$ -

LABOR DESCRIPTION

Crane Charge	\$ 2,300.00
Labor to pull & set pump	\$ 19,200.00
Per Diem	\$ 1,000.00
Disassemble Pump & Bowl	\$ 2,730.00
Clean & Repair Head	\$ 546.00
Straighten Line Shafts	\$ 364.00
Machine Bowls & Impellers for Wear Rings	\$ 2,912.00
Dynamically Balance Impeller 14"	\$ 7,792.40
Clean for Reassembly	\$ 910.00
Assemble Pump & Bowl	\$ 3,094.00

TOTAL \$ 67,880.97

Sincerely,

Sophia Bruno
Assistant Project Manager

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2022/23-04**
 Budget FY: **FY 2022/23**

Account Description	Account #		FY 22/23	Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
1 Salaries & Wages - IT Lead	521	4394	0101	\$ 123,693	\$ 15,915		\$ 139,608	
Medical Premium - CE Officer	521	4394	0211	\$ 26,112	\$ -		\$ 26,112	
Dental Premium - CE Officer	521	4394	0213	\$ 1,928	\$ -		\$ 1,928	
VSP Premium - CE Officer	521	4394	0214	\$ 459	\$ -		\$ 459	
PERS - CE Officer	521	4394	0220	\$ 10,150	\$ 2,829		\$ 12,979	
Worker's Comp - CE Officer	521	4394	0231	\$ 2,037	\$ 749		\$ 2,786	
FICA/Medicare - IT Lead	521	4394	0252	\$ 9,258	\$ 3,434		\$ 12,692	
2 Transfer Code Enforcement Budget from the Community Development Department to the Police Department								
Salaries & Wages -Code Enforcement	110	4320	0101	\$ 299,956	\$ 76,609		\$ 223,347	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4320	0211	\$ 51,350	\$ 17,674		\$ 33,677	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4320	0213	\$ 3,733	\$ 1,212		\$ 2,521	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4320	0214	\$ 917	\$ 229		\$ 688	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4320	0220	\$ 24,518	\$ 5,946		\$ 18,572	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4320	0231		\$ 1,276		\$ (1,276)	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4320	0252	\$ 22,761	\$ 5,861		\$ 16,901	Transfer of CE Officer Budget to PD
Salaries & Wages -Code Enforcement	110	4200	0101	\$ 1,865,705	\$ 76,609		\$ 1,942,314	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4200	0211	\$ 337,999	\$ 17,674		\$ 355,673	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4200	0213	\$ 24,765	\$ 1,212		\$ 25,977	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4200	0214	\$ 4,816	\$ 229		\$ 5,045	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4200	0220	\$ 374,904	\$ 5,946		\$ 380,850	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4200	0231	\$ 123,024	\$ 1,276		\$ 124,301	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4200	0252	\$ 157,175	\$ 5,861		\$ 163,036	Transfer of CE Officer Budget to PD
3 Budget for a 2nd Code Enforcement Officer (November 2021-June 2022)								
Salaries & Wages - 2nd CE Officer	110	4200	0101	\$ 1,865,705	\$ 47,144		\$ 1,912,849	Budget- 2nd CE Officer
Medical Premium - 2nd CE Officer	110	4200	0211	\$ 337,999	\$ 10,876		\$ 348,875	Budget- 2nd CE Officer
Dental Premium - 2nd CE Officer	110	4200	0213	\$ 24,765	\$ 746		\$ 25,511	Budget- 2nd CE Officer
VSP Premium - 2nd CE Officer	110	4200	0214	\$ 4,816	\$ 141		\$ 4,957	Budget- 2nd CE Officer
PERS - 2nd CE Officer	110	4200	0220	\$ 374,904	\$ 3,659		\$ 378,563	Budget- 2nd CE Officer
Worker's Comp - 2nd CE Officer	110	4200	0231	\$ 123,024	\$ 786		\$ 123,810	Budget- 2nd CE Officer
FICA/Medicare - 2nd CE Officer	110	4200	0252	\$ 157,175	\$ 3,607		\$ 160,782	Budget- 2nd CE Officer
4 Revenues								
CDD- Grant Staff Time Reimb	110	4320	3318	\$ 98,000		\$ 98,000	\$ -	Transfer of CDD Grant Revenue-CE
PD- Grant Staff Time Reimb	110	4200	3318	\$ 268,420	\$ 98,000		\$ 366,420	Transfer of CDD Grant Revenue-CE
PD- Grant Staff time Reimb	110	4200	3318	\$ 268,420	\$ 66,958		\$ 335,378	Budget 2nd CE Grant Reimb
				\$ 340,724	\$ 206,807		\$ 6,948,770	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By: Finance/Admin Dept _____ Signature: _____ Date: _____

Approval: Isaac Whippy _____

Finance Use: Adriana Moreno Ramos _____

Attach copies of Resolution or other documentation



City of Fort Bragg

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

Text File

File Number: 24-1063

Agenda Date: 12/9/2024

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Resolution of the Fort Bragg City Council Amending the Pay Rate and Range for the City Manager Classification and Confirming the Pay Rates and Ranges for All of City of Fort Bragg Established Classifications Effective December 1, 2024

Approve adoption of the Fort Bragg City Council confirming pay rates/ranges for all established City of Fort Bragg classifications to reflect all recent changes effective December 1, 2024.

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AMENDING THE PAY RATE AND RANGE FOR THE CITY MANAGER CLASSIFICATION AND CONFIRMING THE PAY RATES AND RANGES FOR ALL ESTABLISHED CITY OF FORT BRAGG CLASSIFICATIONS AS OF DECEMBER 1, 2024

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 Amendment No. 1 of the City Manager employment agreement between the City of Fort Bragg and Isaac Whippy that increases the City Manager's salary to \$192,000 annually during the November 25, 2024, City Council Meeting that is effective December 1, 2024;

WHEREAS, Exhibit A shows the Master Salary Schedule effective December 1, 2024, Exhibit B;

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 December 1, 2024, on one master salary schedule; and

WHEREAS, the full salary schedule is allocated in the FY 2024/25 budget;

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

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

1. The Recitals set forth above are true and correct and incorporated therein.
2. The City of Fort Bragg Master Salary Rate Compensation Plan, effective December 1, 2024, is amended to reflect the City Manager's pay rate of \$192,000 annually and confirms pay rates and ranges for all City of Fort Bragg established classifications as of December 1, 2024.
3. 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 the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

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 December 1, 2024.

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 9th day of December 2024, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

AMBER L WEAVER
Acting City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective December 1, 2024
Amends City Manager classification pay

				Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)								
Hourly				27.78	29.17	30.63	32.16	33.77
Bi-Weekly				2,222.78	2,333.60	2,450.40	2,572.80	2,701.60
Monthly				4,816.03	5,056.13	5,309.20	5,574.40	5,853.47
Annual				57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
Administrative Analyst - Police (Confidential; Non-Bargaining)								
Hourly				27.78	29.17	30.63	32.16	33.77
Bi-Weekly				2,136.80	2,333.60	2,450.40	2,572.80	2,701.60
Monthly				4,722.32	5,056.13	5,309.20	5,574.40	5,853.47
Annual				57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
Administrative Assistant - Administration (Confidential; Non-Bargaining)								
Hourly				25.61	26.89	28.23	29.64	31.12
Bi-Weekly				2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly				4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual				53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
Administrative Assistant - Non-Confidential (FBEO)								
Hourly				25.61	26.89	28.23	29.64	31.12
Bi-Weekly				2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly				4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual				53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
Administrative Assistant (CV Starr; Non-Bargaining)								
Hourly				18.19	19.10	20.05	21.06	22.11
Bi-Weekly				1,455.20	1,527.96	1,604.36	1,684.58	1,768.80
Monthly				3,153.08	3,310.58	3,476.11	3,649.91	3,832.41
Annual				37,837.00	39,726.96	41,713.31	43,798.97	45,988.92
Administrative Assistant I -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				18.00				
Administrative Assistant II -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				20.00				
Administrative Assistant III -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				22.00				
Administrative Coordinator (CV Starr; Non-Bargaining)								
Hourly				21.53	22.61	23.74	24.92	26.17
Bi-Weekly				1,722.40	1,808.52	1,898.95	1,993.89	2,093.59
Monthly				3,731.87	3,918.46	4,113.43	4,320.10	4,536.11
Annual				44,782.40	47,021.52	49,361.13	51,841.23	54,433.29

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective December 1, 2024
Amends City Manager classification pay

				Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
Assistant City Engineer (FBEO)								
Hourly				34.58	36.31	38.13	40.04	42.04
Bi-Weekly				2,766.24	2,904.80	3,050.40	3,203.20	3,363.20
Monthly				5,993.52	6,293.73	6,609.20	6,940.27	7,286.93
Annual				71,922.24	75,524.80	79,310.40	83,283.20	87,443.20
Assistant City Manager (Executive; At-Will)								
Hourly				51.28	53.85	56.54	59.37	62.34
Bi-Weekly				4,102.51	4,308.00	4,523.20	4,749.60	4,987.20
Monthly				8,888.76	9,334.00	9,800.27	10,290.80	10,805.60
Annual				106,665.14	112,008.00	117,603.20	123,489.60	129,667.20
Assistant Finance Director (Mid-Management; Non-Bargaining)								
Hourly				41.01	43.06	45.21	47.47	49.84
Bi-Weekly				3,281.14	3,444.80	3,616.80	3,797.60	3,987.20
Monthly				7,109.13	7,463.73	7,836.40	8,228.13	8,638.93
Annual				85,309.54	89,564.80	94,036.80	98,737.60	103,667.20
Assistant Planner (FBEO)								
Hourly				32.95	34.59	36.32	38.14	40.05
Bi-Weekly				2,635.68	2,767.20	2,905.60	3,051.20	3,204.00
Monthly				5,710.64	5,995.60	6,295.47	6,610.93	6,942.00
Annual				68,527.68	71,947.20	75,545.60	79,331.20	83,304.00
Assistant Planner/Code Enforcement, Part-Time (Less than 1,000 hours; Non-Bargaining)								
				36.32				
Associate Planner (FBEO)								
Hourly				34.12	35.82	37.61	39.49	41.46
Bi-Weekly				2,729.52	2,865.60	3,008.80	3,159.20	3,316.80
Monthly				5,913.96	6,208.80	6,519.07	6,844.93	7,186.40
Annual				70,967.52	74,505.60	78,228.80	82,139.20	86,236.80
Audiovisual Technician, Part-Time (Less than 1,000 hours; Non-Bargaining)								
				27.54				
City Clerk (Mid-Management; Non-Bargaining)								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective December 1, 2024
Amends City Manager classification pay

				Step 1	Step 2	Step 3	Step 4	Step 5
City Councilmember (Elected)								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				92.31				
Bi-Weekly				7,384.62				
Monthly				16,000.00				
Annual				192,000.00				
Code Enforcement Officer (FBEO)								
Hourly				32.95	34.59	36.32	38.14	40.05
Bi-Weekly				2,635.68	2,767.20	2,905.60	3,051.20	3,204.00
Monthly				5,710.64	5,995.60	6,295.47	6,610.93	6,942.00
Annual				68,527.68	71,947.20	75,545.60	79,331.20	83,304.00
Community Services Officer (FBPA)								
Hourly				25.40	26.67	28.00	29.40	30.87
Bi-Weekly				2,031.90	2,133.60	2,240.00	2,352.00	2,469.60
Monthly				4,402.44	4,622.80	4,853.33	5,096.00	5,350.80
Annual				52,829.27	55,473.60	58,240.00	61,152.00	64,209.60
Construction Project Manager (Mid-Management; Non-Bargaining)								
Hourly				44.10	46.31	48.63	51.06	53.61
Bi-Weekly				3,528.38	3,704.80	3,890.40	4,084.80	4,288.80
Monthly				7,644.83	8,027.07	8,429.20	8,850.40	9,292.40
Annual				91,737.98	96,324.80	101,150.40	106,204.80	111,508.80
Construction Project Manager (Temporary, Part-time, At-Will)								
Hourly				44.10	46.31	48.63	51.06	53.61
Custodian I - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)								
Hourly				20.00				
Custodian II - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)								
				22.00				
Custodian III - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)								
				24.00				
CV Starr Manager (Mid-Management, Non-Bargaining)								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective December 1, 2024
Amends City Manager classification pay

				Step 1	Step 2	Step 3	Step 4	Step 5
Director - Community Development Department (Executive; At Will)								
Hourly				51.28	53.85	56.54	59.37	62.34
Bi-Weekly				4,102.51	4,308.00	4,523.20	4,749.60	4,987.20
Monthly				8,888.76	9,334.00	9,800.27	10,290.80	10,805.60
Annual				106,665.14	112,008.00	117,603.20	123,489.60	129,667.20
Director - Finance/City Treasurer (Executive; At-Will)								
Hourly				51.28	53.85	56.54	59.37	62.34
Bi-Weekly				4,102.51	4,308.00	4,523.20	4,749.60	4,987.20
Monthly				8,888.76	9,334.00	9,800.27	10,290.80	10,805.60
Annual				106,665.14	112,008.00	117,603.20	123,489.60	129,667.20
Director of Public Works (Executive; At Will)								
Hourly				51.28	53.85	56.54	59.37	62.34
Bi-Weekly				4,102.51	4,308.00	4,523.20	4,749.60	4,987.20
Monthly				8,888.76	9,334.00	9,800.27	10,290.80	10,805.60
Annual				106,665.14	112,008.00	117,603.20	123,489.60	129,667.20
Economic Development Manager								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
Engineering Technician (FBEO)								
Hourly				31.37	32.93	34.58	36.31	38.13
Bi-Weekly				2,509.20	2,634.40	2,766.40	2,904.80	3,050.40
Monthly				5,436.60	5,707.87	5,993.87	6,293.73	6,609.20
Annual				65,239.20	68,494.40	71,926.40	75,524.80	79,310.40
Environmental Compliance Coordinator (FBEO)								
Hourly				36.28	38.10	40.01	42.01	44.11
Bi-Weekly				2,902.51	3,048.00	3,200.80	3,360.80	3,528.80
Monthly				6,288.78	6,604.00	6,935.07	7,281.73	7,645.73
Annual				75,465.31	79,248.00	83,220.80	87,380.80	91,748.80
Finance Technician I (FBEO)								
Hourly				23.08	24.24	25.45	26.72	28.06
Bi-Weekly				1,846.61	1,939.20	2,036.00	2,137.60	2,244.80
Monthly				4,000.98	4,201.60	4,411.33	4,631.47	4,863.73
Annual				48,011.81	50,419.20	52,936.00	55,577.60	58,364.80
Finance Technician II (FBEO)								
Hourly				25.46	26.73	28.07	29.47	30.94
Bi-Weekly				2,036.74	2,138.40	2,245.60	2,357.60	2,475.20
Monthly				4,412.93	4,633.20	4,865.47	5,108.13	5,362.93
Annual				52,955.14	55,598.40	58,385.60	61,297.60	64,355.20

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Finance Technician III (FBEO)								
Hourly				28.06	29.46	30.93	32.48	34.10
Bi-Weekly				2,244.82	2,356.80	2,474.40	2,598.40	2,728.00
Monthly				4,863.77	5,106.40	5,361.20	5,629.87	5,910.67
Annual				58,365.22	61,276.80	64,334.40	67,558.40	70,928.00
Fitness Equipment Technician (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				25.00				
Fitness Instructor I - CV Starr (CV Starr; Part-Time, 1000 Max Annual Hours, Non-Bargaining)								
				30.00				
Fitness Instructor II - CV Starr (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				32.00				
Government Accountant I (FBEO)								
Hourly				30.93	32.47	34.09	35.79	37.58
Bi-Weekly				2,474.11	2,597.60	2,727.20	2,863.20	3,006.40
Monthly				5,360.58	5,628.13	5,908.93	6,203.60	6,513.87
Annual				64,326.91	67,537.60	70,907.20	74,443.20	78,166.40
Grants Coordinator (FBEO, Grant Funded)								
Hourly				30.93	32.47	34.09	35.79	37.58
Bi-Weekly				2,474.11	2,597.60	2,727.20	2,863.20	3,006.40
Monthly				5,360.58	5,628.13	5,908.93	6,203.60	6,513.87
Annual				64,326.91	67,537.60	70,907.20	74,443.20	78,166.40
Grants Analyst (Part-Time, Less than 20 hours week; Grant Funded, At-Will)								
Hourly				28.00				
Head Lifeguard (CV Starr; Non-Bargaining)								
Hourly				20.40	21.42	22.49	23.62	24.80
Bi-Weekly				1,632.00	1,713.60	1,799.28	1,889.24	1,983.71
Monthly				3,536.00	3,712.80	3,898.44	4,093.36	4,298.03
Annual				42,432.00	44,553.60	46,781.28	49,120.34	51,576.36
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
Hourly				34.60	36.33	38.15	40.06	42.06
Bi-Weekly				2,767.87	2,906.40	3,052.00	3,204.80	3,364.80
Monthly				5,997.06	6,297.20	6,612.67	6,943.73	7,290.40
Annual				71,964.67	75,566.40	79,352.00	83,324.80	87,484.80
Human Resources Manager (Mid-Management; Non-Bargaining)								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				

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				Step 1	Step 2	Step 3	Step 4	Step 5
Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.42				
Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.42				
Lifeguard - CV Starr (CV Starr; Non-Bargaining)								
Hourly				19.85	20.84	21.88	22.98	24.13
Bi-Weekly				1,588.00	1,667.40	1,750.77	1,838.31	1,930.22
Monthly				3,440.67	3,612.70	3,793.34	3,983.00	4,182.15
Annual				41,288.00	43,352.40	45,520.02	47,796.02	50,185.82
Lifeguard I - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				19.00				
Lifeguard II - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				21.00				
Lifeguard III - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				23.00				
Maintenance Supervisor (CV Starr, Non-Bargaining,)								
Hourly				30.00	31.50	33.08	34.73	36.47
Bi-Weekly				2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly				5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual				62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
Maintenance Worker I - CV Starr (CV Starr; Non-Bargaining)								
Hourly				19.43	20.40	21.42	22.49	23.61
Bi-Weekly				1,554.40	1,632.00	1,713.60	1,799.20	1,888.80
Monthly				3,367.87	3,536.00	3,712.80	3,898.27	4,092.40
Annual				40,414.40	42,432.00	44,553.60	46,779.20	49,108.80
Maintenance Worker II - CV Starr (CV Starr; Non-Bargaining)								
Hourly				22.60	23.73	24.92	26.17	27.48
Bi-Weekly				1,808.00	1,898.40	1,993.60	2,093.60	2,198.40
Monthly				3,917.33	4,113.20	4,319.47	4,536.13	4,763.20
Annual				47,008.00	49,358.40	51,833.60	54,433.60	57,158.40
Maintenance Worker III - CV Starr (CV Starr; Non-Bargaining)								
Hourly				25.83	27.12	28.48	29.90	31.40
Bi-Weekly				2,066.40	2,169.60	2,278.40	2,392.00	2,512.00
Monthly				4,477.20	4,700.80	4,936.53	5,182.67	5,442.67
Annual				53,726.40	56,409.60	59,238.40	62,192.00	65,312.00

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Maintenance Worker I (FBEO)								
Hourly				21.64	22.73	23.87	25.06	26.31
Bi-Weekly				1,731.55	1,818.40	1,909.60	2,004.80	2,104.80
Monthly				3,751.70	3,939.87	4,137.47	4,343.73	4,560.40
Annual				45,020.35	47,278.40	49,649.60	52,124.80	54,724.80
Maintenance Worker II (FBEO)								
Hourly				24.59	25.82	27.11	28.47	29.89
Bi-Weekly				1,967.38	2,065.60	2,168.80	2,277.60	2,391.20
Monthly				4,262.65	4,475.47	4,699.07	4,934.80	5,180.93
Annual				51,151.78	53,705.60	56,388.80	59,217.60	62,171.20
Maintenance Worker III (FBEO)								
Hourly				25.83	27.12	28.48	29.90	31.40
Bi-Weekly				2,066.11	2,169.60	2,278.40	2,392.00	2,512.00
Monthly				4,476.58	4,700.80	4,936.53	5,182.67	5,442.67
Annual				53,718.91	56,409.60	59,238.40	62,192.00	65,312.00
Maintenance Worker IV (FBEO)								
Hourly				27.10	28.46	29.88	31.37	32.94
Bi-Weekly				2,168.11	2,276.80	2,390.40	2,509.60	2,635.20
Monthly				4,697.58	4,933.07	5,179.20	5,437.47	5,709.60
Annual				56,370.91	59,196.80	62,150.40	65,249.60	68,515.20
Maintenance Worker Lead (FBEO)								
Hourly				29.80	31.29	32.85	34.49	36.21
Bi-Weekly				2,384.35	2,503.20	2,628.00	2,759.20	2,896.80
Monthly				5,166.10	5,423.60	5,694.00	5,978.27	6,276.40
Annual				61,993.15	65,083.20	68,328.00	71,739.20	75,316.80
Mechanic (FBEO)								
Hourly				27.78	29.17	30.63	32.16	33.77
Bi-Weekly				2,222.78	2,333.60	2,450.40	2,572.80	2,701.60
Monthly				4,816.03	5,056.13	5,309.20	5,574.40	5,853.47
Annual				57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
Office Assistant (Temporary Position)								
Hourly				20.00	21.00	22.05	23.15	24.31
Operations Manager (Mid-Management; Non-Bargaining)								
Hourly				41.79	43.88	46.07	48.37	50.79
Bi-Weekly				3,343.15	3,510.40	3,685.60	3,869.60	4,063.20
Monthly				7,243.50	7,605.87	7,985.47	8,384.13	8,803.60
Annual				86,921.95	91,270.40	95,825.60	100,609.60	105,643.20
Operations Supervisor (FBEO)								
Hourly				36.28	38.10	40.01	42.01	44.11
Bi-Weekly				2,902.51	3,048.00	3,200.80	3,360.80	3,528.80
Monthly				6,288.78	6,604.00	6,935.07	7,281.73	7,645.73
Annual				75,465.31	79,248.00	83,220.80	87,380.80	91,748.80

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				Step 1	Step 2	Step 3	Step 4	Step 5
Planning Technician (FBEO)								
Hourly				25.61	26.89	28.23	29.64	31.12
Bi-Weekly				2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly				4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual				53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
Police Captain (Mid-Management; Non-Bargaining)								
Hourly				63.46	66.63	69.96	73.46	77.13
Bi-Weekly				5,076.83	5,330.40	5,596.80	5,876.80	6,170.40
Monthly				10,999.60	11,549.20	12,126.40	12,733.07	13,369.20
Annual				131,997.47	138,590.40	145,516.80	152,796.80	160,430.40
Police Chief (Executive; At Will)								
Hourly				74.68	78.42	82.34	86.46	90.78
Bi-Weekly				5,974.75	6,273.60	6,587.20	6,916.80	7,262.40
Monthly				12,945.30	13,592.80	14,272.27	14,986.40	15,735.20
Annual				155,343.55	163,113.60	171,267.20	179,836.80	188,822.40
Police Chief Executive POST (Executive; At Will)								
Hourly				78.41	82.33	86.45	90.77	95.31
Bi-Weekly				6,272.80	6,586.40	6,916.00	7,261.60	7,624.80
Monthly				13,591.07	14,270.53	14,984.67	15,733.47	16,520.40
Annual				163,092.80	171,246.40	179,816.00	188,801.60	198,244.80
Police Sergeant Intermediate POST (FBPA)								
Hourly				48.13	50.54	53.07	55.72	58.51
Bi-Weekly				3,850.65	4,043.20	4,245.60	4,457.60	4,680.80
Monthly				8,343.07	8,760.27	9,198.80	9,658.13	10,141.73
Annual				100,116.88	105,123.20	110,385.60	115,897.60	121,700.80
Police Sergeant Intermediate POST - Acting (FBPA, Temporary)								
Hourly				48.13	50.54	53.07	55.72	58.51
Bi-Weekly				3,850.65	4,043.20	4,245.60	4,457.60	4,680.80
Monthly				8,343.07	8,760.27	9,198.80	9,658.13	10,141.73
Annual				100,116.88	105,123.20	110,385.60	115,897.60	121,700.80
Police Sergeant Advance POST (FBPA)								
Hourly				50.89	53.44	56.11	58.92	61.87
Bi-Weekly				4,071.30	4,275.20	4,488.80	4,713.60	4,949.60
Monthly				8,821.15	9,262.93	9,725.73	10,212.80	10,724.13
Annual				105,853.84	111,155.20	116,708.80	122,553.60	128,689.60
Police Officer Basic POST (FBPA)								
Hourly				37.60	39.48	41.45	43.52	45.70
Bi-Weekly				3,008.33	3,158.40	3,316.00	3,481.60	3,656.00
Monthly				6,518.06	6,843.20	7,184.67	7,543.47	7,921.33
Annual				78,216.70	82,118.40	86,216.00	90,521.60	95,056.00

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Police Officer Intermediate POST (FBPA)								
Hourly				39.48	41.46	43.53	45.71	48.00
Bi-Weekly				3,158.66	3,316.80	3,482.40	3,656.80	3,840.00
Monthly				6,843.77	7,186.40	7,545.20	7,923.07	8,320.00
Annual				82,125.20	86,236.80	90,542.40	95,076.80	99,840.00
Police Officer Advance POST (FBPA)								
Hourly				41.42	43.49	45.66	47.94	50.34
Bi-Weekly				3,313.49	3,479.20	3,652.80	3,835.20	4,027.20
Monthly				7,179.23	7,538.27	7,914.40	8,309.60	8,725.60
Annual				86,150.71	90,459.20	94,972.80	99,715.20	104,707.20
Police Recruit (1040 hours; FBPA)								
Hourly				29.87				
Police Transport Officer (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				28.56				
Public Information Coordinator (Confidential; Non-Bargaining)								
Hourly				28.79	30.23	31.74	33.33	35.00
Bi-Weekly				2,303.57	2,418.40	2,539.20	2,666.40	2,800.00
Monthly				4,991.06	5,239.87	5,501.60	5,777.20	6,066.67
Annual				59,892.77	62,878.40	66,019.20	69,326.40	72,800.00
Recreation Coordinator (CV Starr; Non-Bargaining)								
Hourly				24.26	25.47	26.75	28.08	29.49
Bi-Weekly				1,940.80	2,037.84	2,139.73	2,246.72	2,359.05
Monthly				4,205.07	4,415.32	4,636.09	4,867.89	5,111.29
Annual				50,460.80	52,983.84	55,633.03	58,414.68	61,335.42
Recreation Instructor I (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				21.00				
Recreation Instructor II (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				23.00				
Recreation Instructor III (CV Starr;Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				25.00				
Recreation Supervisor (CV Starr; Non-Bargaining)								
Hourly				30.00	31.50	33.08	34.73	36.47
Bi-Weekly				2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly				5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual				62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				

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Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Senior Administrative Assistant (CV Starr; Non-Bargaining)								
Hourly				18.38	19.30	20.26	21.28	22.34
Bi-Weekly				1,470.40	1,543.92	1,621.12	1,702.17	1,787.28
Monthly				3,185.87	3,345.16	3,512.42	3,688.04	3,872.44
Annual				38,230.40	40,141.92	42,149.02	44,256.47	46,469.29
Senior Government Accountant (Mid-Management; Non-Bargaining)								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
Senior Lifeguard (CV Starr; Non-Bargaining)								
Hourly				22.58	23.71	24.89	26.14	27.45
Bi-Weekly				1,806.40	1,896.72	1,991.56	2,091.13	2,195.69
Monthly				3,913.87	4,109.56	4,315.04	4,530.79	4,757.33
Annual				46,966.40	49,314.72	51,780.46	54,369.48	57,087.95
Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)								
Hourly				32.59	34.22	35.93	37.73	39.62
Bi-Weekly				2,607.12	2,737.60	2,874.40	3,018.40	3,169.60
Monthly				5,648.76	5,931.47	6,227.87	6,539.87	6,867.47
Annual				67,785.12	71,177.60	74,734.40	78,478.40	82,409.60
Special Investigator Basic POST (FBPA)								
Hourly				39.48	41.46	43.53	45.71	48.00
Bi-Weekly				3,158.66	3,316.80	3,482.40	3,656.80	3,840.00
Monthly				6,843.77	7,186.40	7,545.20	7,923.07	8,320.00
Annual				82,125.20	86,236.80	90,542.40	95,076.80	99,840.00
Special Investigator Intermediate POST (FBPA)								
Hourly				41.45	43.52	45.70	47.99	50.39
Bi-Weekly				3,316.19	3,481.60	3,656.00	3,839.20	4,031.20
Monthly				7,185.08	7,543.47	7,921.33	8,318.27	8,734.27
Annual				86,220.93	90,521.60	95,056.00	99,819.20	104,811.20
Special Investigator Advanced POST (FBPA)								
Hourly				43.50	45.68	47.96	50.36	52.88
Bi-Weekly				3,480.02	3,654.40	3,836.80	4,028.80	4,230.40
Monthly				7,540.04	7,917.87	8,313.07	8,729.07	9,165.87
Annual				90,480.48	95,014.40	99,756.80	104,748.80	109,990.40
Systems Analyst - Lead (Mid-Management; Non-Bargaining)								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40

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Systems Analyst (Confidential; Non-Bargaining)								
Hourly				30.93	32.47	34.09	35.79	37.58
Bi-Weekly				2,474.11	2,597.60	2,727.20	2,863.20	3,006.40
Monthly				5,360.58	5,628.13	5,908.93	6,203.60	6,513.87
Annual				64,326.91	67,537.60	70,907.20	74,443.20	78,166.40
Systems Technician (FBEO)								
Hourly				23.74	24.92	26.17	27.48	28.85
Bi-Weekly				1,898.83	1,993.60	2,093.60	2,198.40	2,308.00
Monthly				4,114.14	4,319.47	4,536.13	4,763.20	5,000.67
Annual				49,369.63	51,833.60	54,433.60	57,158.40	60,008.00
Treatment Plant Operator-in-Training (FBEO)								
Hourly				21.09	22.15	23.26	24.42	25.64
Bi-Weekly				1,687.49	1,772.00	1,860.80	1,953.60	2,051.20
Monthly				3,656.22	3,839.33	4,031.73	4,232.80	4,444.27
Annual				43,874.69	46,072.00	48,380.80	50,793.60	53,331.20
Treatment Plant Operator I (FBEO)								
Hourly				26.17	27.48	28.85	30.29	31.80
Bi-Weekly				2,093.86	2,198.40	2,308.00	2,423.20	2,544.00
Monthly				4,536.69	4,763.20	5,000.67	5,250.27	5,512.00
Annual				54,440.26	57,158.40	60,008.00	63,003.20	66,144.00
Treatment Plant Operator II (FBEO)								
Hourly				27.50	28.87	30.31	31.83	33.42
Biweekly				2,199.94	2,309.60	2,424.80	2,546.40	2,673.60
Monthly				4,766.53	5,004.13	5,253.73	5,517.20	5,792.80
Annual				57,198.34	60,049.60	63,044.80	66,206.40	69,513.60
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				31.62	33.20	34.86	36.60	38.43
Biweekly				2,529.60	2,656.00	2,788.80	2,928.00	3,074.40
Monthly				5,480.80	5,754.67	6,042.40	6,344.00	6,661.20
Annual				65,769.60	69,056.00	72,508.80	76,128.00	79,934.40
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
Hourly				33.20	34.86	36.60	38.43	40.35
Biweekly				2,656.08	2,788.80	2,928.00	3,074.40	3,228.00
Monthly				5,754.84	6,042.40	6,344.00	6,661.20	6,994.00
Annual				69,058.08	72,508.80	76,128.00	79,934.40	83,928.00



City of Fort Bragg

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

Text File

File Number: 24-1027

Agenda Date: 12/9/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 7A.

Conduct a Public Hearing, Introduce By Title Only, and Waive Further Reading of Ordinance xxx-2024 Amending Chapter 6.12 "Nuisances", Of the Fort Bragg Municipal Code Division 6, To Establish And Authorize Code Enforcement Cost Recovery Fees



AGENCY:	City Council
MEETING DATE:	December 9, 2024
DEPARTMENT:	Community Development
PRESENTED BY:	George Leinen
EMAIL ADDRESS:	gleinen@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

CONDUCT PUBLIC HEARING, INTRODUCE BY TITLE ONLY, AND WAIVE FURTHER READING OF ORDINANCE xxx-2024 AMENDING CHAPTER 6.12 “NUISANCES”, OF THE FORT BRAGG MUNICIPAL CODE DIVISION 6, TO ESTABLISH AND AUTHORIZE CODE ENFORCEMENT COST RECOVERY FEES

ISSUE:

Code Enforcement investigations, activities, and abatement enforcement may result in the use of staff resources that include repetitive contacts, including inspections, hearings, property monitoring, document preparation and recording, and other activities, when efforts to gain voluntary compliance are unsuccessful. Municipal jurisdictions are allowed to recover these costs to offset the additional burden regarding staff time and abatement costs when authorized by ordinance. This update to Fort Bragg Municipal Code Chapter 6.12 will establish the city’s authority to recover these costs.

BACKGROUND:

On March 26, 2024 Code Enforcement brought this proposed draft update to Fort Bragg Municipal Code Chapter 6.12 and a separate proposed Vacant Property Registration ordinance before the city’s Community Development Committee for review. The committee gave Code Enforcement direction to proceed to City Council with the proposed ordinance update to Chapter 6.12, for discussion. The ordinance revisions were crafted by and reviewed by City Attorney staff.

On October 15, 2024, City Council received a staff report, discussed, and provided direction to Community Development Department staff to bring the proposed updated ordinance forward for Public Hearing and possible adoption.

ANALYSIS:

Numerous municipalities and counties have adopted cost recovery ordinances to offset the expenses of additional staff time and expenses when Code Enforcement investigations and violations do not result in voluntary compliance by property owners. Additional staff hours can be extensive and necessary due to enforcement actions that include ongoing field inspections and monitoring, repeated contacts with property owners, costs of abatements, document preparation and recordings, and conducting Administrative Hearings. Code Enforcement cost recovery would be similar to allowed fees charged by the Police Department for services and time spent in excessive responses to false alarms.

FISCAL IMPACT:

There will be no initial administrative costs for implementation. Code Enforcement does not

AGENDA ITEM NO. _____

foresee this updated ordinance generating significant revenue, but intends to have it available to assist recovery of costs when an enforcement case becomes significantly difficult. Property owners, knowing this additional monetary cost could become a consequence, may view it as a motivational factor to voluntarily bring their property in compliance.

This updated ordinance will not affect or change how Administrative Citations and Administrative Penalties are issued. Additionally, the City’s fee schedule already includes a fee of “costs incurred” for code enforcement actions and so no change to the fee schedule is required.

CONSISTENCY:

The proposed updated ordinance does not present any new issues that would conflict with the City General Plan.

RECOMMENDED ACTION:

Adopt the ordinance

ALTERNATIVE ACTION(S):

1. Do not adopt the ordinance and provide additional direction to staff
2. Do not adopt the ordinance and end further consideration

IMPLEMENTATION/TIMEFRAMES:

This ordinance is being introduced by title only at this meeting. It will be brought back once more to City Council in January as a consent calendar item and will become law 30 days after that.

ATTACHMENTS:

1. Ordinance No.xxx-2024: An Ordinance Amending Fort Bragg Municipal Code Chapter 6.12 to Establish Code Enforcement Cost Recovery Fees
2. Notice of Public Hearing

NOTIFICATION:

“Notify me” lists for Housing, Economic Development, Central Business District

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE AMENDING CHAPTER
6.12 (NUISANCES) OF THE FORT BRAGG
MUNICIPAL CODE TO ESTABLISH CODE
ENFORCEMENT COST RECOVERY FEES**

ORDINANCE NO. ____-2024

WHEREAS, pursuant to California Government Code Section 38770 et seq., the City Council has established, an alternate to procedures that may be used for purposes of abating a public nuisance; and

WHEREAS, the City of Fort Bragg has previously found that Code Enforcement is a necessary and vital City activity that contributes to the protection of the health, safety, and welfare of the city’s residents, visitors, and property; and

WHEREAS, at the October 15, 2024 meeting, the City Council received the staff report, draft updates to the Municipal Code, and a list of suggested Code Enforcement tasks that would qualify for cost recovery; and

WHEREAS, this ordinance adds the authority to assess and collect cost recovery fees to Chapter 6.12 of the Fort Bragg Municipal Code.

NOW, THEREFORE, the City Council ordains as follows:

Section 1. Legislative Findings. The City Council hereby finds as follows:

1. The foregoing recitals are true and correct and are made a part of this ordinance.
2. The proposed amendments are consistent with the General Plan because the proposed amendments promote and pursue the City’s objective of protecting the public health, safety, and welfare.

Section 2. Based on the foregoing, the City Council hereby amends Chapter 6.12 (NUISANCES): Section 6.12.060 (NOTICE OF VIOLATION.); Section 6.12.070 (RECOVERY OF ENFORCEMENT COSTS); and Section 6.12.140 (REPORT TO CITY COUNCIL OF COSTS OF ABATEMENT BY THE CITY) of the Fort Bragg Municipal Code as follows:

**CHAPTER 6.12
NUISANCES**

Section

- 6.12.010 Purpose
- 6.12.015 Definitions
- 6.12.020 Public nuisances included
- 6.12.030 Owner’s responsibility
- 6.12.040 Nuisance conditions
- 6.12.050 Abatement by repair, rehabilitation, demolition, or removal
- 6.12.055 Summary abatement of immediate dangers
- 6.12.060 Notice of violation
- 6.12.065 Abatement by proceedings before hearing body and notice of administrative hearing
- 6.12.070 ~~[Reserved]~~ Recovery of Enforcement Costs
- 6.12.080 Posting and serving notice of violation

- 6.12.090 Form of proper service of notice of violation
- 6.12.095 Enforcement stayed during pendency of hearing
- 6.12.100 Hearing by hearing body
- 6.12.110 Decision by hearing body ordering abatement
- 6.12.120 Service of order of abatement
- 6.12.130 Abatement by City officer
- 6.12.140 Report to City Council of costs of abatement by the City
- 6.12.150 Hearing by City Council on report of costs of abatement by City
- 6.12.155 Imposition of penalties
- 6.12.160 Special assessment or nuisance abatement lien on property for costs of abatement by the City
- 6.12.170 Abatement of certain vehicles
- 6.12.180 Alternative remedies

6.12.060 NOTICE OF VIOLATION.

A. Whenever an Enforcement Officer finds that a provision of this Code has been violated, he or she shall notify the violator in writing of the violation. The form of written notice shall be a Notice of Violation, which shall be served on the violator in the manner described in § 6.12.090, below.

B. The Enforcement Officer shall include in the Notice of Violation the following information:

1. Date and location of the violation, including the address or definite description of the location where the violation occurred, or is occurring;

32. Actions required to correct or abate the violation and a reasonable amount of time for the actions to be commenced, and the correction or abatement completed. **Recovery of code enforcement costs will accrue upon failure to correct or abate the violation within the time specified in the Notice of Violation or within a reasonable amount of time for the corrective actions to be commenced and completed;**

43. An order prohibiting the continuation or repeated occurrence of a violation of this Code described in the Notice of Violation; and

54. The signature of the citing Enforcement Officer.

C. A Notice of Violation shall be accompanied by a statement that the Responsible Party may request a hearing within 15 calendar days of the date of the Notice of Violation, and that failure to do so will constitute a waiver of the Responsible Party’s right to a hearing and that the City may proceed upon the Notice of Violation without a hearing. If the City chooses to set the matter for hearing or if a hearing is required pursuant to a specific provision of this Code, then the Notice of Violation shall include a Notice of Hearing in the form set forth in § 1.06.050 of this Code, as the same may be amended from time to time.

(Ord. 840, § 1, passed -- 2003; Am. Ord. 898 § 6, passed 11-14-2011)

6.12.070 ~~[RESERVED]~~RECOVERY OF ENFORCEMENT COSTS.

This chapter provides authority for the City to recover the costs of inspection, enforcement and correction of violations of laws and ordinances to the full extent permitted by Government Code Section 54988 as it may be amended from time to time. Accordingly, provisions of this chapter which specify the process for creating, recording, and collecting liens for abatement of nuisances

may also be used for the recovery of said costs of inspection, enforcement and correction as well.

Any person violating any provision of this code resulting in the city filing an administrative, civil action, or special proceeding to obtain code compliance or remedy of such violation shall be liable for the costs of such matter, including, but not limited to, costs of investigation, abatement, court costs, and costs of monitoring compliance. In addition, in any administrative, civil, or special proceeding to abate an administrative violation, the city may, at the initiation of the proceeding, seek an award of attorney's fees. If the city seeks an award of attorney's fees, the award shall be made to the prevailing party. Provided, however, that no award may be made to a prevailing party that exceeds the amount of reasonable attorney's fees incurred by the city in the action or proceeding.

6.12.140 REPORT TO CITY COUNCIL OF COSTS OF ABATEMENT BY THE CITY.

A. The City may elect to recover its costs to abate nuisance conditions, ~~including enforcement and correction of violations of laws and ordinances to the full extent permitted by Government Code Section 54988. Recoverable costs, include or enforce other provisions of this Code, including~~ without limitation, the costs of any hearing or appeal hearing (including staff time necessary to prepare for and attend a hearing or an appeal hearing), any re-inspections required to determine or confirm that compliance has been achieved, production of all staff reports, environmental tests or measurements that are deemed necessary or appropriate by the Code Enforcement Officer, third party inspection(s) or consultant services as deemed necessary by the City and any attorneys' fees incurred in pursuing enforcement, including any civil action to abate nuisance conditions or enforce this Code. To this end the City has prepared a fee schedule that calculates the typical cost of enforcing a variety of different code violations based on previous experience. The code violation enforcement fee is updated on an annual basis. If the City elects at the initiation of an administrative enforcement action or other proceeding to seek recovery of attorneys' fees, pursuant to Cal. Government Code § 38773.5(b), or any other applicable authority, including this Code, then the prevailing party shall be entitled to recover attorneys' fees in an amount not to exceed the amount of attorneys' fees incurred by the City in such action. Recovery by the City of the costs of enforcement shall be in addition to any penalty imposed on the Responsible Party.

B. ~~Accrual of Abatement Costs will occur whenever any person creating, causing, committing, or maintaining a public nuisance, as referred to in Sections 6.12.020 and/or 6.12.040, or other public nuisance, as defined under State law or by other ordinances or regulations, has been given notice, by or on behalf of the Code Enforcement Department or by any other officer, or employee authorized to give such notice, to abate such nuisances or cease and desist from continuing such nuisance or violation of law, and such person fails, refuses, or neglects to comply with the notice within the time specified therein, or if such a time is not specified, then within a time reasonably sufficient to enable such compliance, such non-complying person shall be liable to the City of Fort Bragg for any and all costs and expenses incurred by the City in abating the nuisance and or correcting violations of State law or other ordinances and regulations and in obtaining compliance with or enforcing the law as referred to or encompassed within such notice.~~

B C. If the City abates the nuisance, the Director of Finance at the direction and request of the City Manager shall keep an account of the cost of abatement, including attorney fees, if

any, and incidental expenses and shall render an itemized written report to the City Council showing the cost of abatement, including any salvage value of material from the abatement.

CD. The term "incidental expenses" shall include, but not be limited to, the actual expenses and costs of the City in:

1. Preparation of notices, specifications, and contracts;
2. Inspecting the work;
3. Costs of preparing for and attending any required hearings;
4. The costs of printing and mailing required hereunder; and
5. Costs of imposing a lien or levying a special assessment on the property.

DE. Should the proceeds of sale of any salvage material exceed the cost of the abatement, the balance, if any, shall be paid to the Owner or Responsible Party upon establishment of his or her claim for the excess proceeds.

(Ord. 840, § 1, passed -- 2003; Am. Ord. 898 § 15, passed 11-14-2011)

Section 3. Severability. 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 Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 4. Effective Date and Publication. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code Section 36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held on _____, and adopted at a regular meeting of the City of Fort Bragg held on the _____ day of _____, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

Amber Weaver
Acting City Clerk



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, California 95437
tel. 707.961.2823 fax. 707.961.2802

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **MONDAY, December 9, 2024** at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437 The public hearing will concern the following item:

Conduct Public Hearing, Introduce By Title Only, and Waive further Reading of Ordinance xxx-2024 Amending Chapter 6.12 “Nuisances”, Of the Fort Bragg Municipal Code Division 6, To Establish And Authorize Code Enforcement Cost Recovery Fees

Public Comments regarding this Public Hearing may be made in any of the following ways: (1) Emailed to the Acting City Clerk, at aweaver@fortbragg.com (2) Written comments delivered to City Hall, 416 N. Franklin Street before 12:00 PM on the day of the meeting; or (3) Verbal comments made during the meeting, either in person at Town Hall or virtually using Zoom if a Zoom link is provided at the time of agenda publication.

Staff reports and other documents that will be considered by City Council will be made available for review 72 hours prior to the City Council meeting, on the City's website: <https://cityfortbragg.legistar.com/Calendar.aspx>, and in person by appointment. To obtain application materials or for more information, please contact the Acting City Clerk via email at aweaver@fortbragg.com. At the conclusion of the public hearing, the City Council will consider a decision on the above matter.

Appeal process and fee schedule: Decisions of the City Council shall be final unless appealed to the Coastal Commission in writing within ten (10) working days. If you challenge the above case in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Community Development Department at, or prior to, the public hearing.

DATED: November 22, 2024

George Leinen
Code Enforcement Officer/Assistant Planner

PUBLISH: November 28, 2024

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg; and that I posted this Notice in the City Hall Notice case on November 28, 2024.

Amber Weaver, Acting City Clerk



CIUDAD DE FORT BRAGG

Incorporada el 5 de agosto de 1889
Calle Franklin N. 416
Fuerte Bragg, California 95437
tel. 707.961.2823 fax. 707.961.2802

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Ayuntamiento de Fort Bragg llevará a cabo una audiencia pública en una reunión regular que se llevará a cabo a las 6:00 p. m., o tan pronto como se escuche el asunto, el **LUNES 9 de diciembre de 2024** en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California 95437. La audiencia pública tratará el siguiente tema:

Celebrar una audiencia pública, presentar solo el título y renunciar a la lectura adicional de la Ordenanza xxx-2024 que modifica el Capítulo 6.12 “Molestias” de la División 6 del Código Municipal de Fort Bragg para establecer y autorizar tarifas de recuperación de costos de cumplimiento del código

Los comentarios públicos sobre esta audiencia pública se pueden realizar de cualquiera de las siguientes maneras: (1) Enviados por correo electrónico al Secretario Municipal interino, a aweaver@fortbragg.com (2) Comentarios escritos entregados en el Ayuntamiento, 416 N. Franklin Street antes de las 12:00 p. m. del día de la reunión; o (3) Comentarios verbales realizados durante la reunión, ya sea en persona en el Ayuntamiento o virtualmente usando Zoom si se proporciona un enlace de Zoom en el momento de la publicación de la agenda.

Los informes del personal y otros documentos que serán considerados por el Ayuntamiento estarán disponibles para su revisión 72 horas antes de la reunión del Ayuntamiento, en el sitio web de la Ciudad: <https://cityfortbragg.legistar.com/Calendar.aspx>, y en persona con cita previa. Para obtener los materiales de solicitud o para obtener más información, comuníquese con el Secretario Municipal interino por correo electrónico a aweaver@fortbragg.com. Al finalizar la audiencia pública, el Ayuntamiento considerará una decisión sobre el asunto mencionado anteriormente.

Proceso de apelación y escala de tarifas: Las decisiones del Ayuntamiento serán definitivas a menos que se apele por escrito a la Comisión Costera dentro de los diez (10) días hábiles. Si impugna el caso anterior ante el tribunal, es posible que se limite a plantear solo los asuntos que usted u otra persona planteó en la audiencia pública descrita en este aviso o en la correspondencia escrita entregada al Departamento de Desarrollo Comunitario en la audiencia pública o antes de ella.

FECHA: 22 de noviembre de 2024

George Leinen
Oficial de cumplimiento de códigos/Planificador asistente

PUBLICACIÓN: 28 de noviembre de 2024

ESTADO DE CALIFORNIA)
) artículos.
CONDADO DE MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg; y que publiqué este Aviso en la caja de Avisos del Ayuntamiento el 28 de noviembre de 2024.

Amber Weaver, secretario municipal interino



City of Fort Bragg

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

Text File

File Number: 24-1055

Agenda Date: 12/9/2024

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Resolution

Agenda Number: 7B.

Conduct Public Hearing, and Consider Adoption of City Council Resolution Recover the Cost to Provide Contracted Building Permit Inspection Services



AGENCY: City Council
MEETING DATE: December 09, 2024
DEPARTMENT: City Manager/Public Works
PRESENTED BY: Isaac Whippy/Chantell O'Neal
EMAIL ADDRESS: iwhippy@fortbragg.com / conear@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Conduct Public Hearing, and Consider Adoption of City Council Resolution Revising the City's Fee Schedule to Recover the Cost of Contracted Building Permit Inspection Services

ISSUE:

According to the [City of Fort Bragg Strategic Plan 2024-2028](#), specifically Goal 1E, the City is committed to streamlining, educating, and expediting the permitting process through initiatives such as pre-application meetings, software upgrades, in-house plan checks, and inspections. Since 1994, the City has relied on the Building Inspection services provided by the Mendocino County Planning and Building Department (MCPBD). However, during recent housing workshops, community members emphasized the need for faster and more efficient permit plan check processes.

In response to this feedback and to improve service delivery, City staff explored alternative solutions and engaged local consultants specializing in these services. After thorough research and consideration of practices in other communities, staff received a proposal from 4-Leaf Inc., a firm with extensive experience in expediting building services. To address community concerns and enhance operational efficiency, staff recommends initiating a Pilot Project with 4-Leaf Inc. This initiative will provide a second option for building inspection services and offer the City an opportunity to assess the effectiveness of this approach.

ANALYSIS:

When an applicant wishes to obtain a building permit from the City of Fort Bragg, they currently apply for the permit, and city staff performs a planning and engineering plan check on the documents for code conformance. Building Permit Plan check fees (Attachment 2) are assessed by the City to cover the cost of services rendered. This process takes an average of two weeks. Once staff have confirmed code compliance, the permit application is then transferred to MCPBD. The permit is checked in by their counter staff and another separate set of fees (Attachment 3) are assessed separately by the County. The MCPBD fees are associated with the cost of the structural code compliance review and inspections performed by County staff. Structural plan checks at the county can often take 6-8 weeks (depending upon project complexity) and this amount of time is

increased when correction notices are requested. Construction cannot commence until the County has issued a permit to an applicant.

During recent housing workshops, members of the community expressed interest in opportunities to expedite the permit plan check process. In response to these requests and to enhance the effectiveness and efficiency of service delivery, staff solicited local consultants who perform these services. Many jurisdictions throughout the State choose to contract out building plan check services including Pleasanton, Clear Lake, Redding, Larkspur, and Mountain View to name a few. Most jurisdictions that contract out building plan checks have an hourly rate for the different professionals in the firm, such as the Building Official, CASp Review, and Inspectors. Staff is recommending that the fee schedule be amended to include hourly rates for consultants to be used for inspection services that can be made available to the public in addition to MCPBD to provide additional servicing options and capacity.

4Leaf Inc. submitted a proposed Fee Schedule and Basis of Charges to perform building permit plan check services for the City of Fort Bragg. The proposed contract with 4Leaf would include most plan reviews to be completed within 10 business days or less and 5 business days or less for re-checks. 4 Leaf will also provide expedited reviews to be billed at 1.5x the plan review fee listed in the fee schedule (Attachment 2) and the return time for these is seven (7) days. The City will contract with 4Leaf on an On-Call basis for an amount not to exceed \$25,000 as a pilot project. Either the proposed pilot will run for 6 months or until the contract amount is expended. Several factors will be observed during the pilot, including:

1. Comparison of cost to an applicant between 4Leaf and County fees.
2. Timeline for services rendered.
3. Adaptability to the use of Accela (once the software goes live in early 2025).
4. Quality of services rendered by Consultant.

Staff will bring results to the Council to discuss and determine the next steps upon completion of the Pilot study.

Legal Requirements

State law contains several provisions that affect a City's establishing and updating City fees. They can be summarized generally as follows:

- (i) A City may set fees to recover the full cost of providing services, but fees cannot be levied in excess of the cost of service or for general revenue purposes.
- (ii) A Cost-of-Service Study may be used as the basis to calculate and set fees to recover the full cost of providing services and to make findings that the fees reflect a reasonable estimate of the cost of providing the applicable services.
- (iii) As for the process of adopting fees, State law requires that changes to the City's fees be presented to the City Council at a Public Hearing in accordance with Government Code section 66016, which requires that there be two publications of the meeting notice in the local newspaper, advance notice is provided to any party that requests to be notified of

any proposed fee adjustments, and that the full package of the proposal is made available to the Public no less than ten days prior to the Hearing.

- (iv) In addition, approved changes may take effect no less than 60 days after approval.

RECOMMENDED ACTION:

Adoption of City Council Resolution Revising the City’s Fee Schedule to Include Consulting Services with 4Leaf Inc. to Provide Building Permit Inspection Services.

ALTERNATIVE ACTION(S):

Decline the proposed fee schedule update and pilot project plan.
Recommend another alternative or additional research be performed.

FISCAL IMPACT:

There is no anticipated fiscal impact to the City, as the On-Call Services contract will be a “pass-through” where members of the public utilizing the inspection services will pay the full cost. At this time, it is unknown whether the cost of the consultant (transferred to the customer) will be more or less than what is currently being collected by MCPBD.

ENVIRONMENTAL ANALYSIS:

This action is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Title 14, the California Code of Regulations("CEQA Guidelines"), Section 15273(a)(1) which provides an exception for modifications to fees to cover operating expenses for maintaining service within existing service areas.

CONSISTENCY:

Staff published notice of the public hearing on the fee revision (Attachment 4) on November 21, 2024, and November 28, 2024. The Notice was also distributed to those who requested it as required by law. Required information about the fee was made available to the public for inspection in the Office of the City Clerk beginning November 25, 2024, as required by law.

- In accordance with the Fort Bragg General Plan Housing Element, this pilot study will provide us with the data necessary to determine if implementing Program H-1.9.1 will be a benefit to the community.

Program H-1.9.1: Building Permits. Consider hiring a contract building inspector to bring building inspection services into the City to improve timeliness and inspection certainty.

Responsibility: City Council, Community Development Department

Financing: Building Permit Fees

Scheduling: 2020-25

Quantification: none

- These fee updates are consistent with the established City Council policy requiring full cost recovery for services provided. All legal requirements discussed above have been adhered to.
- According to the City of Fort Bragg Strategic Plan 2024-2028+ 1E Streamline, Educate, and expedite the permitting process including pre-application meetings, software upgrades, in-house plan checks, and inspections.

IMPLEMENTATION/TIMEFRAMES:

If the Council adopts the resolution, the associated fees will go into effect 60 days after adoption (February 7, 2025). However, since this is an optional service, persons wishing to proceed with the 4Leaf Inc. services could do so at their discretion once the City has commenced a contract with the consultant.

ATTACHMENTS:

1. Resolution
2. Exhibit A - Proposed Fees
3. County Permit Fee Schedule
4. Public Hearing Notice

NOTIFICATION:

4Leaf Inc.

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
REVISING THE CITY'S FEE SCHEDULE TO RECOVER THE COST OF
CONTRACTED BUILDING PERMIT INSPECTION SERVICES**

WHEREAS, the Fort Bragg Municipal Code, Title 17 (Coastal Land Use & Development Code), Title 18 (Inland Land Use & Development Code), the California Environmental Quality Act Guidelines, Section 15045, and Government Code Sections 65104 and 66014 authorize the establishment of fees to recover and defray costs incurred in the processing of applications for planning and subdivision projects, annexations, and building permits, including inspections ("Planning and Development Fees "); and

WHEREAS, the City has solicited the services for contract building inspection services from 4Leaf Inc. and the costs incurred in providing those services would be directly charged to the beneficiaries of those services via an on-call contract; and

WHEREAS, this action is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Title 14, the California Code of Regulations("CEQA Guidelines"), Section 15273(a)(1) which provides an exception for modifications to fees for the purpose of covering operating expenses for maintaining service within existing service areas; and

WHEREAS, under Government Code section 66016, the specific fees to be charged for such services must be adopted by the City Council after providing notice and holding an open and public meeting; and

WHEREAS, the City Council conducted an open public hearing on December 9, 2024, following the proper notice, to obtain comments on the proposed fee schedule; and

WHEREAS, based on all the evidence presented at the time of the public hearing on this matter, the City Council finds as follows:

1. All notices and publications have been given by Government Code sections 6062a; and
2. Information regarding the proposed fee increases, including the cost or estimated cost required to provide the service for which a specific fee is levied, have been made available to the public for at least ten (10) days prior to the public meeting; and
3. The fees collected for providing miscellaneous services are not a source of additional general fund revenues nor are they a "special tax" as described in California Government Code section 50076; and
4. The proposed fees as identified in Exhibit "A" have been reviewed and are found not to exceed the estimated reasonable cost of providing the services for which the fees are levied.

NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED AS FOLLOWS:

1. That the Recitals set forth above are true and correct and incorporated fully herein as findings of fact, and
2. That the City Council of the City of Fort Bragg does hereby adopt the fees as shown on Exhibit "A," attached, showing the fees to be charged for the services described therein; and
3. That the City Clerk is authorized and directed to update the Consolidated Fee Schedule to reflect the fees described in Exhibit "A"; and
4. That these fees shall become effective February 7, 2025, 60 days following adoption of this Resolution.

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 9th day of December 2024, by the following vote:

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

**BERNIE NORVELL
Mayor**

ATTEST:

**Amber Weaver
Acting City Clerk**

CITY OF FORT BRAGG

FEE SCHEDULE

(Proposed Update of
December 09, 2024)

Building Permit Fees		
Public Works- Engineering Review		
B17	New construction (120 sf - 1000 sf)	\$159
B18	New construction (>1000 sf)	\$255
B19	New Construction- Requiring Water/Sewer Review	\$95
B20	Fire Sprinklers, Grease Trap, backflow	\$127
B21	Commercial Remodels-Change of Use (Increased capacity)	\$95
B22	Frontage, driveway, parking, circulation, flatwork	\$159

Schedule of PLANNING AND DEVELOPMENT FEES		
CATEGORY		
Community Development Department (CDD-Planning Review)		
B23	Over the Counter Permit	\$55
B24	Interior Remodel	\$81
B25	Residential Site Plan Review	\$80
B26	Commercial Site Development/Land Use Review	\$160
Non-Departmental		
B27	Demolition	\$118
B28	Amendment to Plan set or Conditions (voluntary or corrections)	\$86
B29	Complex Project requiring costs incurred (min initial deposit)*	*\$2,000
B30	General Plan Maintenance Fee	0.53% of Valuation
B31	Waste Management Checklist processing Fee	\$55
	Note: Waste recycling deposits are refunded based on a pro-rated percentage of the recycling target met.	

The City of Fort Bragg contracts with the County of Mendocino and outside consultants to perform all building permit plan checks and inspection services. The Fees for Mendocino County Planning and Building services can be found on their website here: <https://www.mendocinocounty.gov/government/executive-office/county-budget>. The fee schedule for 4Leaf Inc. is made part of this City fee schedule as a separate Table of Charges.

This handout contains typical fees collected for Building Permits at either the time of submittal and/or permit issuance. Actual fees will be determined by our staff, both at the time of application submittal and before permit issuance. In addition, there may be other types of fees for your project required by the Public Works/Engineering Department and/or Planning Division.



FEE SCHEDULE

FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF FORT BRAGG

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Hourly Plan Review: \$145 Non-Structural Review \$155 Structural Review	Fee includes: <ul style="list-style-type: none"> ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➤ Shipping, courier, and electronic service.

Building

Chief Building Official	\$165/hour
Structural Plan Review Engineer	\$155/hour
Non-Structural Plans Examiner	\$145/hour
Certified Access Specialist (CASp) Inspector	\$165/hour
Certified Access Specialist (CASp) Plans Examiner	\$165/hour
Senior Combination Building Inspector (Building Inspector III)	\$125/hour
Commercial Building Inspector (Building Inspector II)	\$115/hour
Residential Building Inspector (Building Inspector I).....	\$105/hour
Permit Manager.....	\$105/hour
Senior Permit Technician.....	\$90/hour
Permit Technician.....	\$80/hour
Clerk/Administrator.....	\$75/hour
Supervising Inspector of Record.....	\$160/hour
Inspector of Record	\$145/hour
DSA Class 1 / OSHPD A Inspector	\$170/hour
DSA Class 2 / OSHPD B Inspector	\$150/hour
DSA Class 3 / OSHPD C Inspector.....	\$105/hour
Housing Inspector	\$95/hour
Hearing Officer.....	\$150/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City).....	IRS Rate + 20%

Code Enforcement

Code Enforcement Director	\$185/hour
Code Enforcement Manager.....	\$160/hour
Senior Code Enforcement Officer	\$115/hour



Code Enforcement Officer II	\$95/hour
Code Enforcement Officer I	\$85/hour
Code Enforcement Technician	\$80/hour
Code Enforcement Coordinator	\$75/hour

Fire

Fire Protection Engineer (FPE).....	\$185/hour
Fire Prevention Officer	\$145/hour
Fire Plans Examiner	\$140/hour
Fire Inspector II.....	\$130/hour
Fire Inspector I.....	\$110/hour

Planning

Housing Policy Director	\$220/hour
Planning Director.....	\$200/hour
Principal/Planning Manager	\$170/hour
Senior Planner	\$155/hour
Associate Planner	\$145/hour
Assistant Planner	\$115/hour
Planning Technician.....	\$90/hour

Project Management

Project Manager	\$200/hour
Principal-in-Charge	\$270/hour
Director of Community Development	\$220/hour

Engineering, Public Works Inspection, & Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans)	\$170/hour
Traffic Engineer.....	\$230/hour
Construction Manager.....	\$160/hour
Certified Access Specialist (CASp) Inspector (Regular time)	\$165/hour
Certified Access Specialist (CASp) Inspector (Nighttime)	\$186/hour
Certified Access Specialist (CASp) Inspector (Overtime).....	\$223/hour
Certified Access Specialist (CASp) Plans Examiner.....	\$165/hour
Public Works Inspector (Regular Time)	\$153/hour
Public Works Inspector (Nighttime).....	\$172/hour
Public Works Inspector (Overtime)	\$207/hour
Public Works Inspector Apprentice.....	\$99/hour
Public Works Plans Examiner.....	\$145/hour

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.



- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$300.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- These above rates reflect the FY2024-2025 contract period. 4LEAF assumes a 3% escalation for FY2025-2026, FY2026-2027, upon market conditions.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.



- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR’s Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.
- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:
 - *Nighttime (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8 hour M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8 hour Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Project-related mileage for inspections will be billed at the allowable IRS Rate.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.
- In accordance with California’s Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF’s non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **Monday, December 9, 2024**, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following item:

Consider Adoption of City Council Resolution Revising the City’s Fee Schedule to Include Consulting Services with 4Leaf Inc. to Provide Building Permit Inspection Services at their Hourly Plan Review Rates

The public hearing will be open for public participation. All interested persons are invited to present oral or written comments at the public hearing. Written comments can also be submitted by mailing them to the Acting City Clerk at 416 N. Franklin Street, Fort Bragg, CA 95437, or emailing them to aweaver@fortbragg.com. To be made a part of the public hearing record, such mailed or emailed comments must be received by the City Clerk no later than 4:00 PM on the date of the public hearing.

At least 14 days prior to the public hearing, the data indicating the amount of cost or estimated cost required to provide the services for which each fee is levied and the revenue sources anticipated to provide the service will be made available to the public for review. The resolution and additional information the City Council will consider will be available for review 72 hours before the hearing date. All information described in this paragraph will be available for review and copying at the Office of the City Clerk, City Hall, 416 North Franklin Street, Fort Bragg, California 95437 during normal business hours. To expedite our ability to serve you, you can call 707-961-2823, ext. 100 to schedule an appointment.

The Agenda Item Summary Report and supporting documents that will be considered by the Councilmembers will also be available on the City’s website: <https://city.fortbragg.com> at least 72 hours before the public hearing.

DATED: November 15, 2024

Amber Weaver
Acting City Clerk

PUBLISH: November 21, 2024
November 28, 2024

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Administrative Services Department; and that I posted this Notice in the City Hall Notice case on **November 21, 2024**

Amber Weaver
Acting City Clerk



CIUDAD DE FORT BRAGG

Incorporada el 5 de agosto de 1889
416 N. Calle Franklin.
Fuerte Bragg, California 95437
Teléfono: (707) 961-2823
Fax: (707) 961-2802

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Ayuntamiento de Fort Bragg llevará a cabo una audiencia pública en una reunión regular que se llevará a cabo a las 6:00 p. m., o tan pronto como se escuche el asunto, el **lunes, 9 de diciembre de 2024**, en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California 95437. La audiencia pública tratará el siguiente tema:

Considere la adopción de una resolución del Ayuntamiento que revise la escala de tarifas de la ciudad para incluir servicios de consultoría con 4Leaf Inc. para proporcionar servicios de inspección de permisos de construcción a sus tarifas de revisión de planes por hora

La audiencia pública estará abierta a la participación del público. Se invita a todas las personas interesadas a presentar comentarios orales o escritos en la audiencia pública. Los comentarios escritos también se pueden enviar por correo postal al Secretario Municipal interino en 416 N. Franklin Street, Fort Bragg, CA 95437, o por correo electrónico a aweaver@fortbragg.com. Para que formen parte del registro de la audiencia pública, dichos comentarios enviados por correo postal o electrónico deben ser recibidos por el Secretario Municipal a más tardar a las 4:00 p. m. en la fecha de la audiencia pública.

Al menos 14 días antes de la audiencia pública, se pondrán a disposición del público para su revisión los datos que indican el monto del costo o el costo estimado requerido para proporcionar los servicios por los cuales se cobra cada tarifa y las fuentes de ingresos previstas para proporcionar el servicio. La resolución y la información adicional que el Ayuntamiento considerará estarán disponibles para su revisión 72 horas antes de la fecha de la audiencia. Toda la información descrita en este párrafo estará disponible para su revisión y copia en la Oficina del Secretario Municipal, Ayuntamiento, 416 North Franklin Street, Fort Bragg, California 95437 durante el horario comercial normal. Para agilizar nuestra capacidad de atenderlo, puede llamar al 707-961-2823, ext. 100 para programar una cita.

El Informe resumido de los puntos del orden del día y los documentos de respaldo que considerarán los miembros del Concejo también estarán disponibles en el sitio web de la Ciudad: <https://city.fortbragg.com> al menos 72 horas antes de la audiencia pública.

FECHA: 15 de noviembre de 2024

Tejedora de ámbar
Secretario municipal interino

PUBLICACIÓN: 21 de noviembre de 2024
28 de noviembre de 2024

ESTADO DE CALIFORNIA)
) artículos.
COUNTY OF MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg en el Departamento de Servicios Administrativos ; y que publiqué este Aviso en la caja de Avisos del Ayuntamiento el **21 de noviembre de 2024.**

Tejedora de ámbar
Secretario municipal interino

**Mendocino County Department of Planning and Building Services
Building Division Master Fee Schedule - February 5, 2024**

1 BUILDING PERMIT FEES			
2	Total Valuation (Occupancy Type Valuation X Total Sq. Ft. Valuation)	Fee	
3	\$1 to \$500.00	\$23.67	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
4	\$501.00 to \$2000.00	\$23.67 for the first \$500 plus \$3.11 for each additional \$100 or fraction thereof, to and including \$2,000.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
5	\$2001.00 to \$25000.00	\$70.03 for the first \$2,000 plus \$14.12 for each additional \$1,000 or fraction thereof, to and including \$25,000.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
6	\$25001.00 to \$50000.00	\$394.88 for the first \$25,000 plus \$10.19 for each additional \$1,000 or fraction thereof, to and including \$50,000.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
7	\$50001.00 to \$100000.00	\$649.64 for the first \$50,000 plus \$7.06 for each additional \$1,000 or fraction thereof, to and including \$100,000.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
8	\$100001.00 to \$500000.00	\$1002.73 for the first \$100,000 plus \$5.61 for each additional \$1,000 or fraction thereof, to and including \$500,000.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
9	\$500001.00 to \$1000000.00	\$3246.75 for the first \$500,000 plus \$4.78 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
10	\$1000001.00 and up	\$5634.45 for the first \$1,000,000 plus \$3.55 for each additional \$1,000 or fraction thereof.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
11 ELECTRICAL PERMIT FEES			
12	Issuance of Electrical Permit	\$293.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
13	Private Swimming Pools	\$179.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
14	Temporary Power Service: Service Pole of Pedestal	\$106.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
15	Temporary Power Service Distribution System - Temporary	\$103.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
16	First 20 Fixtures, Receptacle, Switch	\$99.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
17	Additional Fixtures	\$78.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
18	For pole or platform-mounted lighting fixtures, each	\$88.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
19	Fixed Residential Appliances	\$79.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
20	Non-Residential Appliances	\$79.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
21	Single Branch Circuit/Signs/Lighting	\$85.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
22	Each Additional	\$100.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
23	For services of 600 volts or less and not over 200 amperes in rating (each 200 AMP)	\$128.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
24	For services of 600 volts or less and over 200 amperes to 1,000 amperes each	\$156.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
25	For services over 600 volts or over 1,000 amperes in rating, each	\$182.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
26	Miscellaneous Apparatus, Conduits and Conductors:	\$124.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
27 MECHANICAL PERMIT FEES			
28	Issuance of Each Mechanical Permit	\$293.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
29	Furnaces-Up to and Including 100,000 Btu/h (29.3 kW)	\$124.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
30	For the installation or relocation of each floor furnace, including vent	\$123.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
31	For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$123.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
32	Appliance Vents	\$121.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
33	Repairs or Additions	\$123.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
34	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$123.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
35	For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$149.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130

36	For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto	\$102.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
37	For each air-handling unit over 10,000 cfm (4719 L/s)	\$104.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
38	For each evaporative cooler other than portable type	\$102.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
39	For each ventilation fan connected to a single duct	\$101.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
40	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$102.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
41	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$122.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
42	For the installation or relocation of each commercial or industrial-type incinerator	\$123.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
43	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which the fee is listed in the table	\$122.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
44	PLUMBING PERMIT FEES		
45	Issuance of Each Plumbing Permit	\$293.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #21-194
46	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof)	\$102.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
47	For repair or alteration of drainage or vent piping, each fixture	\$100.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
48	For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	\$106.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
49	Rainwater systems—per drain (inside building)	\$121.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
50	For installation, alteration, or repair of water piping or water-treating equipment, or both, each	\$100.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
51	For each water heater including vent	\$103.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
52	For each gas piping system of one to five outlets	\$101.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
53	For each lawn sprinkler system on any one meter, including backflow protection devices thereof	\$103.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
54	For each backflow-protection device other than atmospheric-type vacuum breakers 2 inches (50.8 mm) and smaller	\$102.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
55	Public Swimming Pool	\$321.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
56	Public Spa	\$280.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
57	Private Swimming Pool	\$280.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
58	Private Spa	\$209.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
59	ELEVATOR PERMIT FEES		
60	New Installations or Repair/Remodel	JOB COST	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
61	BUILDING PLAN REVIEW FEES		
62	Plan Review Fee When the County Administers the Uniform Fire Code	100% of the Building Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
63	Plan Review Fee	75% of the Building Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
64	Plan Review Fee When the County Administers the Uniform Fire Code	100% of the Mechanical Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
65	Plan Review Fee	75% of the Mechanical Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
66	Plan Review Fee When the County Administers the Uniform Fire Code	100% of the Plumbing Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
67	Plan Review Fee	75% of the Plumbing Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
68	Plan Review Fee When the County Administers the Uniform Fire Code	100% of the Electrical Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
69	Plan Review Fee	75% of the Electrical Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130

70	Plan Review Fee When the County Administers the Uniform Fire Code	100% of the Grading Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
71	Plan Review Fee	75% of the Grading Permit Fee	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130
72	50 cubic yards (38.2 m3) or less	No Fee	
73	51 to 100 cubic yards (40 to 76.5 m3)	\$85.56	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso # 21-194
74	101 to 1,000 cubic yards (77.2 to 764.6 m3)	\$134.70	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso # 21-194
75	1,001 to 10,000 cubic yards (765.3 to 7645.5 m3)	179.34 for the first 1,000 cubic yards (7645.5m3), plus \$54.06 for each additional 1,000 cubic yards (7645.5 m3) or fraction thereof.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso # 21-194
76	10,001 to 100,000 cubic yards (7646.3 to 76455 m3)	\$179.34 for the first 10,000 cubic yards (7645.5 m3), plus \$108.12 for each additional 10,000 cubic yards (7645.5 m3) or fraction thereof.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso # 21-194
77	100,001 to 200,000 cubic yards (76 456 to 152911 m3)	\$654.82 for the first 100,000 cubic yards (76455 m3), plus \$84.00 for each additional 10,000 cubic yards (7645.5 m3) or fraction thereof.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso # 21-194
78	200,001 cubic yards (152912 m3) or more	\$1952.92 for the first 200,000 cubic yards (152911 m3), plus \$88.00 for each additional 10,000 cubic yards (7545.5 m3) or fraction thereof.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso # 21-194
79	GRADING PERMIT FEES		
80	Issuance Fee	\$293.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
81	50 cubic yards (38.2 m3) or less	\$36.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
82	51 to 100 cubic yards (40 to 76.5 m3)	\$113.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
83	101 to 1,000 cubic yards (77.2 to 764.6 m3)	\$239.00 for the first 100 cubic yards (76.5 m3) plus \$58.98 for each additional 100 cubic yards (76.5 m3) or fraction thereof.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
84	1,001 to 10,000 cubic yards (765.3 to 7645.5 m3)	\$550.00 for the first 1,000 cubic yards (764.6 m3), plus \$70.40 for each additional 1,000 cubic yards (764.6 m3) or fraction thereof.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
85	10,001 to 100,000 cubic yards (7646.3 to 76455 m3)	\$824.00 for the first 10,000 cubic yards (7645.5 m3), plus \$148.32 for each additional 10,000 cubic yards (7645.5 m3) or fraction thereof.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
86	100,000 cubic yards or more	\$2064.50 for the first 100,000 cubic yards, plus \$82.00 for each additional 10,000 cubic yards or fraction thereof.	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
87	MANUFACTURED HOME (Mobile Home) INSTALLATION FEES		
88	Issuance Fee	\$293.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
89	Single Wide	\$441.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
90	Double Wide	\$564.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
91	Triple Wide	\$603.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
92	Electrical Fees	\$227.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
93	Plumbing Permit Fees	\$227.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
94	OTHER FEES		
95	Agricultural Building Exemption	\$311.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso # 21-194
96	Agricultural Building Exemption, if Constructed prior to Exemption Approval	\$475.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso # 21-194
97	Water Reservoir Exemption Determination (Pond Exemption)	\$733.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso # 21-194
98	Education Fees	6% of building permit valuation	AB717, Reso #18-122
99	Reinstatement of Permit	\$246.00 or 40% of original permit fee, for each expired year, whichever is greater	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
100	Minimum permit fee	\$287.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
101	Inspections outside of Normal business hours (Special Inspection)	See Special Inspection Fees below	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
102	Reinspection fees assessed under provisions of Section 305.8	\$266.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
103	Inspections for which No fee is specifically indicated (Special Inspection)	See Special Inspection Fees below	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
104	Additional plan review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$288.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
105	Additional plan review required for MS4/LID standards (minimum charge - 1 hour)	\$288.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
106	Records Management	Res- \$214.00, OTC- \$108.00, Comm.- \$277.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194
107	Planning Review of Building Permit Applications	Res.- \$248.00, Comm.- \$ 288.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122, Reso #21-194

108	Strong Motion Instrumentation Program (SMIP)	Group R-\$10 per \$100,000 of permit valuation, with appropriate fraction, Other-\$21 per \$100,000 of permit valuation, with appropriate fraction.	Public Resources Code Section 2705
109	General Plan Maintenance	0.65% of permit valuation	Govt. Code Section 66014(b), Reso. #04-039, and Reso. #11-072, Reso # 18-122
110	General Plan Maintenance- Flat Fee	\$232.00 when no valuation (job cost) is assigned	Govt. Code Section 66014(b), Reso. # 21-194
111	Violation/Penalty Fees	Pursuant to Mendocino County Code	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122
112	Stormwater MS4/BMP Inspection	\$304.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 08-130, Reso #18-122
113	Insulation Inspection	\$188 (after the fact) or \$91.00 when combined with the issuance of a permit	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 18-122, Reso # 21-194
114	CASp Review	\$4 fee on each commercial/business Plancheck	AB1379, Reso # 18-122
115	ADA Parking Accessibility Plan Reivew	\$264.00	Govt. Code Section 66014(b), Reso. # 21-194
116	SPECIAL INSPECTION/PRE-SITE INSPECTION FEES		
117	Boonville	\$414.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
118	Branscomb	\$539.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
119	Calpella	\$326.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
120	Covelo	\$680.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
121	Hopland	\$387.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
122	Laytonville	\$498.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
123	Leggett	\$645.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
124	Longvale	\$471.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
125	Navarro	\$510.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
126	Philo	\$469.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
127	Piercy	\$711.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
128	Potter Valley	\$398.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
129	Redwood Valley	\$353.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
130	Talmage	\$350.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
131	Ukiah	\$324.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
132	Whale Gulch	\$878.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
133	Whitethorn	\$878.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
134	Willits	\$443.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
135	Yorkville	\$500.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
136	Albion	\$368.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso # 07-252, Reso # 18-122, Reso #21-194
137	Anchor Bay	\$495.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso #21-194
138	Comptche	\$508.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso #21-194
139	Elk	\$456.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso #21-194
140	Gualala	\$566.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso #21-194
141	Irish Beach	\$473.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso #21-194
142	Manchester	\$475.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso #21-194
143	Pt. Arena	\$482.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso #21-194
144	Westport	\$472.00	Govt. Code Section 66016, Health and Safety Code Sec. 19132.3, Reso #21-194

Building Valuation Table groups and construction types are derived from the ICC Valuation Tables and include architectural, structural, electrical, plumbing, and mechanical work. Valuation for remodels will be 65% of the stated valuation for the purpose of determining fees.				
Group (2021 International Building Code)	IIA	IIB	VA	VB
A-1 Assembly, theaters, with stage	\$298.73	\$287.25	\$250.64	\$242.45
A-1 Assembly, theaters, without stage	\$271.92	\$260.43	\$223.83	\$215.64
A-2 Assembly, nightclubs	\$240.91	\$232.41	\$198.15	\$191.66
A-2 Assembly, restaurants, bars, banquet halls	\$238.91	\$231.41	\$196.15	\$190.66
A-3 Assembly, churches	\$275.97	\$264.50	\$228.33	\$220.13
A-3 Assembly, general, community halls, libraries, museums	\$230.84	\$220.36	\$182.97	\$175.79
A-4 Assembly, arenas	\$269.92	\$259.43	\$221.83	\$214.64
B Business	\$230.22	\$220.18	\$176.96	\$168.98
E Educational	\$247.48	\$236.82	\$193.15	\$187.15
F-1 Factory and industrial, moderate hazard	\$135.37	\$130.82	\$96.63	\$90.55
F-2 Factory and industrial, low hazard	\$135.37	\$129.82	\$96.63	\$89.55
H-1 High Hazard, explosives	\$126.28	\$120.73	\$87.85	N.P.
H234 High Hazard	\$126.28	\$120.73	\$87.85	\$80.76
H-5 HPM	\$230.22	\$220.18	\$176.96	\$168.98
I-1 Institutional, supervised environment	\$231.87	\$223.51	\$183.98	\$178.19
I-2 Institutional, hospitals	\$395.71	\$385.68	\$341.43	N.P.
I-2 Institutional, nursing homes	\$269.80	\$259.75	\$217.86	N.P.
I-3 Institutional, restrained	\$263.79	\$253.75	\$212.25	\$202.27
I-4 Institutional, day care facilities	\$231.87	\$223.51	\$183.98	\$178.19
M Mercantile	\$175.03	\$167.53	\$132.98	\$127.51
R-1 Residential, hotels	\$234.22	\$225.85	\$186.62	\$180.83
R-2 Residential, multiple family	\$193.17	\$184.80	\$146.61	\$140.82
R-3 Residential, one- and two-family	\$188.07	\$184.23	\$166.09	\$156.45
R-4 Residential, care/assisted living facilities	\$231.87	\$223.51	\$183.98	\$178.19
S-1 Storage, moderate hazard	\$124.28	\$119.73	\$85.85	\$79.76
S-2 Storage, low hazard	\$124.28	\$118.73	\$85.85	\$78.76
U Utility, miscellaneous	\$95.84	\$91.61	\$65.12	\$62.06
Other Valuations:				
Building Shell with Foundation (subtract 20% of the building fees)				
	15 kw or less= Flat Fee- \$450		More than 15 kw= \$500 + \$15 per kw above 15 kw	
Residential Roof/Ground Mount Solar fees		Generator Job Cost plus \$450		
Residential Generator fees with solar				
Residential Battery fees with Solar	\$450.00			
	50 kw or less= \$1,000	50 kw to 250 kw = \$1,000 + \$7 per kw		More than 250 kw \$2,500 plus % Per kw
Commercial Roof/Ground Mount Solar fees		Generator Job Cost plus \$450		
Commercial Generator fees with Solar				
Commercial Battery fees with Solar		Battery Job Cost plus \$450		
Water Storage Tanks	Job Cost or \$2.93 per gallon			
Ag Exempt Fees Policy	\$311 plus other department fees or \$475 if constructed prior to exemption approval			
Foundation only	Residential \$11.92/ Commercial \$15.70			
Re-Roof	Residential \$5.74/ Commercial \$9.76			
Re-Roof with Sheeting	Residential \$7.82/ Commercial \$13.14			
Exterior Accessible site parking and Path of travel	Evaluation per foot \$11.92			
Sprinklers	Residential \$4.25/ Commercial \$5.30			
Deck	Residential \$11.75/ Commercial \$14.68			
Deck with Porch	Residential \$23.47/ Commercial \$29.34			
Carport	\$29.34			
Garage	\$57.74			
Residential Accessory Structure	\$44.01			
Parking lot MS4 (fee per foot)	\$2.53 sq.ft. for parking lot/ When a Bio-Retention is included, Job Cost for the Bio-Retention will be added			
Ag Barn	\$23.46			
Greenhouse (Not Ag Exempt)	Residential \$17.60/ Commercial \$23.51			

Valuations not on this list shall be designated to a use or hazard that is most similar

N.P.= Not Permitted



City of Fort Bragg

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Text File

File Number: 24-1043

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In Control: City Council

File Type: Staff Report

Agenda Number: 8C.

Receive Report and Provide Direction Regarding Priorities for Achieving Pro-Housing Strategy 2H. Elimination or Replacement of Subjective Design Standards with Objective Design Standards for Ministerial Review of Multifamily Housing Projects; CEQA Exemption 15061(b)(3), Public Resource Code 21065.



AGENCY: City Council
MEETING DATE: December 9, 2024
DEPARTMENT: CDD
PRESENTED BY: Marie Jones, MJC
EMAIL ADDRESS: marie@mariejonesconsulting.com

AGENDA ITEM SUMMARY

TITLE: Receive Report and Provide Direction Regarding Priorities for achieving Pro-Housing Strategy 2H. Elimination or replacement of Subjective Design Standards with Objective Design Standards for Ministerial Review of Multifamily Housing Projects.

ISSUE:

Addressing the housing shortage is a critical priority for the City Council, as outlined in the [City of Fort Bragg Strategic Plan 2024-2028](#), which includes the ambitious goal of adding over 200 housing units by 2026. This initiative aims to develop housing incentives that encourage property conversions and the creation of additional housing opportunities.

The growing housing affordability challenge has left many residents struggling to purchase or rent homes. Fort Bragg faces a significant shortage of both rental and for-sale properties, a situation exacerbated by the city's increasing appeal as an ideal place to live, work, and retire. Addressing this issue is essential to ensure that housing remains accessible to all community members and supports the City's long-term goals for sustainable growth and economic vitality.

BACKGROUND:

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law, which provided \$350 billion in emergency funding for states, municipalities, counties, tribes, and territories across the nation. The City of Fort Bragg was allocated \$1,744,162 in ARPA funds. Following a Spring Survey of community priorities, the City Council approved the reallocation of these funds from the Broadband project to four key areas, with 50%, or \$800,000, dedicated to housing.

On October 15, 2024, City Council directed staff to obtain Pro-Housing Designation from the State. The program rewards cities that adopt zoning and land use regulations that make housing development easier, cheaper, and faster. Cities select from a list of proven programs that focus on by-right permitting, reducing regulations, simplifying design review, reducing impact fees, providing financial subsidies, land, and more. The City has already implemented enough pro-housing initiatives to secure twenty-three out of the required 30 points. Once awarded the Pro-Housing Designation, Fort Bragg would become eligible for state funding to support housing. The City Council directed staff to implement the following Pro-Housing policy changes:

- 1F. Eliminate minimum parking requirements for residential development. (2 points)

AGENDA ITEM NO. 8F

- 2A. Establish a ministerial approval process for multifamily and mixed-use housing. (3 points)
- 2H. Replace subjective development and design standards with objective development and design standards (as shown in attachment 2) that simplify zoning clearance and improve approval certainty and timing. (1 point)
- 3A. Waive or reduce development impact fees for residential projects that include units affordable to Lower-Income Households. (3 points)

The City Council met on November 12th and provided direction regarding 1F and 2A, namely eliminating minimum parking for residential developments and establishment of a ministerial process for multi-family and mixed-use housing.

ANALYSIS:

This report provides information to inform policy decisions regarding Option 2H Changing the Design Review process for multifamily projects into a ministerial process.

Design Review Requirements for Multifamily Projects

The zoning code currently requires Design Review for residential development projects of 3 or more units, as noted below in section 18.71.050B1 (17.71.050)

1. Improvements subject to Design Review by the Commission.

- a. The following improvements shall always require Design Review by the Commission:
 - i) ***A project resulting in 3 or more residential dwelling units on a single parcel***, including apartments, condominiums, townhouses, and other multifamily residential development projects.
 - ii) All nonresidential development projects, including commercial, office, and industrial structures or additions of more than 250 square feet;
 - iii) The aesthetic impact of grading or filling of land.

Current Process. Currently the Design Review process is a bit cumbersome because the Citywide Design Guidelines are long and subjective and sometimes vague in their requirements. This results in uncertainty for applicants as to if their proposed project meets the design guidelines or not. The Citywide Design Guidelines currently offer leeway for subjective interpretation and judgement by the City Council, Planning Commission and Acting Community Development Director when approving or denying an appeal, Design Review Permit, or Administrative Design Review Permit respectively. Design Review requires a Public Hearing, and the decision is made by the Planning Commission, while Administrative Design Review is completed by the Acting Director of CDD without a public hearing. The process for Design Review, from submittal of a complete application to permit review (approval or denial), usually takes from two to three months.

Relevant Law. The State has enacted several new laws to increase housing supply and affordability and reduce obstacles to housing production. As a part of this effort, State law (Government Code section 65589.5 the Housing Accountability Act) makes it very difficult to deny a proposed housing project that complies with applicable,

objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application.

This change in the law requires Fort Bragg to revisit the existing Citywide Design Guidelines when applied to multi-family housing projects. To comply with state law the City must either eliminate or change subjective guidelines into objective design standards. Please note that per state law an “objective” standard is one that “involves no personal or subjective judgment by a public official and is verifiable by reference to criteria available and known to both an applicant and the public official.” Many of Fort Bragg’s current design standards are “subjective” and require personal interpretation of their meaning and application.¹

Policy Options. The City Council could either exempt all multifamily residential projects from the Design Review Permit requirement or require objective ministerial design review, for which a staff person would follow a checklist (attachment 1) which is composed of objective design review criteria. The policy implications of both approaches are explored below.

Design Review Exemption. The policy implications of exempting multifamily projects from Design Review include the following:

- More flexibility in design solutions/treatments as anything would be permissible. This would likely result in both more creative/beautiful projects and a certain number of starker/uglier projects.
- Reduce the cost of construction, as project developers could select cheaper materials and include less design details on projects if they lack an aesthetic or long-term vision for their project.
- Would expedite development as the design review process would be eliminated.
- Would reduce staff time and permit fees associated with design review.
- Community pushback and consternation over the occasional bad multifamily design.

Ministerial Object Design Review.

- Objective design standards would help prevent bad design but would not necessarily ensure good design.
- Objective standards would be applied through a ministerial process by staff and may require staff training regarding terms of use in the checklist. Overall, this process would be shorter than the current design review process and would not require a public hearing.
- Denial of a project based on objective standards would require the staff person to make specific findings and could open the City up to a lawsuit by the applicant if the findings are not supported by fact. Project denials would require City Attorney advice and input.
- Staff would be subject to more criticism for approved projects which are not in

¹ As a side note, In *McCorkle Eastside Neighborhood v. City of St. Helena*, (2019) the First District Court of Appeal held that discretionary design review of an otherwise permitted use is not subject to the California Environmental Quality Act (CEQA), and this would apply to both commercial and residential projects.

keeping with Fort Bragg's character.

Methodology. MJC reviewed the existing Citywide Design Guidelines and pulled the most important guidelines related to multifamily housing into the design checklist. Then MJC changed these subjective standards into objective standards. If the City Council approves this approach the next step would be to ask for professional input from three or four local architects. The checklist would then be brought forward to the Planning Commission for a recommendation and then come back to the City Council for adoption by resolution.

RECOMMENDED ACTIONS:

Provide direction regarding the preferred approach for design review for multifamily residential projects. Some points to consider while reviewing the attached checklist include the following:

- City Council should balance the need for design control with flexibility and creativity.
- The attached objective standards are intended to not be overly prescriptive or result in a "one size fits all" set of objective design standards, which would result in monotony and repetitive design. Please confirm if you agree or if you would like to see fewer standards and which standards you would like to remove, if any.
- The City Council should review the general topics of the checklist and decide if these are the most important to regulate through objective standards. Council may decide that the Design Checklist should remain silent on some topics to allow creativity and flexibility.
- Where flexibility is needed or desired, the standards incorporate a list or menu of potential options to meet the requirement. Consider if other standards would benefit from menus of options.

ALTERNATIVE ACTION(S):

Discuss and select alternative policy changes to achieve the Pro-Housing designation.

FISCAL IMPACT:

The proposed zoning amendment would be funded by ARPA Funding. Changing the design review process would not have an appreciable fiscal impact, as staff time would continue to be offset by a development fee.

ENVIRONMENTAL ANALYSIS

Council direction provided is not a project for purposes of the CEQA pursuant to Public Resource Code 21065. In addition, action taken under this item is exempt under Section 15064(b)(3) as it can be seen with certainty that there is no possibility that the action taken may have significant effect on the environment since it will not result in physical development without further action.

GREENHOUSE GAS EMISSIONS IMPACT:

Encouraging more housing development within existing cities is a smart growth strategy that results in reduced miles traveled and thereby reduces greenhouse gas emissions. Additionally, as climate change results in increases in inland temperatures and fire risk, the addition of housing units on the coast will allow some people to move to the coast which is considered a climate refuge.

CONSISTENCY:

- All regulatory changes would go through an ordinance adoption process at which time General Plan consistency will be analyzed.
- Consistent with the Strategic Plan Goal 1E:
 - *Develop affordable and market-rate housing that is accessible for every arc of residents' lifetime experiences including Fort Bragg's permanent and temporary workforce, students, retirees, and newcomers who want to share our rich cultural and natural home.*
 - *Develop housing incentives to encourage conversions and additional housing.*

IMPLEMENTATION/TIMEFRAMES:

This process would also require a zoning code amendment to revise the Design Review portion of the code. It would be processed concurrently with other proposed changes and would take four months for ILUDC and 14 months for CLUDC zoning changes.

ATTACHMENTS:

1. City of Fort Bragg Objective Design Review Checklist for Ministerial Approval of Multifamily Projects
2. Zoning Code Compliance ministerial review checklist.

NOTIFICATION:

"Notify me" lists for Housing, Economic Development, Central Business District



Multifamily Residential Projects Design and Development Standards Checklist

APPLICABILITY:

The following standards apply to all new multifamily and mixed-use multifamily residential projects of three units or more.

THE PROCESS In the Non-Coastal zone areas of the City:

1. Contact Community Development to schedule a Pre-Development Team Meeting. The cost of this meeting is \$300 and allows the staff of Community Development and Public Works to review your concept plan and provide specific feedback and information regarding issues related to the parcel, location, and proposed conceptual design specifically regarding water, sewer, drainage, street facilities and compliance with the zoning code and General Plan policies.
2. The applicant would then submit this completed checklist along with the project site plan, land scaping plan, floor plan, project elevations, lighting plan, grading plan, and stormwater management plan (if required).
3. City staff will review the submittal for compliance with this checklist within 30 days of submittal. If the project complies with the checklist the applicant will receive clearance to submit the building permit for review and approval. If the project does not comply with the checklist the applicant will be asked to correct the deficiencies and resubmit the application.

THE PROCESS In the Coastal zone areas of the City:

1. Contact Community Development to schedule a Pre-Development Team Meeting. The cost of this meeting is \$300 and allows the staff of Community Development and Public Works to review your concept plan and provide specific feedback and information regarding issues related to the parcel, location, and proposed conceptual design specifically regarding water, sewer, drainage, street facilities and compliance with the zoning code and General Plan policies.
2. The applicant would then submit this completed checklist along with the project site plan, land scaping plan, floor plan, project elevations, lighting plan, grading plan, and stormwater management plan (if required).
3. City staff will review the submittal for compliance with this checklist within 30 days of submittal. If the project complies with the checklist the applicant will receive clearance to submit the building permit for review and approval. If the project does not comply with the checklist the applicant will be asked to correct the deficiencies and resubmit the application.



No	Ministerial Design Compliance Checklist for Multifamily and Mixed-Use Projects	Sheet Number	Staff Use Only	
			Conforms	Mis
	The following Design Requirements are minimum objective standards that must be applied to all multifamily projects. Applicants are invited, but not required, to exceed these standards.			
	Building Orientation & Structure			
1	If south facing solar access is available, design includes passive solar design strategies for space heating, minimally, through the placement of windows on the south elevation to collect radiant heat from the sun.			
2	Buildings adjacent to streets have residential entrances that face the street and 75% of the street facing space is occupied space with windows that face the street. Buildings on corner parcels include building entrances on both streets.			
3	Structures that have a length longer than thirty feet (30') include one or more of the following: 1) facades with varying modulation with a minimum depth of two feet (2') at intervals of no more than twenty feet (25') on all facades visible from public right of way; 2) use of building projections, projecting ribs, reveals; or 3) change of roof or wall planes.			
	Architectural Details, Elevation, Windows and Doors			
4	Front entry design incorporates two or more of the following: front porch or stoop; recessed doors, archways, or cased openings; canopies; decorative detailing or placement of art; a small roof element above the entrance; architectural elements such as columns or decorative lighting fixtures; changes in the roofline.			
5	Elevations, visible from the public right of way, include at least three architectural details/materials throughout the first floor from the following list: door bays, window bays, awnings, arcades, trellises, windows with trim, building base articulation, water-table, changes in materials or change in colors.			
6	Windows are detailed with at least one of the following: accent trim, sills, shutters, window boxes, divided lights and/or mullions.			
	Roof Form			
7	Buildings include roof planes that are south facing and large enough to accommodate photovoltaic (PV) panels to meet at least 50% of the building's energy needs.			
8	Projects uses gable, hip, dutch, gambrel, butterfly, sawtooth, stepped gables, and shed roofs individually or in combination. Flat roofs are 50% or less of the entire roof area. Parapet roofs a include a cornice with one or more of the following: brackets, molding, dentils, frieze, medallions.			
9	Horizontal eaves longer than twenty feet (30') are broken up by gables, building projections, cupolas, dormers or other type of break in the roof plan.			
10	Roof eaves extend at least 12" from primary wall surface, Roof eaves extend 6 to 12 inches from primary wall surface and the project utilizes rain screen technologies.			
11	The project uses one or more of the following roofing materials: 1) nonreflective standing seam metal roofs in shades of tan, brown, grey, blue, and green, 2) cool foam roofs (EPDM etc), 3) clay tile, and/or 4) architectural composition shingles.			
12	Roof-mounted equipment is screened from view of project tenants and from the public right of way with at least one of the following techniques: roof form, decorative parapets/cornices, and/or wood screening.			
	Facade Materials			
13	The following materials are used together or alone on a building's façades: horizontal, vertical, shingle, board and batten in solid wood and/or fiber cement siding; stone veneer; natural stone and brick; and/or smooth or hand troweled stucco.			
14	The following materials may be used as accents on a buildings' façades but shall comprise less than 30% of the facade frontage: formed concrete, steel, glass block, and/or architectural metal siding.			
15	The project does not use any of the following unacceptable materials: textured/rough stucco, concrete block, ceramic tile of more than 20% of any elevation, slump rock, highly tinted, reflective, or opaque glass, vinyl siding, unfinished galvanized metal.			
	Colors			



No	Ministerial Design Compliance Checklist for Multifamily and Mixed-Use Projects	Sheet Number	Staff Use Only	
			Conforms	Mis
16	Proposed colors have been approved ministerially by the Community Development Director.			
17	No fewer than two and no more than four colors are used on any given façade. This includes any “natural” colors such as unpainted brick or stone.			
18	Black and red are not permitted as a primary/base color.			
19	Colors proposed for projects located in the coastal zone are natural earth tones.			
	Lighting			
20	Exterior lighting illuminates unit entries, driveways, walkways, and parking areas.			
21	All external lighting is partial or full cutoff and dark sky compliant. Exterior lighting will not shine directly onto nearby properties.			
	Landscaping			
22	50% of all proposed trees, shrubs and plants are native to the Northern California coast. The project does not include any plants listed as non-native invasives by the California Invasive Plant Council.			
	Site Amenities			
23	Fences. Fences or fence-walls of more than 50 ft in length provide a change in height, materials, embellishments, step backs or gates, every 30 feet in fencing length.			
24	Screening. All screening of ground-mounted, wall-mounted, and roof-mounted equipment is proposed to be painted in accordance with the approved color palette for the project. Visual screening is proposed where ground-mounted or wall-mounted equipment faces the street.			
25	Mailboxes. Mailboxes are located in or adjacent to the apartment's main entrance. If a stand alone structure is provided for common mailboxes, the structure is proposed to be painted using the approved color palette for the overall development.			
26	Open Space. Projects of more than 11 units shall include open space, with at least one children's play area, totaling 100 SF per unit. See 18.42.120E			
27	Pass Through & Plazas. For projects located on a parcel of more 2+ acres, the project shall include at least one ADA accessible pedestrian pass-through.			
	Additional Design Standards for Mixed Use Projects			
27	If residential & commercial uses are in the same structure, separate pedestrian entrances are provided for each use.			
28	The residential building entrance(s) is oriented toward the street, an internal walkway, and/or courtyard.			

25	Window orientation. Where one or more windows are proposed 10 feet or less from a side lot line, or 10 feet from another residential structure on the same site, the windows are located and/or screened to provide privacy for residents of both structures.	18.42.120J	17.42.120J	
Inclusionary Housing, Density Bonus & Affordable Housing Incentives		Chapter 18.31	Chapter 17.31	
26	The project complies with all Inclusionary Housing Requirements of zoning ordinance.	18.31	17.31	
27	The project applicant has paid the Inclusionary Housing In Lieu Fee or selected a Pre-Approved Inclusionary Housing Incentives (City Council resolution XXX).			
28	The housing development meets Government Code Section 65915(b) requirements with regard to affordability, household income levels, and senior housing.	18.31.030	17.31.030	
29	The amount of density bonus requested complies with State law, Government Code Section 65915(f).	18.31.040	17.31.040	
Resource Protection		Article 5	Article 5	
30	An archaeological report is either not required or has been completed and no archaeological resources have been found.	18.50.030	17.50.030	
31	The project is not located within 100 feet of a wetland or bluff top.	18.50.050	17.50.050	
32	A biological report is either not required or has been completed and no special status biological resources have been found.	18.50.050	17.50.050	
Public Works Requirements				
33	A Grading Permit application has been completed and it complies with the requirements of the relevant code sections	Chapter 18.60	Chapter 18.60	
34	The project complies with all requirements of Chapter 18.62 GRADING, EROSION, AND SEDIMENT CONTROL STANDARDS	Chapter 18.62	Chapter 18.62	
35	The project complies with all requirements of Chapter 18.64 URBAN RUNOFF POLLUTION CONTROL	Chapter 18.64	Chapter 18.64	
Subdivision				
36	The project does not include a major or minor subdivision.			



City of Fort Bragg

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Fort Bragg, CA 95437
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Text File

File Number: 24-1053

Agenda Date: 12/9/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8D.

Receive Report and Consider Adoption of City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Rolloff Rate Increases



AGENCY: City Council
MEETING DATE: December 9, 2024
DEPARTMENT: Public Works
PRESENTED BY: Alfredo Huerta
EMAIL ADDRESS: ahuerta@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:
Receive Report and Consider Adoption of City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Rolloff Rate Increases

ISSUE:
 The City’s current Franchise Agreement (Agreement) with Redwood Waste Solutions, Inc. (RWS), provides for the approval of all increases in rates and charges by the City Council prior to such rates and charges becoming effective.

Pursuant to the Agreement (Article 9) RWS is entitled to annual rate adjustments in the form of pass-through adjustments, cost-of-living, fuel rate, and commodity price adjustments as of January 1st of each year. The pass-through adjustments included in this proposed fee increase result from increases in Solid Waste disposal, including recyclables and green waste. RWS has calculated the January 1, 2024, rate increase of **1.92%** and is requesting the City’s approval. Rate increases for each type of service are set forth in Attachment 2.

ANALYSIS:

Application of Adjustments

Pass-through adjustments are provided for in the Agreement (Attachment 3, Article 9.3.1, Pass-through Rate Adjustment). The Agreement states that a City surcharge or an increase in a City-owned disposal charge will be “passed-through” to the rate.

This pass-through adjustment, cost-of-living, fuel rate, and commodity price adjustment requested by RWS is based on the following increases in disposal cost over the last year:

Cost-of-Fuel Adjustment (COFA)	
	Index
Average Monthly Value for 12 Mths Leading up to Oct-23	5.42
Average Monthly Value for 12 Mths Leading up to Oct-24	5.08
	Δ -0.34
	% -6.27%
OCT-YTD Fuel Amount	\$259,698
OCT-YTD Cost of Ops	\$2,861,199
Total Fuel / Total Cost of Ops	9%
Total	-0.57%

AGENDA ITEM NO. _____

Cost-of-Living Adjustment (COLA)		
	Oct-23	341.22
	Oct-24	349.37
	Δ	8.15
	%	2.39%
OCT-YTD Op. Ex - D&F		\$1,789,140
OCT-YTD Cost of Ops		\$2,861,199
Total Op. Exp less Disposal & Fuel / Total Cost of Ops		63%
Total		1.34%

Pass-Through Disposal + Pass-Through Recycling + Pass-Through Organics Rate Adjustment (PTDRA+RCVA+OCFA)	
Fort Bragg	
MSW	0.74%
Organics	0.12%
Recycling	0.29%
Total	1.15%

Expense Allocation %	COFA	
	COFA	9%
	COLA	63%
Disposal Pass Through	28%	

Fuel % Change	-6.27%
CPI % Change	2.39%
Disposal % Change	Varies per Material

Weighted % Change
-0.57%
1.34%
1.15%

1.92% Total Rate Adj. Effective 1/1/25

Fuel Costs are approximately 9% of the total expense allocation. As a result, the 6.27% decrease in the fuel component reduces the rate by 0.57%. Cost-of-Living is approximately 63% of the total expense allocation. As a result, the 2.39% increase in the cost of providing services (cost-of-living) component increases the rates by 1.34%. Disposal costs are approximately 28% of the total expense allocation. As a result, the increase in the disposal component increases the rates by 1.15%. There is no retroactive adjustment included in this rate increase.

The typical residential customer will see an increase from \$38.11 to \$38.84 a month.

City Approval of Rate Increases

The Agreement Article 9.1.1, titled City’s Powers, provides for City approval of all rates:

The Fort Bragg City Council shall set and regulate all rates and charges assessed by Contractor for any and all services and activities it performs or engages in the Franchise Area, which are covered under this Agreement.

The Agreement Article 9.2, titled Rate Requirements, provides for modifications to the rates:

C. The rates specified in Exhibits A, B, and C may be modified in accordance with the Rate Adjustments as described in this Agreement.

Staff has reviewed the rate adjustment calculations and concurs that they have been calculated correctly.

RECOMMENDED ACTION:

Staff recommends that the Council adopt the Resolution to approve the Rates attached as Attachment No. 2.

ALTERNATIVE ACTION(S):

Do not approve the Resolution or the RWS rate increases. However, the Franchise Agreement requires the City to provide rate adjustments, so long as they meet the terms of the Agreement.

FISCAL IMPACT:

The rate increases impact the City of Fort Bragg Residents and Businesses. Increases in the City of Fort Bragg fees result in the same increase in franchise fees that the City receives on gross revenue generated within the City limits.

GREENHOUSE GAS EMISSIONS IMPACT:

The price increases are not expected to have any direct impact on greenhouse gas emissions, although any action that encourages a reduction in the waste stream through diversion, composting, or reduced production of waste will reduce the creation of methane gas in landfills and reduce the number of truck trips to haul the waste to recycle centers, compost facilities and/or the landfill.

CONSISTENCY:

Approval of the rate increases is consistent with the terms of the current Franchise Agreement.

IMPLEMENTATION/TIMEFRAMES:

Rate increases will be effective January 1, 2025, without any retroactive portion.

As a reminder, the current Franchise Agreement expires on June 30, 2032.

ATTACHMENTS:

1. Resolution
2. Rate Increase Submittal

NOTIFICATION:

1. Bruce McCracken, Vice President, C&S Waste Solutions of California
2. Michelle Goodman, Outreach Manager, C&S Waste Solutions of California

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING REDWOOD WASTE SOLUTIONS PROPOSED RESIDENTIAL,
COMMERCIAL, MULTIFAMILY, AND ROLLOFF RATE CHANGES**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Section 40059 (a) (2), the City Council of the City of Fort Bragg (City) determined that public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection and recovery of solid waste from certain residential, industrial and commercial areas in the City; and

WHEREAS, the City and Redwood Waste Solutions, Inc. (RWS) executed a Franchise Agreement (Agreement) dated December 1, 2021; and

WHEREAS, the City's intention in executing the Agreement with RWS was to maintain reasonable rates for collection and transportation of solid waste, discarded recyclable materials and green waste within the area covered by the Agreement; and

WHEREAS, the Agreement provides for approval by the City Council of rates and charges by RWS; and

WHEREAS, the Agreement provides for pass-through adjustments, cost-of-living, fuel rate, and commodity price adjustments, when applicable; and

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

1. That the rate adjustments outlined in Exhibit A are consistent with the Franchise Agreement.
2. That the 1.92% rate increase associated with the pass-through disposal adjustment, cost-of-living, fuel rate, and commodity price adjustments is to be applied January 1, 2025

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby approve the rate adjustments as set forth in Exhibit A for Residential, Commercial and Multifamily, and Roll-off services within the City limits, with the pass-through disposal adjustment, cost-of-living, fuel rate, and commodity price adjustments, effective January 1, 2025.

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 9th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Amber Weaver
Acting City Clerk

City of Fort Bragg
Rate Schedule - Single Family
Effective January 1, 2025

AUTOMATED CART SERVICE				
		Current	New	
TRASH				
96 gallon cart	Weekly	\$114.37	\$116.57	per mo.
64 gallon cart	Weekly	\$76.22	\$77.69	per mo.
32 gallon cart	Weekly	\$38.11	\$38.84	per mo.
20 gallon cart	Weekly	\$25.33	\$25.82	per mo.
RECYCLING				
96 gallon cart	Weekly	Included		
ORGANIC WASTE				
96 gallon cart	Weekly	Included		
ADDITIONAL CARTS				
TRASH				
96 gallon cart	Weekly	\$85.78	\$87.43	per mo.
64 gallon cart	Weekly	\$57.17	\$58.27	per mo.
32 gallon cart	Weekly	\$28.59	\$29.14	per mo.
20 gallon cart	Weekly	\$19.01	\$19.38	per mo.
RECYCLING				
96 gallon cart	Weekly	\$17.27	\$17.60	each after first two
ORGANIC WASTE				
96 gallon cart	Weekly	\$17.27	\$17.60	each after first two
ADDITIONAL SERVICES				
Bulky item collection	per occurrence	\$51.80	\$52.80	after first two
Drive in/ backyard service less than 100 ft.	per month	\$17.27	\$17.60	
Extra residential pickup	per occurrence	\$13.82	\$14.09	
Extra bag on service day up to 20 lbs.	per occurrence	\$9.21	\$9.39	
Animal resistant cart	per month			
ADDITIONAL FEES				
Contamination fee	per occurrence	\$28.78	\$29.33	
Overflowing cart fee	per occurrence	\$9.21	\$9.39	
Return check fee	per occurrence	\$28.78	\$29.33	
Late fee/finance charge	per month	1.50%	1.50%	
Cart Delivery	per occurrence	\$51.80	\$52.80	after one time per year
Cart Removal	per occurrence	\$51.80	\$52.80	after one time per year
Cart Exchange	per occurrence	\$63.31	\$64.53	after one time per year
Cart Replacement				
96 gallon cart	per occurrence	\$132.38	\$134.93	after one time per year
64 gallon cart	per occurrence	\$126.62	\$129.06	after one time per year
32 gallon cart	per occurrence	\$120.87	\$123.20	after one time per year
20 gallon cart	per occurrence	\$115.11	\$117.32	after one time per year

City of Fort Bragg
Rate Schedule - Multi Family
Effective January 1, 2025

Current

New

TRASH COLLECTION (Includes 96-Gallon Recycling and 96-Gallon Organics)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$46.03					
64-Gallon Cart	\$92.04					
96-Gallon Cart	\$138.08					
1 CY Bin	\$277.17	\$394.89	\$525.70			
1.5 CY Bin	\$371.70	\$584.72	\$766.67			
2 CY Bin	\$479.65	\$781.70	\$1,015.44	\$1,317.29	\$1,455.11	
3 CY Bin	\$562.85	\$1,000.14	\$1,437.16	\$1,874.37	\$2,311.57	
4 CY Bin	\$877.00	\$1,574.45				
2 CY Compactor	\$780.64	\$1,348.41				
3 CY Compactor	\$851.14	\$1,419.89				
4 CY Compactor	\$1,006.30	\$1,910.60				

TRASH COLLECTION (Includes 96-Gallon Recycling and 96-Gallon Organics)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$46.92					
64-Gallon Cart	\$93.81					
96-Gallon Cart	\$140.74					
1 CY Bin	\$282.50	\$402.49	\$535.81			
1.5 CY Bin	\$378.85	\$595.97	\$781.42			
2 CY Bin	\$488.88	\$796.74	\$1,034.98	\$1,342.64	\$1,483.11	
3 CY Bin	\$573.68	\$1,019.38	\$1,464.81	\$1,910.43	\$2,356.05	
4 CY Bin	\$893.87	\$1,604.74				
2 CY Compactor	\$795.66	\$1,374.35				
3 CY Compactor	\$867.52	\$1,447.21				
4 CY Compactor	\$1,025.66	\$1,947.36				

RECYCLING ONLY COLLECTION						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$69.03					
1 CY Bin	\$138.58	\$197.45	\$262.84			
1.5 CY Bin	\$185.85	\$292.35	\$383.34			
2 CY Bin	\$239.82	\$390.85	\$507.72	\$658.64	\$727.56	
3 CY Bin	\$281.43	\$500.08	\$718.58	\$937.18	\$1,155.79	
4 CY Bin	\$438.51	\$787.23	\$1,005.32	\$1,353.78	\$1,702.43	
2 CY Compactor	\$390.33	\$674.22				
3 CY Compactor	\$425.57	\$709.95				
4 CY Compactor	\$503.15	\$955.31				

RECYCLING ONLY COLLECTION						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$70.36					
1 CY Bin	\$141.25	\$201.25	\$267.90			
1.5 CY Bin	\$189.43	\$297.97	\$390.72			
2 CY Bin	\$244.43	\$398.37	\$517.49	\$671.31	\$741.56	
3 CY Bin	\$286.84	\$509.70	\$732.41	\$955.21	\$1,178.03	
4 CY Bin	\$446.95	\$802.38	\$1,024.66	\$1,379.83	\$1,735.19	
2 CY Compactor	\$397.84	\$687.19				
3 CY Compactor	\$433.76	\$723.61				
4 CY Compactor	\$512.83	\$973.69				

ORGANICS COLLECTION (Green Waste and Food Waste Only)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$105.23					
1 CY Bin	\$211.24	\$300.96	\$400.63			
1.5 CY Bin	\$283.27	\$445.62	\$584.28			
2 CY Bin	\$365.54	\$595.73	\$773.87	\$1,003.90	\$1,108.94	
3 CY Bin	\$428.96	\$762.21	\$1,095.26	\$1,428.47	\$1,761.66	
4 CY Bin	\$666.34	\$1,199.91	\$1,532.32	\$2,063.44	\$2,594.86	

ORGANICS COLLECTION (Green Waste and Food Waste Only)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$107.26					
1 CY Bin	\$215.30	\$306.75	\$408.34			
1.5 CY Bin	\$288.72	\$454.19	\$595.52			
2 CY Bin	\$372.57	\$607.19	\$788.76	\$1,023.22	\$1,130.28	
3 CY Bin	\$437.22	\$776.87	\$1,116.33	\$1,455.95	\$1,795.56	
4 CY Bin	\$679.16	\$1,222.99	\$1,561.80	\$2,103.14	\$2,644.79	

City of Fort Bragg
Rate Schedule - Temp Services
Effective January 1, 2025

TEMPORARY SERVICES	Unit	Current	New	
Special Pick-Up up to 3 cubic yards	each	\$172.66	\$175.98	
Additional Standby and Loading Time	per hour	\$63.31	\$64.53	
TEMPORARY BINS				
3 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$224.47	\$228.79	
Each additional pickup	per occurrence	\$109.53	\$111.64	
4 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$316.56	\$322.65	
Each additional pickup	per occurrence	\$166.91	\$170.12	
OTHER SERVICES				
Locking Bin, Lock on Gate, enclosure Monthly Fee	per lock, per month	\$14.38	\$14.66	
Trip Charge/Dry Run	per occurrence	\$143.88	\$146.65	
Delivery Charge	per occurrence	\$97.84	\$99.72	after one time per year
Delivery Charge Commercial Carts	per occurrence	\$51.80	\$52.80	after one time per year
Cart Contamination fee: Trash, Recycle, Organics				
First time warning, no charge.	per occurrence	\$34.53	\$35.19	
Bin Contamination fee: Trash, Recycle, Organics				
First time warning, no charge.	per occurrence	\$143.88	\$146.65	
Exchange – Cart - One free each year	per occurrence	\$74.82	\$76.26	
Exchange – Bin - One free each year	per occurrence	\$172.66	\$175.98	
Compactor Cleaning (2, 3 & 4 cy)	per occurrence	\$518.00	\$527.97	
Container Cleaning	per occurrence	\$259.00	\$263.98	
Overflowing Cart Fee	per occurrence	\$11.51	\$11.73	
Overflowing Bin Fee	per occurrence	\$44.43	\$45.28	per 1/2 yard
Locking Bar Installation with Lock/Key	per occurrence	\$143.88	\$146.65	
Replacement Key	per occurrence	\$17.27	\$17.60	
Pal Out Charge - Container	per month	\$109.35	\$111.45	
Per Day Temp Bin Rent after 7 days	per occurrence	\$17.27	\$17.60	
Roll-off Compactor Charge per Pull (20 & 30 cy)	per pull	\$604.33	\$615.96	Plus Disposal & FF
Roll-off Relocation	per occurrence	\$57.56	\$58.67	
Return Check Fee	per occurrence	\$28.78	\$29.33	
Late Fee / Finance Charge	per month	1.50%	1.50%	

City of Fort Bragg
Rate Schedule - Additional Services
Effective January 1, 2025

TEMPORARY SERVICES		Current	New	Notes
Special Pick-Up up to 3 cubic yards	each	\$172.66	\$175.98	
Additional Standby and Loading Time	per hour	\$63.31	\$64.53	
TEMPORARY BINS				
3 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$224.47	\$228.79	
Each additional pickup	per occurrence	\$109.53	\$111.64	
4 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$316.56	\$322.65	
Each additional pickup	per occurrence	\$166.91	\$170.12	
OTHER SERVICES				
ROLL-OFF PULL RATES				
Roll-Off Containers billed on a per pull plus disposal fee				
10 Cubic Yard Container	per pull per haul	\$489.22	\$498.63	plus Disposal and FF
20 Cubic Yard Container	per pull per haul	\$489.22	\$498.63	plus Disposal and FF
30 Cubic Yard Container	per pull per haul	\$489.22	\$498.63	plus Disposal and FF
40 Cubic Yard Container	per pull per haul	\$489.22	\$498.63	plus Disposal and FF

Annual Rate Adjustment Calculation City of Fort Bragg

Cost-of-Fuel Adjustment (COFA)		
	Index	
Average Monthly Value for 12 Mths Leading up to Oct-23	5.42	
Average Monthly Value for 12 Mths Leading up to Oct-24	5.08	
	Δ	-0.34
	%	-6.27%
OCT-YTD Fuel Amount	\$259,698	
OCT-YTD Cost of Ops	\$2,861,199	
Total Fuel / Total Cost of Ops		9%
Total		-0.57%

Total RA	
Fort Bragg	1.92%

Cost-of-Living Adjustment (COLA)		
	Oct-23	341.22
	Oct-24	349.37
	Δ	8.15
	%	2.39%
OCT-YTD Op. Ex - D&F	\$1,789,140	
OCT-YTD Cost of Ops	\$2,861,199	
Total Op. Exp less Disposal & Fuel / Total Cost of Ops		63%
Total		1.34%

Pass-Through Disposal + Pass-Through Recycling + Pass-Through Organics Rate Adjustment (PTDRA+RCVA+OCFA)	
Fort Bragg	
MSW	0.74%
Organics	0.12%
Recycling	0.29%
Total	1.15%



City of Fort Bragg

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

Text File

File Number: 24-1056

Agenda Date: 12/9/2024

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8E.

Receive Report and Consider Adoption of City Council Resolution Accepting the Lowest Responsive Bid, Awarding the EV Fleet Charging Station Project, City Project No. PWP-00126 to Akeff Construction Services, Inc., Approving Budget Amendment 2024/25-05, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$159,897.00); Categorical Exemption 15301



AGENCY: City Council
MEETING DATE: December 09, 2024
DEPARTMENT: Public Works
PRESENTED BY: C. O'Neal
EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Accepting the Lowest Responsive Bid, Awarding the EV Fleet Charging Station Project, City Project No. PWP-00126 to Akeff Construction Services, Inc., Approving Budget Amendment 2024/25-05, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$159,897.00); Categorical Exemption 15301

ISSUE:

Public Works staff solicited formal quotes for the replacement of the Electric Vehicle (EV) Fleet Charging Station. The City received two (2) responsive quotes. The EV Fleet Charging Station is a project in the City's 2024/2025 Capital Project list with a budget of \$152,000. The lowest bid was received from Akeff Construction Services, Inc. in the amount of \$159,897.00 (base) or \$370,187.00 when the alternates (fencing and gates) were included. The contractor has the proper license and experience and meets the requirements to be considered a responsive bidder, and staff recommends making the award without the alternate unless additional funds are secured.

ANALYSIS:

This project has been in the works since September 2022, when the City Council authorized the purchase of Electric Fleet Vehicles for the Police Department. The Police Department has since purchased and outfitted five (5) Ford Lightning F-150 fully electric pickup trucks for patrol vehicles. This effort has made the Fort Bragg Police Department the first in the nation to outfit the F150 Lightning as a standard patrol vehicle and among the first departments to use fully electric vehicles as a primary patrol vehicle. In October 2022, staff secured a meeting with PG&E to include the installation of the charging stations at the Police Department in their Fleet Incentive Program. The benefits to the City of being included in this Program include; PG&E covering the cost of installing a new electrical junction box and transformer necessary to upgrade the electrical service to sufficiently support the new expected drawl as well as a \$4,000 per vehicle incentive (for up to 8 vehicles) available once the EV Station Project is built.

This project scope includes the installation of four (4) Electric Vehicle Charging Stations, electrical equipment for EV Stations ((1) Switchboard box and panel, (1) Distribution panel, and (1) Step-down transformer), Bollards, and associated site improvements including parking lot, sidewalk, curb, and gutter improvements at the Fort Bragg Police Department. The project alternate includes installing a perimeter no-climb iron fence with pedestrian and vehicle gates to encompass the EV Charger parking lot area. The installation of the EV Fleet Charging Station is necessary to ensure that patrol vehicles have readily available access to the power needed to keep these vehicles "fueled" and on the road. The project plans are included in Attachment 3.

AGENDA ITEM NO. 8A

During the design phase, it became apparent that there were multiple security benefits to installing a gated area for the police department parking, and the alternate fence and gate were designed into the bid packet so that it could be constructed if funds allowed. Fencing in the police department parking area offers several important safety, security, and operational efficiencies. Police vehicles often contain sensitive equipment, weapons, and technology, and a fenced area reduces the risk of theft or tampering. Restricting access to the area also enhances officer safety when entering and exiting their vehicles, especially during late-night shifts, and aids in controlled vehicle operations by ensuring that only authorized vehicles are in the area. Despite the added benefits of the fencing, there is insufficient funding available to cover the additional amenity unless other funding is secured.

The City has undertaken this project to construct electric vehicle (EV) charging stations to support the transition to clean energy and provide critical infrastructure for PD Patrol vehicles. A key component required for the completion of this project is switchgear equipment, which is essential for controlling and distributing electrical power to the charging stations. National and international supply chain challenges have significantly impacted the procurement of switchgear equipment, resulting in this project taking over two years to get to construction. Equipment delays are a result of several factors, including ongoing global supply chain disruptions from the pandemic, high demand for electrical equipment as we race alongside everyone seeking to adopt renewable energy systems and build EV infrastructure projects, extended manufacturing timelines, and shipping logistics. These delays are indicative of broader industry-wide issues.

Despite the long wait for the switchgear, staff was notified that the shipping manifest had been created and put the project out to bid on November 7, 2024. The City received two (2) responsive bids were received for the EV Fleet Charging Station Project. One from Fort Bragg Electric with a base bid of \$236,926 or \$483,468 when the alternate was included and one from Akeff Construction Services, Inc., \$159,897.00 (base) or \$370,187.00 when the alternate (fencing and gates) was included. As required by the California Public Contract Code and the City's Municipal Code, the apparent low bidder is being recommended for the contract award.

RECOMMENDED ACTION:

Adopt Council Resolution Accepting the Lowest Responsive Bid, Awarding the EV Fleet Charging Station Project, City Project No. PWP-00126 to Akeff Construction Services, Inc., Approving Budget Amendment 2024/25-05, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$159,897.00); Categorical Exemption 15301.

ALTERNATIVE ACTION(S):

- Allocate funding to include the installation of the fencing and approve the construction amount of \$370,187.
- Refuse quotes and put the project out to bid again.

FISCAL IMPACT:

This project was budgeted for \$152,000 in the FY 24/25 budget, which was based only on the inclusion of the charging infrastructure upgrades, not the fencing and gates since those changes came along after the budget analysis. The lowest base bid from Akeff Construction is \$159,987, leaving a shortfall of \$7,897. The bid total comes to \$370,187 when the fencing alternate is included. Despite the safety benefits associated with the fencing, the available budget does not allow for its inclusion at this time. This project requires a building permit with an estimated cost of \$2,700, not previously accounted for. Staff is recommending a budget amendment BA 2024/25-05 (attachment 2) to increase the CIP budget by \$11,000 to cover the base bid and building permit. As shown in table 1 below, sufficient funds are available between the various fund sources to cover this additional amount.

Table 1: EV Fleet Charging Station Costs

EV Fleet Project Costs				
PROJECT DEVELOPMENT/SUPPORT				Cost
	Design			\$ 10,000.00
	Equipment (Prior FY)			\$ 204,460.76
CONSTRUCTION				
	Construction Contract			\$ 159,897.00
	Alternate (Fence)			\$ 210,290.00
TOTAL PROPOSED BASE COST				\$ 374,357.76
TOTAL PROPOSED PROJECT COST WITH ESTIMATE				\$ 584,647.76
BUDGET	FY 23/24 & FY 24/25			\$ 339,000.00
FUNDING	D1 - Grant			\$ 232,951.00
	*PG&E Charger Rebate (\$4000/vehicle)			\$ 32,000.00
	Fleet ISF (BA 22/23-13)			\$ 146,453.00
TOTAL FUNDING AVAILABLE				\$ 411,404.00
* We have only purchased six (6) vehicles to date \$24,000				

ENVIRONMENTAL ANALYSIS:

There will be a short-lived increase in greenhouse gas emissions during construction from processes and equipment necessary for the performance of the work. All Air Quality Management District best management practices for minimizing greenhouse gas emissions during construction, such as reducing idling vehicles, will be incorporated into the daily activities of this project.

This Project is categorically exempt from CEQA, 14 CCR Section 15301 existing facilities because the charging stations are features being incorporated into the existing parking area which will help reduce future greenhouse gas emissions.

CONSISTENCY:

This project is consistent with General Plan Element 3 Public Facilities, which is intended to identify essential public facilities, buildings, and services and to ensure that the existing and future population of Fort Bragg is provided with the best feasible level of public services and infrastructure. Installation of the EV Fleet Charging Station will ensure that the patrol fleet and employees have readily available access to necessary charging infrastructure to keep vehicles fueled and in use.

This project also supports several goals established by the Strategic Plan 2024-2028 including modernizing our Police Force (3D), embodying the City's value of environmental stewardship by consistently choosing green practices (6G), and supporting innovation and inspiring solutions to climate-related challenges (1A).

IMPLEMENTATION/TIMEFRAMES:

Start Construction – December 19, 2024

Complete Construction – March 1, 2025

ATTACHMENTS:

1. Resolution
2. Exhibit A Budget Amendment BA 2024/25-05
3. Exhibit B Project Plans and Specifications
4. Contract

RESOLUTION NO. _____ -2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING CONTRACT WITH AKEFF CONSTRUCTION SERVICES, INC. FOR CITY PROJECT PWP-00126; APPROVING BUDGET AMENDMENT 2024/25-05, AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$159,897.00); AND FINDING THE PROJECT EXEMPT FROM CEQA UNDER 14 CCR 15301

WHEREAS, in September 2022, the City Council gave direction to proceed with the purchase of Electric Fleet Vehicles for the Police Department Patrol Division; and

WHEREAS, the Police Department, in keeping with the vehicle replacement plan, has since purchased and outfitted five (5) Ford Lightning F-150 fully electric pickup trucks; and

WHEREAS, in October 2022, city staff submitted an application to PG&E under their Fleet Program; which includes PG&E covering the cost of installing a new electrical junction box and transformer necessary to upgrade the electrical service to the facility and authorizing a \$4,000 per vehicle incentive when combined with a completed EV Station Project; and

WHEREAS, on February 13, 2023, the City Council authorized the use of a cooperative purchasing agreement to procure the Charging Stations and Charging switchgear equipment; and

WHEREAS, on March 28, 2023, the City contracted with Tall Tree Engineering to prepare plans and specifications for the installation of EV chargers at the Police Department; and

WHEREAS, after Council approvals described above, staff began procuring equipment that had extensive lead times on manufacturing and shipping; and

WHEREAS, once staff was notified that the final piece of equipment was scheduled to be delivered by the end of the year, staff prepared the formal bid packet; and

WHEREAS, in accordance with California Public Contract Code 20164 and other applicable laws, the EV Fleet Charging Station Project, PWP-00126 (the "Project") was advertised for bid on November 07, 2024; and

WHEREAS, two (2) responsive bids were received for the EV Fleet Charging Station Project, one from Fort Bragg Electric with a base bid of \$236,926 or \$483,468 with alternate and one from Akeff Construction Services, Inc., \$159,897.00 (base) or \$370,187.00 when the alternate (fencing and gates) was included; and

WHEREAS, the lowest quote was received from Akeff Construction Services, Inc. for \$159,897.00 to complete the base work; and

WHEREAS, staff has confirmed that Akeff Construction Services, Inc. has the proper license, and experience, and meets the requirements to be considered a responsive bidder; and

WHEREAS, the project is budgeted in the 2024/2025 Capital Improvement Program for \$152,000; and

WHEREAS, the base bid from Akeff Construction Services, Inc. leaves a budget shortfall of \$7,897, and insufficient funds are available to cover the cost of the fencing.; and

WHEREAS, a budget amendment for \$11,000 (BA 2024/25-05) is necessary to ensure sufficient funds to complete the proposed work and cover the cost of the building permit; and

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

1. The Akeff Construction Services, Inc. proposal meets the requirements of the Project and is considered responsive.
2. Akeff Construction Services, Inc. has the proper licenses to complete the Project.

NOW, THEREFORE, BE IT RESOLVED that this Project is categorically exempt from CEQA, 14 CCR Section 15301 existing facilities because the charging stations are features being incorporated into the existing parking area which will help reduce greenhouse gas emissions; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment No. 2024/25-05 (Exhibit A) amending the FY 2024/25 Budget to appropriate \$11,000 to cover additional project costs; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby accept the design plans and specifications of the project (Exhibit B); and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby accept the proposal of Akeff Construction Services, Inc., awarding the contract for the EV Fleet Charging Project and authorizing the City Manager to execute the same (Amount Not to Exceed \$159,897.00).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Amber Weaver
Acting City Clerk

BUDGET FY 24/25

Budget Adjustment #: **2024/25-05**

Budget FY: **FY 2024/25**

Account Description	Account #			FY 24/25	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
EV Charging	428	4879	0731	\$ 152,000	\$11,000		\$ 163,000	EV Fleet Constrution Contract & Building Permit Fees
					\$ -	\$ -	\$ -	

Reason for Amendment: RESOLUTION # : _____

Award EV Fleet Charging Station Construction Contract and Cover Building Permit Fees

Authorization:

Requested By:	<u>Chantell O'Neal</u>	Signature: _____	Date: _____
Approval:	<u>Isaac Whippy</u>	_____	_____
Finance Use:	<u>Adriana Hernandez Moreno</u>	_____	_____

Attach copies of Resolution or other documentation

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2022/23-04**
 Budget FY: **FY 2022/23**

Account Description	Account #		FY 22/23	Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
1 Salaries & Wages - IT Lead	521	4394	0101	\$ 123,693	\$ 15,915		\$ 139,608	
Medical Premium - CE Officer	521	4394	0211	\$ 26,112	\$ -		\$ 26,112	
Dental Premium - CE Officer	521	4394	0213	\$ 1,928	\$ -		\$ 1,928	
VSP Premium - CE Officer	521	4394	0214	\$ 459	\$ -		\$ 459	
PERS - CE Officer	521	4394	0220	\$ 10,150	\$ 2,829		\$ 12,979	
Worker's Comp - CE Officer	521	4394	0231	\$ 2,037	\$ 749		\$ 2,786	
FICA/Medicare - IT Lead	521	4394	0252	\$ 9,258	\$ 3,434		\$ 12,692	
2 Transfer Code Enforcement Budget from the Community Development Department to the Police Department								
Salaries & Wages -Code Enforcement	110	4320	0101	\$ 299,956	\$ 76,609		\$ 223,347	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4320	0211	\$ 51,350	\$ 17,674		\$ 33,677	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4320	0213	\$ 3,733	\$ 1,212		\$ 2,521	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4320	0214	\$ 917	\$ 229		\$ 688	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4320	0220	\$ 24,518	\$ 5,946		\$ 18,572	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4320	0231		\$ 1,276		\$ (1,276)	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4320	0252	\$ 22,761	\$ 5,861		\$ 16,901	Transfer of CE Officer Budget to PD
Salaries & Wages -Code Enforcement	110	4200	0101	\$ 1,865,705	\$ 76,609		\$ 1,942,314	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4200	0211	\$ 337,999	\$ 17,674		\$ 355,673	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4200	0213	\$ 24,765	\$ 1,212		\$ 25,977	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4200	0214	\$ 4,816	\$ 229		\$ 5,045	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4200	0220	\$ 374,904	\$ 5,946		\$ 380,850	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4200	0231	\$ 123,024	\$ 1,276		\$ 124,301	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4200	0252	\$ 157,175	\$ 5,861		\$ 163,036	Transfer of CE Officer Budget to PD
3 Budget for a 2nd Code Enforcement Officer (November 2021-June 2022)								
Salaries & Wages - 2nd CE Officer	110	4200	0101	\$ 1,865,705	\$ 47,144		\$ 1,912,849	Budget- 2nd CE Officer
Medical Premium - 2nd CE Officer	110	4200	0211	\$ 337,999	\$ 10,876		\$ 348,875	Budget- 2nd CE Officer
Dental Premium - 2nd CE Officer	110	4200	0213	\$ 24,765	\$ 746		\$ 25,511	Budget- 2nd CE Officer
VSP Premium - 2nd CE Officer	110	4200	0214	\$ 4,816	\$ 141		\$ 4,957	Budget- 2nd CE Officer
PERS - 2nd CE Officer	110	4200	0220	\$ 374,904	\$ 3,659		\$ 378,563	Budget- 2nd CE Officer
Worker's Comp - 2nd CE Officer	110	4200	0231	\$ 123,024	\$ 786		\$ 123,810	Budget- 2nd CE Officer
FICA/Medicare - 2nd CE Officer	110	4200	0252	\$ 157,175	\$ 3,607		\$ 160,782	Budget- 2nd CE Officer
4 Revenues								
CDD- Grant Staff Time Reimb	110	4320	3318	\$ 98,000		\$ 98,000	\$ -	Transfer of CDD Grant Revenue-CE
PD- Grant Staff Time Reimb	110	4200	3318	\$ 268,420	\$ 98,000		\$ 366,420	Transfer of CDD Grant Revenue-CE
PD- Grant Staff time Reimb	110	4200	3318	\$ 268,420	\$ 66,958		\$ 335,378	Budget 2nd CE Grant Reimb
				\$ 340,724	\$ 206,807		\$ 6,948,770	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By: Finance/Admin Dept _____ Signature: _____ Date: _____

Approval: Isaac Whippy _____

Finance Use: Adriana Moreno Ramos _____

Attach copies of Resolution or other documentation

CITY OF FORT BRAGG PUBLIC WORKS

2024 EV FLEET CHARGING STATIONS PROJECT

City of Fort Bragg

CITY PROJECT NO. PWP-00126

SPECIAL PROVISIONS

GENERAL

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED PERSONS.

TO BE SUPPLEMENTED WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION 2023 STANDARD SPECIFICATIONS AND 2023 STANDARD PLANS, AND THE FORT BRAGG STANDARD SPECIFICATIONS.

Susanne Loutsis 03/18/2024
 Susanne Loutsis, PE Date
 Registered Civil Engineer No. 91288 Exp. 6/30/2024



DocuSigned by:
Chantell O'Neal 11/4/2024
 714E1085226D467 Recommended for Approval Date

Approved By:

DocuSigned by:
John Smith 11/4/2024
 780F134419F04E1... John Smith Date
 Director of Public Works

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GENERAL PROVISIONS

STANDARD SPECIFICATIONS

The 2023 State of California Standard Plans and Specifications (State Standard Specifications), City of Fort Bragg Standard Specifications (City Standard Specifications) and Standard Plans (City Standard Plans), dated April 2008, the Contract Documents, the Contract Plans, Bid Forms, these Technical Specifications, and the PG&E Supplemental Plan, shall control all work to be done under this contract.

Copies of the City Standard Specifications and City Standard Plans may be obtained from the City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437 or are available on our website. In the event of a conflict between the State Standard Specifications and the City Standard Specifications the City Standard Specifications shall control.

Unless otherwise indicated, improvements constructed under this Contract shall be constructed in accordance with the 2023 edition of the Standard Specifications of the State of California, California State Transportation Agency, Department of Transportation, which specifications are hereinafter referred to as the State Standard Specifications, and in accordance with the following modifications and revisions.

BEGINNING OF WORK

The Contractor is advised that no field construction work may commence, and the counting of working days shall not begin until Notice to Proceed is issued by the City. Work that does not involve field construction such as pre-construction meetings, creation of progress schedules, preparation of Traffic Control Plans, preparation of Storm Water Pollution Prevention Plan, etc., may occur prior to the counting of working days. A Building Permit will be required for the work.

The number of working days for this project is fifteen (15) days without the alternative bid items and twenty-two (22) days with the Alternative bid items.

CHANGES AND EXTRA WORK

The Public Works Department (Department) may make changes within the scope of work and add extra work. The City Engineer or designee describes the changes and extra work, the payment basis, and any time adjustment in a Change Order.

A Change Order is approved when the Department signs the Change Order.

Until the Department approves a Change Order, continue to perform the work under the Contract unless the engineer orders you to start the work described in the Change Order before its approval.

Submit detailed cost data for a unit price adjustment for a bid item if (1) the City Engineer or designee requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

COORDINATION

The Contractor shall notify the City's police department personal directly, of any work to be performed under this Contract on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the City has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

The Contractor shall notify residents and businesses fronting on or adjacent to the Streets and Alleys of this Project of impending construction activity prior to doing any work in front of a resident's home or business office, in accordance with:

The Contractor's attention is directed to Sections 5-1.20 "Coordination with Other Entities", and 7-1.03, "Public Convenience", of the State Standard Specifications 12.9 **Owner Notification Emergency Service Providers Notifications** section of the Contract Special Provisions Part 3. The Contractor shall coordinate their work with the following entities throughout the project:

- Mendocino Coast Hospital Ambulance Service 707-937-1940
- Mendocino Transit Authority 707-234-6444
- City of Fort Bragg Police Department 707-964-0200
- City of Fort Bragg Fire Department 707-961-2831
- Waste Management of Fort Bragg 707-964-9172
- United States Postal Services 707-964-2302
- Fort Bragg Unified School District 707-961-3518

PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed.

WORK ON PRIVATE PROPERTY

The Contractor's attention is directed to Section 5-1.36 "Property and Facility Preservation" of the State Standard Specifications and these Technical Specifications. The Contractor shall protect existing private improvements from damage. On-site private improvements may include, but are not limited to, trees, shrubbery, lawns, irrigation facilities, structures, mailboxes, pavement, curbing, fences, walls and drainage facilities.

If such objects are damaged, they shall be replaced, repaired and or restored at the Contractor's expense, to a condition as good as or better than when the Contractor entered upon the property, as determined by the City.

Work is to be constructed within existing public rights of way and Temporary Construction Agreement limits unless as otherwise directed by the City.

The Contractor shall be responsible for repairing, replacing, or restoring all fencing within the limits of Work that are damaged or removed during construction. Damage shall include all that is caused as a result of any and all work associated with the contract. All repairs to damaged fencing shall be done in a manner which results in fencing in equal or better than the previously existing conditions. Fence replacement or repair shall be completed as soon as it will not be damaged by further construction activities.

The Contractor shall be responsible for repairing, replacing, or modifying all landscape and irrigation systems within the limits of the Work that are damaged, capped, or removed during construction. Damage shall include all that is caused as a result of any and all work associated with the contract. All repairs to both landscaping and irrigation systems shall be done in a manner equal to or better than the previously existing conditions. If irrigation systems are damaged during trenching, or by other construction activities, the Contractor shall repair the damage within two (2) calendar days in order to maintain full operation of the system. Any loss and/or subsequent

replacement of plant material due to damage of the irrigation system or the neglect to repair it promptly shall be the sole responsibility of the Contractor. Landscape replacement or repair shall be completed as soon as it will not be damaged by further construction activities. The Contractor shall place protective fencing around trees on private property adjacent to project improvements.

Payment

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed.

SUBMITTALS

The Contractor shall submit shop drawings, product data and samples as required for conformance with the Project Plans and Technical Specifications. Submittals shall conform to the City Standard Specifications Section 1-1.08, "Shop Drawings" and Volume 1 Submittals Section of Contract Provisions. At a minimum, the Contractor shall submit the following for review and approval by the City:

Item	Submitted	Approved	Notes
Pre-Construction Documentation			
Traffic Control Plan			
Class 2 Aggregate Base Gradation			
Type A HMA Mix Design			

Payment

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed.

TECHNICAL CONSTRUCTION PROVISIONS

Item # 1 TRAFFIC CONTROL PLAN

Provisions for public convenience and safety, construction area traffic control, and hours of work shall be in accordance with the City Standard Specifications. Specific requirements are provided in Sections 1-1.05, and "Traffic Control Standard Specifications" of the Standard Specifications and the Contractor shall be responsible for public safety and traffic control within the Project limits and on the approaches to the Project.

A traffic control plan (or plans) shall be submitted for review for any work requiring modifications of existing traffic patterns. The traffic control plan shall include provisions for vehicular, pedestrian, and bicycle access. Additionally, the traffic control plan shall address traffic signal operation for any work performed within 200 feet of a signalized intersection. Prior to performing any work that requires a lane closure, a Traffic Control Plan, prepared by the Contractor, shall be reviewed, and approved by the City of Fort Bragg.

Construction shall be suspended and no activities that interfere with public traffic shall be conducted on Memorial Day, Independence Day, Labor Day or Veterans Day, during the four-day Thanksgiving weekend and on December 21 through January 1 unless approved by City Engineer.

The local Fire Department, Sheriff/Police Department, California Highway Patrol, and Regional Transit (if applicable) shall be notified 24 hours in advance of construction work.

Construction area signs shall conform to the requirements of Section 1-1.05 of the Standard Specifications.

During construction, the Contractor shall not have any parking closures, in the same area, for more than three (3) consecutive working days.

With the exception of times during active paving, at least one lane of 10-foot minimum pavement width shall be maintained for each direction of travel during standard construction hours. Lane closure shall not be allowed without an approved traffic control plan, proper advance warning devices, signing and flag person control. Unless otherwise approved by the City of Fort Bragg, construction shall not be permitted on weekends and holidays.

Minor deviations from the requirements of this section concerning hours of work which do not change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the City Engineer has approved them in writing. All other modifications will be made by contract change order.

Pedestrian access facilities that comply with ADA regulations shall be provided through construction areas within the right-of-way and as specified herein. Pedestrian walkways shall be provided with surfacing of cold mix or hot mix asphalt concrete, Portland cement concrete, or timber. Surfaces shall be skid resistant and free of irregularities. After grinding, the contractor shall place cutback at curb return to eliminate tripping hazard.

Paved pedestrian access to sidewalks shall be maintained during all stages of construction. Walkways shall be maintained in good condition by the Contractor. Walkways shall be kept clear of obstructions.

Portable delineators, signs and tapers shall be installed per Section 12-3.11B(3) of the State
City of Fort Bragg
2024 EV Fleet Charging Stations

Specifications where temporary drop-offs are created by construction.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Any closure or detour of pedestrian access for contractor’s convenience shall be approved in writing by the City Engineer prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be made in writing and include plans and information showing requested duration, days of the week, routes, signing and safety measures. Approval or rejection of requests will be at the sole discretion of the City Engineer. Additional signing and safety measures for pedestrians approved as part of a pedestrian access modification shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed therefore.

Measurement and Payment

All costs for maintaining traffic control systems shall be included in the LUMP SUM Price paid for the Traffic Control Plan and shall include full compensation for furnishing all labor (including flagging costs), materials (including signs and portable changeable message signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control systems as shown on the Plans, required to maintain traffic as specified in the State Specifications, in these Special Provisions, and as directed by the City Engineer and no additional compensation shall be allowed therefore.

Item # 2 CONSTRUCTION STAKING

The Contractor’s attention is directed to Section 5-1.26 “Construction Surveys” of the State Specifications. The Contractor shall be responsible for providing all necessary construction stakes and marks to establish the lines and grades for the construction and completion of the work, including but not limited to, alignments, and temporary survey stakes.

The Contractor shall employ a person authorized to perform Land Surveying or Civil Engineering in the State of California to perform all necessary construction staking. Any other proposed person(s) shall be first approved by the City Engineer. All construction stakes and marks set by the Contractor’s Land Surveyor, Civil Engineer, or other approved person(s), shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged, they shall be promptly replaced, at the direction of the City Engineer, at no additional cost to the City.

The Contractor will be provided CAD files to assist the construction staking effort. The City will provide reference files containing project control lines, aerial photogrammetric mapping of existing facilities (without digital terrain model), and proposed improvements only. CAD files for plan sheets, electrical facilities, planting, and survey control will not be provided. These electronic files will be provided to the contractor upon contractor request once notice to proceed has been given.

Measurement and Payment

Construction Staking shall be paid for by LUMP SUM price and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals for doing the work involved in establishing the lines and grades, as shown on the plans, as specified in the Standard Specifications, State Specifications and these special provisions, and as directed by the Engineer, and no additional compensation shall be allowed.

Item # 3 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the State Standard Specifications and to these Technical Specifications. Construction insurance shall adhere to the requirements set forth in the contract documents.

Measurement & Payment

Payment for this item shall be on a LUMP SUM basis. Payment for this item shall be in accordance with Section 2 of the State of California, Business and Transportation Agency, Department of Transportation (Caltrans), Standard Specifications, latest edition and include all work as defined in this section. No additional compensation will be allowed.

Item # 4 24" STANDARD CONCRETE CURB & GUTTER

Installation of Concrete Curb & Gutter shall conform to Section 73 "Concrete Curbs and Sidewalks" of the State Specifications, Std. Drawing 205, "Curb, Gutter, and Sidewalk," as shown on the Project Plans, as described in these Special Provisions, and as directed by the City Engineer.

Prior to placing AB, subgrade soil should be scarified at least 6 inches, uniformly moisture conditioned at or slightly above optimum moisture content and compacted to at least 90% relative compaction.

All locations of Concrete Curb & Gutter require replacement with the Standard Curb and Gutter type as shown on the Project Plans. Expansion joints shall be constructed at twenty-foot (20') intervals. Expansion joint filler strips shall have the top edge placed and securely held ¼ inch below the surface. Expansion joints shall be edged with an edging tool having a radius of ¼ inch.

The top back of curb shall match the adjacent existing and/or new concrete sidewalks and driveways. Minor adjustments of the height of curb may be required within one half inch (1/2") without adjusting the cross section.

Curb and gutter shall be water tested in the presence of the City Engineer prior to acceptance to verify that water will flow along the flowline of the replaced curb and gutter. No standing water will be allowed. The finished surface shall be free from humps, sags, and other irregularities.

After removal of existing curb and gutter or asphalt, improvement work shall be completed within **five (5) working days** in accordance with these and any other related specifications. Failure to complete improvement work as specified above, as determined by the City Engineer, shall result in Liquidated Damages in the sum of **FIVE HUNDRED DOLLARS (500.00)** for each and every calendar day beyond the five (5) working days of curb and gutter removal. If work is to remain in place over the weekend or holiday, the Contractor shall install temporary pedestrian barricades and delineators.

Concrete Curb & Gutter shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90 7.01B, "Curing Compound Method," of the State Specifications except that only non-pigmented curing compound conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1 D, shall be used.

Removal of any existing curb and gutter shall also include saw-cutting the adjacent asphalt pavement the distance from the face of gutter as shown on the plans and removing, disposing of the asphalt paving within this area in its entirety, and replacing asphalt to conform to existing grades. Asphalt

shall conform to these specifications.

The cost of excavation, removal, disposal of existing concrete or other material, and excess materials, and saw cutting to place concrete curb and gutter shall be included in the bid price here.

Measurement and Payment

Concrete Curb & Gutter shall be paid for on a per LINEAR FOOT basis. Measurement will be based on the actual linear feet of Concrete Curb & Gutter installed as determined by measurement along the flowline. The contract unit price paid for Concrete Curb & Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in Concrete Curb & Gutter including but not limited to excavation, subgrade preparation, disposal of excess materials, compaction, imported borrow, saw cutting, asphalt conforming, and dowels, as shown on the Project Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the City Engineer and no additional compensation will be allowed therefore.

As no gutter will be constructed at the EV stalls, the curb there will be paid for as sidewalk area per Item #5 of these Technical Specifications.

Item # 5 ADA COMPLIANT STANDARD SIDEWALK AND DRIVEWAY

SIDEWALK

Concrete Sidewalk shall conform to Section 73, "Concrete Curbs and Sidewalks" of the State Specifications, the Project Plans, these Special Provisions, and as directed by the City Engineer.

Expansion joints shall be constructed at twenty-foot (20') intervals. Sidewalk contact joints shall be constructed where newly installed Concrete Sidewalk meets existing concrete features. Expansion joints and sidewalk contact joints shall conform to Std. Drawing 205. Control joints and scoring shall match adjacent sidewalk.

New sidewalk shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Specifications except that only non-pigmented curing compounds conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

The Concrete Sidewalk area shall be defined as the sidewalk area between the back of curb and back of walk, including curb ramps. The retaining curb at the back of curb ramps shall be considered as part of the Concrete Sidewalk area and paid for with the Concrete Sidewalk bid item.

CONCRETE DRIVEWAY

Concrete Driveway shall conform to Section 73, "Concrete Curbs and Sidewalks" of the State Specifications, the Project Plans, these Special Provisions, and as directed by the City Engineer.

Concrete Driveway Conform, refers to portion of the driveway on private property that must be reconstructed to transition from back of walk to the existing on-site driveway. The width, depth, and thickness of materials for each driveway transition shall match existing.

Concrete driveway conforms are typically one foot to two feet in width measured from the back of walkway. The Engineer shall determine the amount and exact limits of conform in the field. The estimated quantity of driveway conform is approximate. The City reserves the right to add, eliminate and /or modify any driveway conform in the field.

New driveway shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Specifications except that only non-pigmented curing compounds conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

After the removal of existing sidewalk and driveway, the improvement work shall be completed within **five (5) working days** in accordance with these and any other related specifications. Failure to complete improvement work as specified above, as determined by the City Engineer, shall result in Liquidated Damages in the sum of **FIVE HUNDRED DOLLARS (500.00)** for each and every calendar day beyond the five (5) working days of sidewalk removal. If work is to remain in place over the weekend or holiday, the Contractor shall install temporary pedestrian barricades.

Measurement and Payment

ADA Standard Sidewalk and Driveway work shall be paid for on a per SQUARE FOOT basis. Measurement will be based on the actual square footage of the concrete installed as determined by measurement along the perimeter of the concrete. The contract unit price paid per SQUARE FOOT of concrete shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in installing concrete including, but not limited to, excavation, subgrade preparation, disposal of excess materials, imported borrow, compaction, saw-cutting and dowels, as specified in the Standard Specifications, these Special Provisions, and as directed by the City Engineer and no additional compensation will be allowed.

The cost of excavation, removal, and disposal of existing concrete driveway and sidewalk shall be included in the this bid item. Any damage to adjacent, existing facilities during construction of the sidewalk shall be repaired at the Contractor's expense to the satisfaction of the City Engineer.

6" curb in front of EV stations will be paid per plan area in this bid item.

Item # 6 REINFORCED CONCRETE PAD AND EV PEDESTAL MOUNTS

Construct Reinforced Concrete Pad for the electrical equipment as shown in the Project Plans. Contractor to remove vegetation only where required for installation. Contractor shall provide openings for the electrical conduits to passthrough pad as required per the equipment specifications.

Prior to placing AB, subgrade soil should be scarified at least 6 inches, uniformly moisture conditioned at or slightly above optimum moisture content and compacted to at least 90% relative compaction. AB should be compacted to 95% relative compaction.

Concrete pads shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Specifications except that only non-pigmented curing compounds conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

Measurement and Payment

Reinforced Concrete Pad and EV Pedestal Mounts work shall be paid for on a per LUMP SUM basis. Measurement will be based on the actual square footage of the concrete installed as determined by measurement along the perimeter of the concrete. The contract unit price paid per LUMP SUM of

concrete shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in installing concrete including, but not limited to, excavation, subgrade preparation, disposal of excess materials, imported borrow, and saw-cutting, as specified in the Standard Specifications, these Special Provisions, and as directed by the City Engineer and no additional compensation will be allowed.

The cost of excavation, removal, and disposal of existing vegetation or asphalt at the concrete pad location shall be included in the Reinforced \ Concrete Pad and EV Pedestal Mount Bid Item.

Any damage to adjacent, existing facilities during construction shall be repaired at the Contractor's expense to the satisfaction of the City Engineer.

Item # 7 REMOVAL AND APPLICATION OF STRIPING

The Removal and Application of Striping work shall consist of: removing the parking stall designation paint, painting new pavement markings in the newly paved parking area, *and painting the curb in front of the EV stations* as shown on the Project Plans.

PAINT REMOVAL

Remove parking stall designation paint as shown on the Project Plans. Paint may be removed with a pressure washer and when necessary, by hand with the use of a solvent. If other methods are unsuccessful, light grinding or sanding methods may be used. All remaining debris shall be removed and prior to work completion.

NEW PAINT

Pavement paint material and method of placement shall conform to Section 84 and 85 of the 2018 California Standard Specifications, to the current California Manual on Uniform Traffic Control Devices, and to these Special Provisions.

Removal and Application of Striping shall conform to Manufacturer's recommendations and City Standards. All coating products shall be packed in standard closed containers. Each container of separately packaged component shall be clearly and durably labeled to indicate the date of manufacture, manufacturer's batch number, quantity, color, component identification and designated name or formula specification number together with special instructions.

Prior to painting the area will need to be prepped. Broom-clean asphalt surface using mechanical brooming device, or stiff bristle hand broom. Scrape and blow fine sand and debris off of surface. Pressure washing may be necessary to remove debris. Use a non-solvent-based degreaser to remove stains as needed. Thoroughly rinse the area and let dry for 24 hours.

Surfaces should be dry for at least 24 hours prior to applying pavement paint. The ambient temperature must be at least 50°F and rising. The temperature of the asphalt surface must be at least 5°F above the dew point temperature during and after applying paint. Pavement Paint application must be complete at least two hours before sunset to allow for proper cure.

Mask all adjacent areas using paint-grade masking tape. Use duct taped on concrete and asphalt surfaces. Building paper extended minimum of 48 inches beyond the edge of painted area is required to prevent over-spray of paint onto adjacent areas.

Apply pavement paint using spray texture gun (Graco RTX1500 TexSprayer) or Benron "EZ-TEX DX" sprayers, or otherwise approved equal or otherwise approved method. The paint manufacturer shall approve spray gun settings and alternative spray equipment.

The primer shall be compatible with the paint and applied per the manufacturer's specifications. All

paint shall be the following brands, or approved equal:

Color	Type	Brand
Black, white	Enamel	Krylon (Premium)
White	Alkyd	Aerovoe-Pacific

All paint for new pavement markings shall be applied at a minimum of two (2) full coats. First coat shall be dry prior to application of the second coat. All markings to receive paint shall be spray painted. Brushes and rollers shall not be allowed without prior City Engineer approval. Primer shall be applied prior to the application of the final two (2) coats of paint.

Measurement and Payment

Removal and Application of Striping shall be paid for on a LUMP SUM basis. Measurement will be based on the actual count of pavement paint removed or installed (i.e. each parking stall delineator or curb section). The contract price paid for LUMP SUM basis. Removal and Application of Surface Paint shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in placing and removing the pavement paint, including referencing existing pavement markings, alignment and layout work, all as specified in the 2023 Caltrans Standard Specifications, CA MUTCD, these Special Provisions, and as directed by the City Engineer, and no additional compensation will be allowed.

Item # 8 ELECTRICAL TRENCH

This Electrical Trench bid item consists of the required trench work associated with constructing the underground electrical components such as, but not limited to, conduit, pull boxes, wires, junctions, grounds, etc. to make all the required connections from the electrical equipment to the EV stations functional, at locations shown on the Electrical Plan Sheet of the Project Plans and as described in the electrical equipment manufacturer’s specifications and as shown on the PG&E Supplemental Plan Sheet. Work to be done in accordance with the most recent version of the California Electric Code. The work includes digging, recompacting, and paving the trenches as shown in the Project Plans. Hot asphalt mix Type A shall be used for trench paving, as described in these Standard Specification. See State Standard Specifications Minimum Tack Coat Spray Rates (Gallons per Square Yard) table for various dilution ratio rates.

Measurement and Payment

The Electrical Trench item shall be paid for on a per LINEAR FOOT basis and shall include all work necessary within the area identified as on the Project Plans and these project specifications. The contract unit price paid for shall include, but is not limited to, full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in the procurement, production, delivery, excavation, disposal, testing, and placement of the trench items as shown on the Project Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the City Engineer and no additional compensation will be made therefore. As applicable, payment for paving over trench areas to be included in bid item #11. Temporary paving may be required per the City Engineer.

Item # 9 INSTALL ELECTRICAL EQUIPMENT

This bid item consists of the required work associated with installing the electrical equipment ((4) EV stations, (1) switchboard box and panel, (1) distribution panel and (1) step-down transformer) to the underground electrical trench components listed in Bid Item #8, as shown on the Project Plans. For warranty, the electrical equipment must be installed according to the equipment manufacturer’s recommendations.

See Appendix 1 for manufacturer provided electrical equipment details, specifications, and installation instructions. PG&E will provide and install the electric meter at the switchgear box after the box has been installed. City of Fort Bragg to provide the electrical equipment listed in this bid item.

Measurement and Payment

The Install Electrical Equipment item shall be paid for on a per ITEM basis and shall include all work necessary identified on the Project Plans and as required to uphold the manufacturer’s warranties. The contract item price paid for Install Electrical Equipment shall include, but is not limited to, full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in the production, delivery, excavation, disposal, testing, and placement of the equipment, as specified in the Standard Specifications, these Special Provisions, and as directed by the City Engineer and no additional compensation will be made therefore.

Item # 10 HOT MIX ASPHALT (TYPE A)

Remove Existing Surfacing

The Contractor shall remove existing: vegetation, soil, base rock, asphalt concrete, and concrete at the locations shown on the Project Plans. The City Engineer may remove locations of work or specify additional project locations. Additional locations shall be paid for at the contract unit price of the appropriate bid items and no additional compensation will be allowed.

The Contractor shall protect existing concrete structures that are not shown for removal on the Project Plans. Any concrete structures damaged by the Contractors activities that are not shown to be removed on the Plans shall be repaired at the Contractor’s expense. Yard drain pipes, sprinkler heads, and sewer cleanouts and lines located in the work area shall be protected from damage and remain free of debris.

Contractor to clean sawcut where this section is to meet cold plane and asphalt section.

ASPHALT

Hot Mix Asphalt (Type A) used shall conform to Section 39 “Asphalt Concrete” of the Standard Specifications and these Special Provisions. The base course for Hot Mix Asphalt (Type A) shall be ¾” gradation. The top lift of Hot Mix Asphalt (Type A) shall be ½” gradation. Supplying, mixing, proportioning, and storing Hot Mix Asphalt (Type A) shall conform to the requirements as specified in Section 39 “Asphalt Concrete” of the Standard Specifications except as specified herein.

The Contractor shall submit in writing to the City Engineer a complete mix design as described in Section 39-2.01A(3)(b) “Job Mix Formula” of the Standard Specifications.

Placement

The methods and equipment furnished by the Contractor shall produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39 "Asphalt Concrete," of the State Specifications.

The placement of all Hot Mix Asphalt (Type A) shall be done in uniform lifts. Any asphalt concrete structural sections replaced shall be brought to the elevation of the adjacent existing asphalt before Hot Mix Asphalt (Type A) is placed. The only allowable joints on the top lift of HMA (Type A) shall be the joints between the new and existing asphalt and the Contractor shall overlap said joint.

A tack coat, as specified in Section 39 of the State Standard Specifications, shall be applied to all mating surfaces along lip of gutter and at conforms to existing pavement prior to placement of new asphalt concrete. Tack coat shall be diluted SS1 or CSS1, or undiluted RS-1 or CRS-1 type asphalt emulsion. See State Standard Specifications Minimum Tack Coat Spray Rates (Gallons per Square Yard) table for various dilution ratio rates.

Existing drainage paths shall remain the same pre and post the installation of the Hot Mix Asphalt (Type A) Section.

Measurement and Payment:

The contract unit price paid per TON of Hot Mix Asphalt (Type A) shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in laying the new asphalt including: removing any existing base and existing surfacing (vegetative or asphalt), laying and compacting of the new base and asphalt. Work will include but not be limited to: saw cutting, excavation, disposal of excess materials, and protecting facilities and structures not shown for removal as specified in the Standard Specifications, these Special Provisions, and as directed by the City Engineer and no additional compensation will be allowed therefore.

There is no Bid Item for Tack Coat. Full compensation for the furnishing and placement of Tack Coat will be considered as included in the prices paid for the various contract items of work and no additional payment shall be made.

Item # 11 CLASS II BASE SECTIONClass 2 Aggregate Base

Aggregate Base (AB) shall be Class 2 and shall conform to Section 26, "Aggregate Bases," of the State Specifications, and these Special Provisions.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of course or fine material.

Class 2 aggregate base shall be placed conforming to the Project Plans, Standard Drawings in the Standard Specifications, and as directed by the City Engineer. Prior to placing AB, subgrade soil should be scarified at least 6 inches, uniformly moisture conditioned at or slightly above optimum moisture content and compacted to at least 90% relative compaction. AB should be compacted to 95% relative compaction.

Existing drainage paths shall remain the same pre and post the installation of the Class 2 Aggregate Base Section.

Measurement and Payment:

The contract unit price paid per LUMP SUM of Class II Base shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in Class II Base including: removing any existing surfacing (vegetative or asphalt or other), laying and compacting the material. Work will include but not be limited to: saw cutting, excavation, disposal of excess materials, and protecting facilities and structures not shown for removal as specified in the Standard Specifications, these Special Provisions, and as directed by the City Engineer and no additional compensation will be allowed therefore.

Item # 12 6" PRECAST CONCRETE WHEEL STOP

This work shall consist of procuring and installing 6" Precast Concrete Wheel Stops where shown on the Project Plans. Install and anchor as recommended by the manufacturer. Seal top with non-shrinkage grout.

Measurement and Payment

Wheel Stops shall be paid for on a per EACH basis. Measurement will be based on the actual number of Wheel Stops installed as determined by actual count. The work for Wheel Stops shall include, but not be limited to, full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in installing, complete in place, all as shown on the Project Plans, and as directed by the City Engineer and no additional compensation will be allowed.

Item # 13 STANDARD BOLLARDS

The work for the Standard Bollard item shall consist of procuring and installing standard bollards as shown in the Project Plans. Use 4" galvanized steel pipe, standard, schedule 40 with 4" malleable iron end cap material. Visibility strips to be reflective yellow as shown on the Project Plans.

Measurement and Payment

Standard Bollards shall be paid for on a per EACH basis. Measurement will be based on the actual number of Standard Bollards installed as determined by actual count. The contract unit price paid for Standard Bollards shall include, but not be limited to, full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in installing, complete in place, all as shown on the Project Plans and as directed by the City Engineer and no additional compensation will be allowed.

Item # 14 PARKING LOT SIGN INSTALLATION

Parking Lot Sign shall consist of, but not be limited to, the furnishing and installing a custom sign which reads "Official Vehicles Only Beyond This Point" as shown on the Project Plans and conforms to the provisions in Section 82, "Signs and Markers" of the State Specifications, and as shown on the Project Plans, described in these Special Provisions, and as directed by the City Engineer.

Measurement and Payment

The contract unit price will be paid per EACH Parking Lot Sign installed. The item shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in procuring and installing the sign and post per the Project Plans. Work will include but not be limited to: disposal of excess materials, furnishing sign posts and aluminum signs, and protecting facilities and structures not shown for removal as specified in the Standard Specifications, these Special Provisions, and as directed by the City Engineer and no additional compensation will be allowed therefore.

Item # 15 PAVEMENT MARKING

The “Authorized Vehicles Only” and “Police Vehicles Only” Pavement Marking work shall consist of painting the parking lot asphalt as shown on the Project Plans.

NEW PAINT

Pavement paint material and method of placement shall conform to Section 84 and 85 of the 2023 California Standard Specifications, to the current California Manual on Uniform Traffic Control Devices, and to these Special Provisions.

Pavement Marking work shall conform to Manufacturer’s recommendations and City Standards. All coating products shall be packed in standard closed containers. Each container of separately packaged component shall be clearly and durably labeled to indicate the date of manufacture, manufacturer’s batch number, quantity, color, component identification and designated name or formula specification number together with special instructions.

Prior to painting the area will need to be prepped. Broom-clean asphalt surface using mechanical brooming device, or stiff bristle hand broom. Scrape and blow fine sand and debris off of surface. Pressure washing may be necessary to remove debris. Use a non-solvent-based degreaser to remove stains as needed. Thoroughly rinse the area and let dry for 24 hours.

Surfaces should be dry for at least 24 hours prior to applying pavement paint. The ambient temperature must be at least 50°F and rising. The temperature of the asphalt surface must be at least 5°F above the dew point temperature during and after applying paint. Pavement Paint application must be complete at least two hours before sunset to allow for proper cure.

Mask all adjacent areas using paint-grade masking tape. Use duct taped on concrete and asphalt surfaces. Building paper extended minimum of 48 inches beyond the edge of painted area is required to prevent over-spray of paint onto adjacent areas.

Apply pavement paint using spray texture gun (Graco RTX1500 TexSprayer) or Benron “EZ-TEX DX” sprayers, or otherwise approved equal or otherwise approved method. The paint manufacturer shall approve spray gun settings and alternative spray equipment.

The primer shall be compatible with the paint and applied per the manufacturer’s specifications. All paint shall be the following brands, or approved equal:

Color	Type	Brand
Black, white	Enamel	Krylon (Premium)
White	Alkyd	Aerovoe-Pacific

All paint for new pavement markings shall be applied at a minimum of two (2) full coats. First coat shall be dry prior to application of the second coat. All markings to receive paint shall be spray painted. Brushes and rollers shall not be allowed without prior City Engineer approval. Primer shall be applied prior to the application of the final two (2) coats of paint.

Measurement and Payment

Pavement Markings shall be paid for on a per EACH basis. The contract price paid on a per EACH Pavement Markings shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in placing and removing the pavement paint, including referencing existing pavement markings, alignment and layout work, all as specified in the 2018 Caltrans Standard Specifications, CA MUTCD, these Special Provisions, and as directed by the City Engineer, and no additional compensation will be allowed.

Item # 16 BID ALTERNATIVE 1: NO CLIMB 8' IRON FENCING

This bid item consists of the procurement and installation of no climb fencing of the Montage-Commercial type by Ameristar type (or approved equal). Fencing to be 8-foot high and biasable. Contractor to install the fencing per manufacturer's instructions and as shown on the Project Plans.

Measurement and Payment

No Climb Fencing shall be paid for on a per LINEAR FOOT basis. Measurement will be based on the number of linear feet of fencing installed as determined by measuring. The contract will be paid per linear foot for No Climb Fencing and shall include, but not be limited to, full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in installing, complete in place, including all footings, and as shown on the Project Plans, and as directed by the City Engineer and no additional compensation will be allowed. Contractor to restore asphalt to previous condition at their own expense.

Item # 17 BID ALTERNATIVE 1: NO CLIMB 7' PEDESTRIAN GATE AND HEADERS

This bid item consists of the procurement and installation of no climb Exodus type Pedestrian Egress Single Swing Gate and Header Kit by Ameristar (or approved equal). Gate to be 7-foot high with a one-foot-high header kit. Install per manufacturer's instructions and as shown on the Project Plans.

Measurement and Payment

The No Climb Pedestrian Gate and Headers shall be paid for on a per EACH basis. Measurement will be based on the actual number of No Climb Pedestrian Gates installed. The contract unit price paid for No Climb Pedestrian Gates and Headers shall include, but not be limited to, full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in installing, including all footings, complete in place, where shown on the Project Plans, and as specified in the Project Plans or as otherwise directed by the City Engineer and no additional compensation will be allowed. Contractor to restore asphalt to previous condition at their own expense.

Item # 18 BID ALTERNATIVE 1: NO CLIMB VEHICLE CANTILEVER GATE

Procurement and installation of no climb electric cantilever gate by Ameristar Transport Transverse style (or approved equal). Gate to be 8-foot high. Gates are to be operable by electric key pad. The work is to procure, install, construct the footings for, and install the electric key pad and all the associated electrical gates components are included in this bid item. Install per the manufacturer's instructions as shown on the Project Plans.

Measurement and Payment

No Climb Vehicle Cantilever Gate shall be paid for on a per EACH basis. Measurement will be based on the actual count installed. The contract is to be paid for on an EACH. The No Climb Vehicle Cantilever Gate item shall include, but not be limited to, full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved the installation of, complete in place, including all footings, and as shown on the Project Plans, and as specified in the Project Plans and as directed by the City Engineer and no additional compensation will be allowed. Contractor to restore asphalt to previous condition at their own expense.



Sales Order Number (SO#) _____

Express 250 Construction Signoff Form

This form is required to ensure the site for your ChargePoint EV charging station(s) has been prepared as specified, by you or by your chosen contractor, before beginning your charging station installation. Submit this completed form, and the photos specified at the end, to installdispatch@chargepoint.com. The detailed data sheets, site design guides, and installation guides defining ChargePoint specifications are online at: chargepointuniversity.com.

IMPORTANT: All installations must comply with local and regional code. ChargePoint provides concrete pad guidance in the *Express 250 Site Design Guide* that is applicable for most sites; however, pad size for a given site might be smaller or larger due to site conditions. Ensure site drawings have been completed and approved by a structural engineer for this site.

Note: If the station installer arrives to install the charging station and finds these items incomplete, you will incur a separate re-dispatch fee.

Site Information	Contractor Information
Site address:	Company name:
	Site lead name:
Number of Express 250 stations to be installed:	Site lead job title:
Contact name:	Site lead email:
Contact phone:	Site lead phone:
Contact email:	Date work began:

Take the following photos throughout the site construction process.

Required Pictures	
<input type="checkbox"/>	1. All trenching completed and conduit/ducting laid in place
<input type="checkbox"/>	2. The Concrete Mounting Template (CMT) in place with anchor bolts and conduit stub-ups correctly inserted, and the CMT held at the proper height to prevent movement during the concrete pour
<input type="checkbox"/>	3. Concrete pad completed, showing anchor bolts and conduit stub-ups in place for AC and shunt trip
<input type="checkbox"/>	4. Paired only: Conduit stub-ups (or provision for armored cable) in place for DC conductors and Ethernet
<input type="checkbox"/>	5. Overall space around the concrete pad, showing all service clearances are available
<input type="checkbox"/>	6. The electrical panel's specification label, to show total panel capacity
<input type="checkbox"/>	7. The open electrical panel with the dead front panel removed, showing terminations
<input type="checkbox"/>	8. The open electrical panel with the dead front panel on, showing breaker amperage ratings and labels for Express 250 connections
<input type="checkbox"/>	9. Paired only: The front of each AC disconnect (if applicable by region)
<input type="checkbox"/>	10. Charging station sites are positioned so that each station is centered on a parking space (unless curbside), with the front of the station facing the vehicle

APPENDIX 1



Sales Order Number (SO#)

Civil Work

- 1. The concrete pad was either designed and approved by a structural engineer for this specific site, OR conforms to these specifications:
 - At least 305 mm (12 in) deep (or deep enough to be 305 mm (12 in) below the frost line)
 - At least 1296 mm (51 in) on each side
 - Contains #4 rebar or larger, top and bottom, 305 mm (12 in) on center
 - Concrete 2500 PSI minimum

- 2. Walls, fences, or slopes do not prevent water from draining from the pad.

- 3. The concrete mounting template (CMT) is installed in the concrete pad, 50.8 mm (2 in) below the concrete surface, with anchor bolts in place in the CMT.

- 4. The AC conduit (max 50.8 mm/ 2 in trade size) and shunt trip conduit (max 19.1 mm/ ¾ in size) are positioned correctly in the CMT and cut down to 76.2 mm (3 in) above grade.

- 5. **Paired only:** The DC conduit (max 76.2 mm/ 3 in trade size) and Ethernet conduit (max 19.1 mm/ ¾ in size) are positioned correctly in the CMT and cut down to 76.2 mm (3 in) above grade.

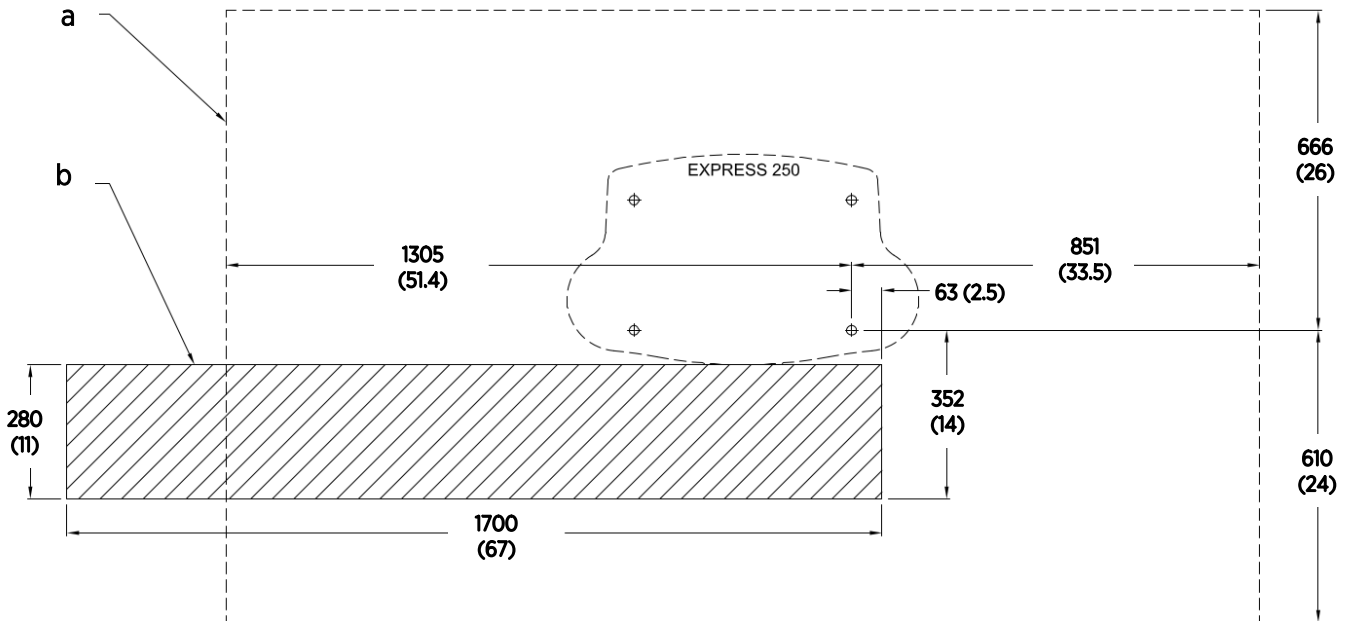
- 6. The **service clearance** of open space (not necessarily at system grade) extends a minimum of 610 mm (24 in) beyond the station in front, 1276 mm (50 in) total front to back, 2156 mm (84.8 in) side to side centered on the station, and 305 mm (12 in) above the station (a).

- 7. The front of the station has 352 mm (14 in) of space **at grade** from the front right anchor, extending 1700 mm (67 in) to the left, without any permanent obstructions (bollards, wheel stops, etc) (b).

- 8. Charging station sites are positioned so that each station is centered on a parking space (unless curbside), with the front of the station facing the vehicle.

- 9. The charging station is at least 305 mm (12 in) from any wall as its rear clearance. Stations positioned back to back are no closer than 610 mm (24 in) shared clearance.

- 10. All signage, parking spot striping, and “EV” markings are completed per site drawings and local code.



Sales Order Number (SO#)

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Electrical Work

1. A correctly rated, dedicated breaker is installed for each station, per this table:

Nominal Voltage	Max AC Current	Breaker Size
400 V (EU)	96 A	125 A
480 V (NA)	80 A	100 A (125% continuous load required for N. America)

2. Breakers have shunt trip capability if the site drawing calls for shunt trip wiring.

3. All necessary electrical infrastructure has been completed per local codes and ChargePoint specifications for 3-phase power plus ground, with properly sized wire at the station. (Neutral is not required for system operation.)

Voltage Rating	Temp Rating	Maximum Conductor Size for Terminals
EU non-armored: 600/1000 V	90°C	35 mm ²
EU armored: 600/1000 V	90°C	35 mm ² multi-core
NA: 600 V	90°C	2 AWG

Record the AC conductor size and voltage rating: _____

4. **Paired only:** All four DC copper conductors are installed between stations as follows:

Voltage Rating	Temp Rating	Maximum Conductor Size for Terminals	Insulation Type
EU non-armored: 600/1000 V	90°C	120 mm ²	XLPE
EU armored: 600/1000 V	90°C	120 mm ² 4-core	XLPE
NA: 1000 V	90°C	4/0 AWG	XHHW-2

Record the size, voltage rating, and insulation type for the DC conductors: _____

5. **Paired only:** Outdoor rated Ethernet Cat5e or Cat6 cable, without terminations, is pulled between the two stations with 3050 mm (10 ft) of service loop at each end.

6. The station location has been tested for 4G/LTE cellular and meets minimum -85 dBm RSRP or better.

I, _____, hereby certify that the scope of work in this form has been correctly completed.

Signature

Date



Express 250

DC Fast Charging Station

Site Design Guide
for Standalone and Paired Stations



IMPORTANT SAFETY INSTRUCTIONS: SAVE THESE INSTRUCTIONS



WARNING:

- 1. Read and follow all warnings and instructions before installing and operating the ChargePoint® Charging Station.** Install and operate only as instructed. Failure to do so may lead to death, injury, or property damage, and will void the Limited Warranty.
- 2. Only use licensed professionals to install your ChargePoint charging station and adhere to all national and local building codes and standards.** Before installing the ChargePoint® charging station, consult with a licensed contractor, such as a licensed electrician, and use a trained installation expert to ensure compliance with local building and electrical codes and standards, climate conditions, safety standards, and all applicable codes and ordinances. Inspect the charging station for proper installation before use.
- 3. Always ground the ChargePoint charging station.** Failure to ground the charging station can lead to risk of electrocution or fire. The charging station must be connected to a grounded, metal, permanent wiring system, or an equipment grounding conductor shall be run with circuit conductors and connected to the equipment grounding terminal or lead on the Electric Vehicle Supply Equipment (EVSE). Connections to the EVSE shall comply with all applicable codes and ordinances.
- 4. Install the ChargePoint charging station on a concrete pad using a ChargePoint approved method.** Failure to install on a surface that can support the full weight of the charging station can result in death, personal injury, or property damage. Inspect the charging station for proper installation before use.
- 5. This charging station is not suitable for use in or around hazardous locations, such as near flammable, explosive, or combustible materials.**
- 6. Do not use this product if the enclosure, EV cable, or the EV connector is broken, cracked, open, or shows any other indication of damage.**
- 7. Do not put fingers into the electric vehicle connector.**



Important: Under no circumstances will compliance with the information in this manual relieve the user of his/her responsibility to comply with all applicable codes or safety standards. This document describes the most commonly-used installation and mounting scenarios. If situations arise in which it is not possible to perform an installation following the procedures provided in this document, contact ChargePoint, Inc. **ChargePoint, Inc. is not responsible for any damages that may result from custom installations that are not described in this document or for any failure to adhere to installation recommendations.**

Product Disposal

To comply with Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE), devices marked with this symbol may not be disposed of as part of unsorted domestic waste inside the European Union. Enquire with local authorities regarding proper disposal. Product materials are recyclable as marked.



No Accuracy Guarantee

Commercially reasonable efforts were made to ensure that the specifications and other information in this manual are accurate and complete at the time of its publication. However, the specifications and other information in this manual are subject to change at any time without prior notice.

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Copyright and Trademarks

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Symbols Used in This Document

This guide and product use the following symbols:



DANGER: Risk of electric shock.



WARNING: Risk of personal harm or death.



CAUTION: Risk of equipment or property damage.



Important: Crucial step for installation success.



Read the manual for instructions.



Ground/protective earth.

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Site Design Guidelines 1

This document describes how to design an installation site for the ChargePoint® Express 250 DC fast charging station, and install the Concrete Mounting Template, before station installation.

The Express 250 is a DC fast charging station for electric vehicles. Each charging station communicates with ChargePoint using a cellular network. This connectivity is required for diagnostics and reporting, as well as communication with the online dashboard that allows the station owner to control its settings and commands. See the section [Cellular Connectivity \(page 26\)](#) for detailed information.



Important: Always follow all applicable local and national codes and requirements. A site drawing should be engineered for your specific site to reduce installation costs and ensure compliance with local codes. Local authorities might not allow a unit to operate if it is not installed to code.

Access ChargePoint documents online at chargepoint.com/guides or chargepoint.com/eu/guides for each phase of the project:

Document	Content	Audiences
<i>Express 250 Data Sheet</i>	Full station specifications	Site designer, installer, and station owner
This document	Civil, mechanical, and electrical guidelines to scope and construct the site	Site designer or engineer of record
<i>Concrete Mounting Template Guide</i>	Onsite instructions for installing the CMT with anchor bolts and conduit placement	Site construction contractor
<i>Express 250 Installation Guide</i>	Anchoring, wiring, and powering on	Installer
<i>Express 250 Operations and Maintenance Guide</i>	Operation and preventative maintenance	Station owner or facility manager
Full set of Field Replacement Guides	Component replacement procedures	Station owner or third party servicer

Installing the Express 250 requires two people and takes approximately 3-4 hours. This time estimate does not include the time needed to pull DC and Ethernet cable for a Paired installation if it is not already done. Paired installation might also require contacting a ChargePoint support technician to perform any required software updates and configuration if a station is being

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retrofitted from Standalone to Paired.



Important: All installers must be licensed electricians and complete an online training course to become a ChargePoint certified installer. Installers who do not complete installation training cannot access the ChargePoint Network to complete pinpointing and station setup. To complete online training and become a certified installer, refer to ChargePoint University at: chargepoint.com/installers or chargepoint.com/eu/installers

Pairing Two Express 250s

The Express 250 can be installed either as a standalone system, or paired with another Express 250 using a DC connection to more flexibly share load. The two Power Modules in the base of each charging station can be shared in any combination according to charging need. This allows high power output in sites with space constraints.

To pair two Express 250 charging stations, all of the following are required:

- Additional conduit, ducting, or armored cable (according to region) correctly installed between the two charging stations for DC conductors and Ethernet wiring
- Both Express 250s must have 62.5 kW power enabled (not allowed on stations only enabled for 50 kW)
- Both Express 250s must be provisioned for full power back to the panel (not allowed on “power select” stations)

Initial Site Guidelines

An onsite evaluation is needed to determine conduit and wiring requirements from the panel to the proposed parking spaces, as well as to measure cellular signal levels and identify suitable locations for any necessary cellular signal booster equipment.

If you have pre-existing infrastructure or are using your own preferred electrical contractor to prepare your site, a completed Construction Signoff Form is required to certify compliance with electrical specification requirements, and to ensure everything was prepared to ChargePoint specifications.



Important: Always check local codes or consult an engineer to ensure the site is prepared in compliance with all applicable regulations. Local authorities might not allow a unit to operate if it is not installed to code.

Plan for Future Charging Capacity

ChargePoint recommends that you plan to install charging stations for 5-10% of parking spaces, or

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10-15% for high EV adoption areas like California. Designing electrical infrastructure to support current and future needs for EV charging helps avoid costly upgrades later as demand for EV charging grows.

Consider these methods to prepare a site for future charging stations in a later phase of work:

- Add extra capacity if electrical panels are being upgraded now
- Use sub-panels as a way to shorten electrical paths
- Oversize the conduit between the main electrical panel and future stations
- Install pull or junction boxes at the end of an existing row of charging stations, to ease cable pulls for future stations
- If a junction box or disconnect will be installed between rows of stations, oversize the wiring between the main panel and the junction box to prevent needing to re-pull wire later

Charging Station Placement

To help minimize costs, choose station locations that are as close as possible to the available electrical infrastructure. Selecting these types of locations helps minimize long conduit and wire runs, as well as any trenching work.



WARNING: The ChargePoint charging station must be installed on a level concrete base. Asphalt cannot support the full weight of the charging station. Failure to install the ChargePoint charging station on a level concrete base may cause the charging station to tip over, resulting in death, personal injury, or property damage.

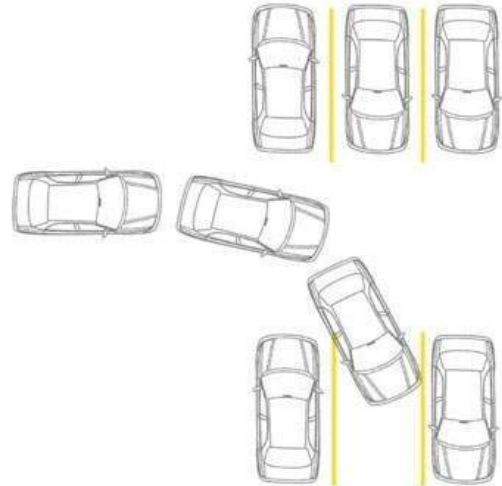
Layout considerations:

- Determine appropriate ground anchoring locations where concrete exists or can be installed (no asphalt surfaces).
- Consider locations where it will be easy to add future stations.
- Determine optimum conduit layout to minimize linear conduit costs to multiple parking spaces. If possible, avoid or minimize trenching requirements, especially more costly trenching to run conduit under asphalt surfaces.
- Evaluate existing electrical infrastructure to determine if the existing utility service and electrical panel capacity is sufficient. Identify costs for any necessary upgrades and/or a new dedicated electrical panel. ChargePoint recommends using a certified electrician to evaluate available capacity and identify any upgrades that may be required.
- If a dedicated EV electrical panel is required, choose a panel location in close proximity to the existing electrical supply.
- Measure cellular signal levels to ensure adequate cellular coverage at the station installation location. To ensure adequate signal strength in underground or enclosed parking structures, cellular repeaters may be required. For more information, see [Cellular Connectivity \(page 26\)](#).
- ChargePoint recommends to avoid locations under trees where sap, pollen, or leaves would fall on the charging station and increase the station owner's site upkeep workload.

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- For stall parking, ChargePoint recommends using perpendicular parking stalls that allow a vehicle to enter either front-first or rear-first, to better accommodate the varied charge port locations on different EVs. Diagonal stall parking is not advised.

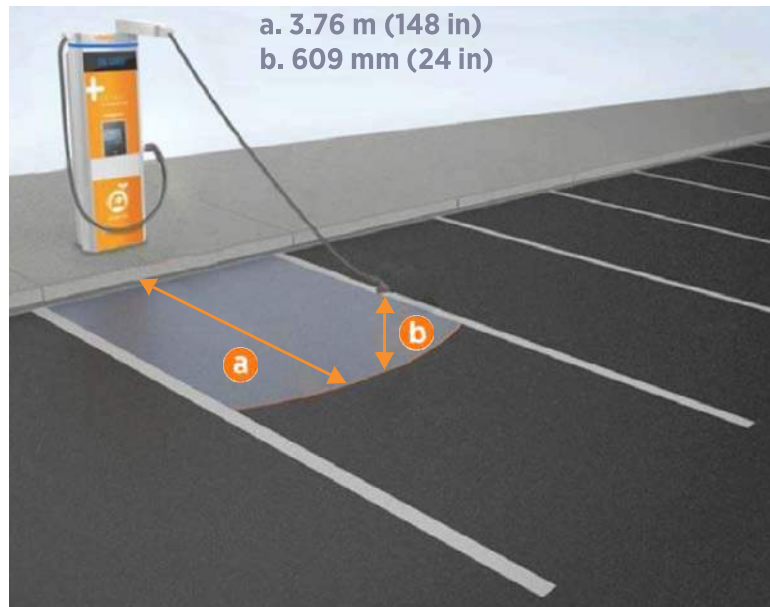
Note: While ChargePoint tests charging stations with a majority of upcoming vehicles, ChargePoint cannot guarantee the port locations of future vehicles and cannot warrant the configurations proposed will work for all vehicles.



- Choose adjacent parking spaces in an area with adequate lighting.
- Consider how easily drivers can find the stations they need to access.
- Check local requirements for accessibility and pathway width, sometimes called “path of travel”, to ensure station placement does not restrict sidewalk use.
- Building a pad into the head of a parking space (instead of on the sidewalk) is allowed if a) local code allows it compared to the minimum parking space length, and b) the pad meets all pad requirements listed in this document.
- Note that the Express 250’s two charge cables are different types of connectors to maximize usability across EV models. The cables cannot both be used at the same time. Therefore, do not position an Express 250 to share two parking spots.

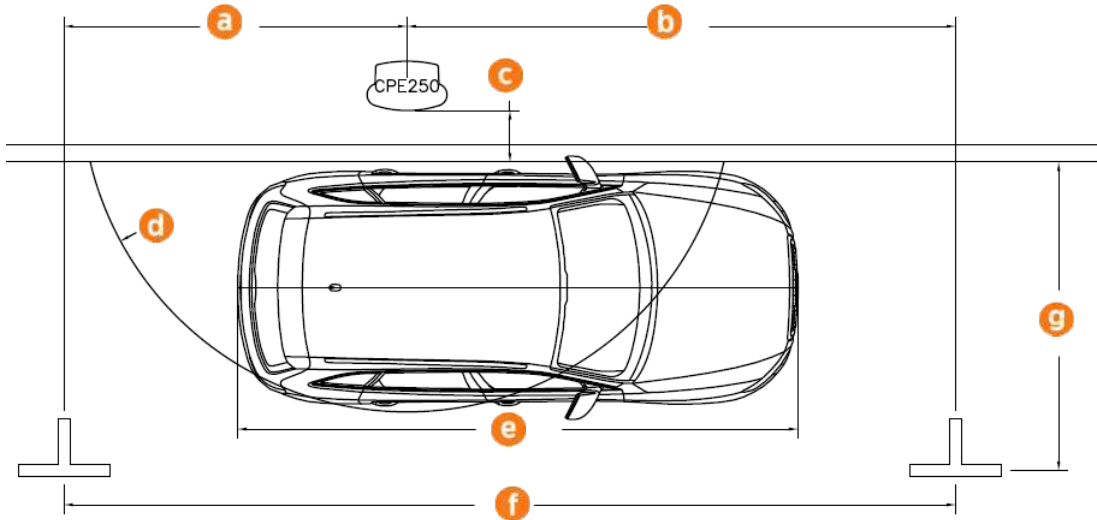
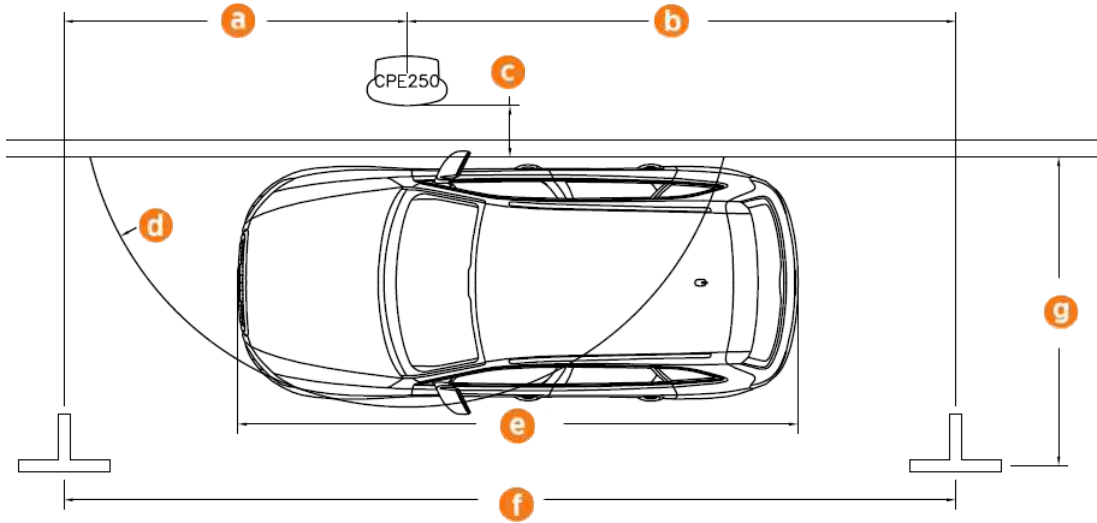


Important: Place each charging station centered at the head of its parking space, with the touchscreen facing the vehicle. This placement maximizes cable reach for the varied charge port locations on different EVs.



- Pull-through parking (gas station model) is not recommended. If pull-through parking is used, ChargePoint recommends placing at least one charging station on each side of the island. This avoids situations where the charging station is on the opposite side of the vehicle from the charge port. Guidance for station placement in island or curbside parking is shown below.

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- a.** Distance from left space marking: 3048 mm (120 in) maximum
- b.** Distance from right space marking: 4876.8 mm (192 in)
- c.** Distance from curb: 457.2 mm (18 in)
- d.** Cable reach radius: 3.76 m (148 in)
- e.** Example EV length: 4978.4 mm (196 in)
- f.** Recommended parking space length: 7924.8 mm (312 in)
- g.** Recommended parking space width: 2743.2 mm (108 in)

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Civil and Mechanical Design 2

Use the guidance below to design the civil and mechanical aspects of the site.

Component Dimensions and Weights

The Express 250 is a vertical enclosure with the dimensions shown here.

Component	Weight
Each Power Module	44 kg (97 lb)
Crated Power Module as shipped	49.9 kg (110 lbs)
Express 250 with two Power Modules, installed	339 kg (746 lb)
Crated Express 250 as shipped	494 kg (1089 lb)



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Pad

The station can be installed on either a newly poured pad or an existing concrete surface. The mounting surface must be smooth and cannot exceed a slope of 6.35 mm per 304.8 mm (0.25 inches per foot).

The concrete pad must either be designed to be site-specific, or must meet these specifications:

- At least 305 mm (12 in) deep (or deep enough to be 305 mm (12 in) below the frost line)
- At least 1296 mm (51 in) on each side
- Contains #4 rebar or larger, top and bottom, 305 mm (12 in) on center
- Concrete 2500 PSI minimum

The above pad specifications are designed to meet these conditions:

- 170 mph wind speed
- Wind Risk Category I
- Wind Exposure D
- Seismic Importance Factor 1.0
- Hayward Fault with mapped spectral response accelerations $S_s=2.45$ $S_1=1.019$
- Seismic Design Category E
- Foundation of Sandy Soil with allowable stress = 1500 psf, $C_d = 1.33$

In some extreme conditions, a larger pad would be required. For sites with less stringent seismic, soil, or wind conditions, a smaller pad might be possible.

If the existing pad does not meet the specifications above, it must be inspected and approved by a structural engineer for the Express 250's dimensions and weight. If needed, give these structural design specifications to the structural engineer for verification:

Product Weight	340 kg (750 lbs)
Product Height from Ground	2.230 m (7.317 ft)
Product Width	0.71 m (2.33 ft)
Product Frontal Area	Height * Width
CG Height	1.12 m (3.66 ft)
Number of Anchor Bolts	4
Bolt Pattern	See dimensioned images in this section
Anchor Bolt Size	M16 (5/8 in)
Anchor Bolt Embedment	229 mm (9 in)

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WARNING: If not installed correctly, the ChargePoint® charging station may pose a fall hazard, leading to death, personal injury, or property damage. Always use the provided Concrete Mounting Template or a ChargePoint-approved surface mounting solution to install the ChargePoint® charging station and install in accordance with applicable codes and standards using licensed professionals. Non-approved installation methods are performed at the risk of the contractor and void the Limited Warranty.

Drainage

Ensure any site slopes, walls, or fencing do not trap water around the charging station installation site. The system is only built to withstand 457.2 mm (18 in) of standing water.

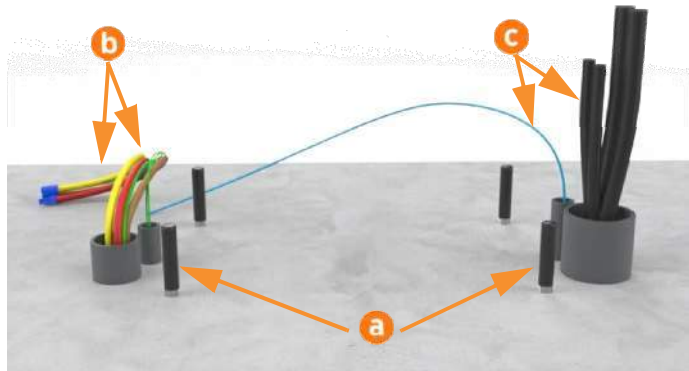


WARNING: Exposing the ChargePoint® charging station to over 18 inches (457 mm) of standing water could create an electrocution, shock, or fire hazard. Cut power to the charging station if it has been exposed to standing water and contact ChargePoint before the charging station is powered on.

Mounting Specifications

The Express 250 is installed on a concrete pad. Details on how to prepare this pad are described later in this guide.

All installations require four anchor bolts (a). Standalone installations only require the two conduit stub-ups on the left side, for AC wiring and shunt trip wiring (b). Paired installations also require the wiring shown on the right: DC wiring and Ethernet communication (c). For more detail, see [Conduit \(page 21\)](#).



Important: Although the Concrete Mounting Template was originally designed for six anchor bolts, only the four corner anchor bolts are required for station stability. Newer charging stations are designed to only use the four corner anchor bolts. If older sites were already designed with six anchor bolts, removing the middle bolts is not required.



WARNING: If not installed correctly, the ChargePoint® charging station may pose a fall hazard, leading to death, personal injury, or property damage. Always use the provided Concrete Mounting Template shown pre-installed in the Introduction, or a ChargePoint-approved surface mounting solution, to install the ChargePoint® charging station. Always install in accordance with applicable codes and standards using licensed professionals. Non-approved installation methods are performed at the risk of the contractor and void the Limited One-Year Parts Exchange Warranty.

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Clearances

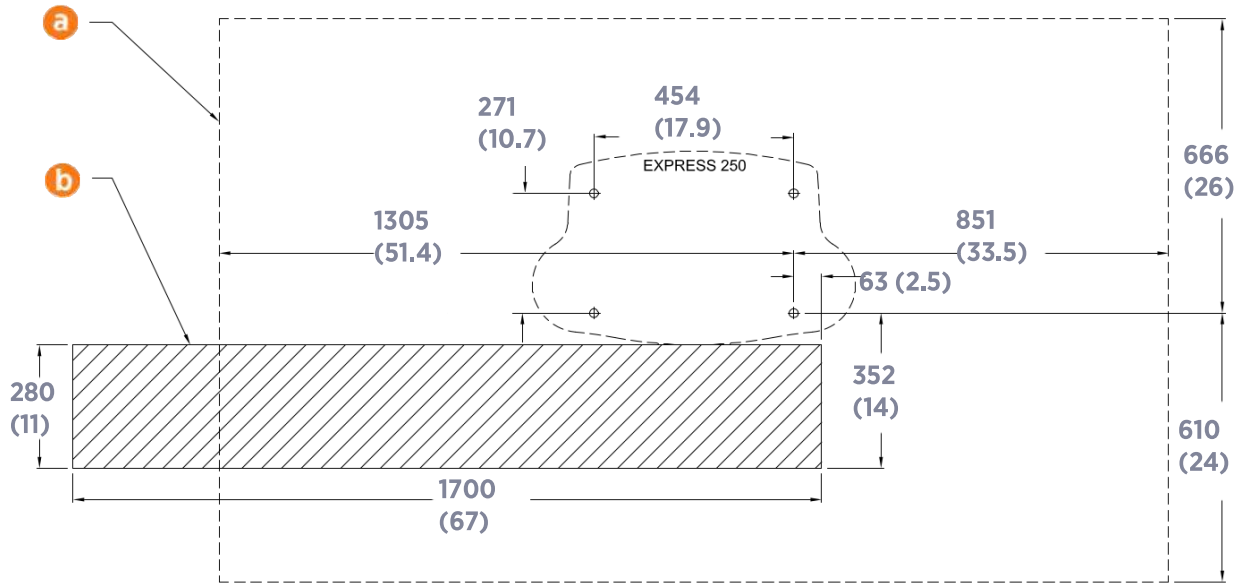
The Express 250 requires minimum functional and service clearances as listed in the table below.

Front Clearance	330.2 mm (13 in) at grade; 609.6mm (24 in) minimum open space
Side Clearance*	711.2 mm (28 in) required; 863.6 mm (34 in) recommended**
Rear Clearance	304.8 mm (12 in) required; 609.6 mm (24 in) recommended
Top Clearance	304.8 mm (12 in)

* Side clearance is measured from extrusion to extrusion.

** Side clearance can be shared between two charging stations. However, if the charge handles of both stations are facing each other, add an extra 254 mm (10 in).

Measurements are provided in millimeters (inches).



- a. Service clearance of open space (not necessarily at system grade)
- b. Power Module service clearance at grade from the front right anchor, extending 1700 mm (67 in) to the left, without any permanent obstructions (fencing, bollards, wheel stops, etc.)

Note: Listed side clearances are the minimum required for operation and service. For paired charging stations, the bend radius of the DC cable and conduit might require spacing them further apart.

Rear clearance, and the front and side clearance for Power Module service, must be at grade level +/- 25 mm (1 in).

Refer to the “Ventilation” section, and check local and regional code, for any additional clearance requirements.

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Ventilation

Ensure that any installation, especially an indoor installation, has adequate airflow to dissipate the charging station's heat at maximum operation. Each Express 250 charging station emits approximately 3.3 kW of waste heat at maximum operation.

The charging station location must allow fresh ambient airflow. Restriction of airflow might result in reduced maximum performance. Do not install a station where it is exposed to air that is heated above ambient temperatures.

In addition to the service clearances listed in the "Clearances" section, consider these figures for site layout:

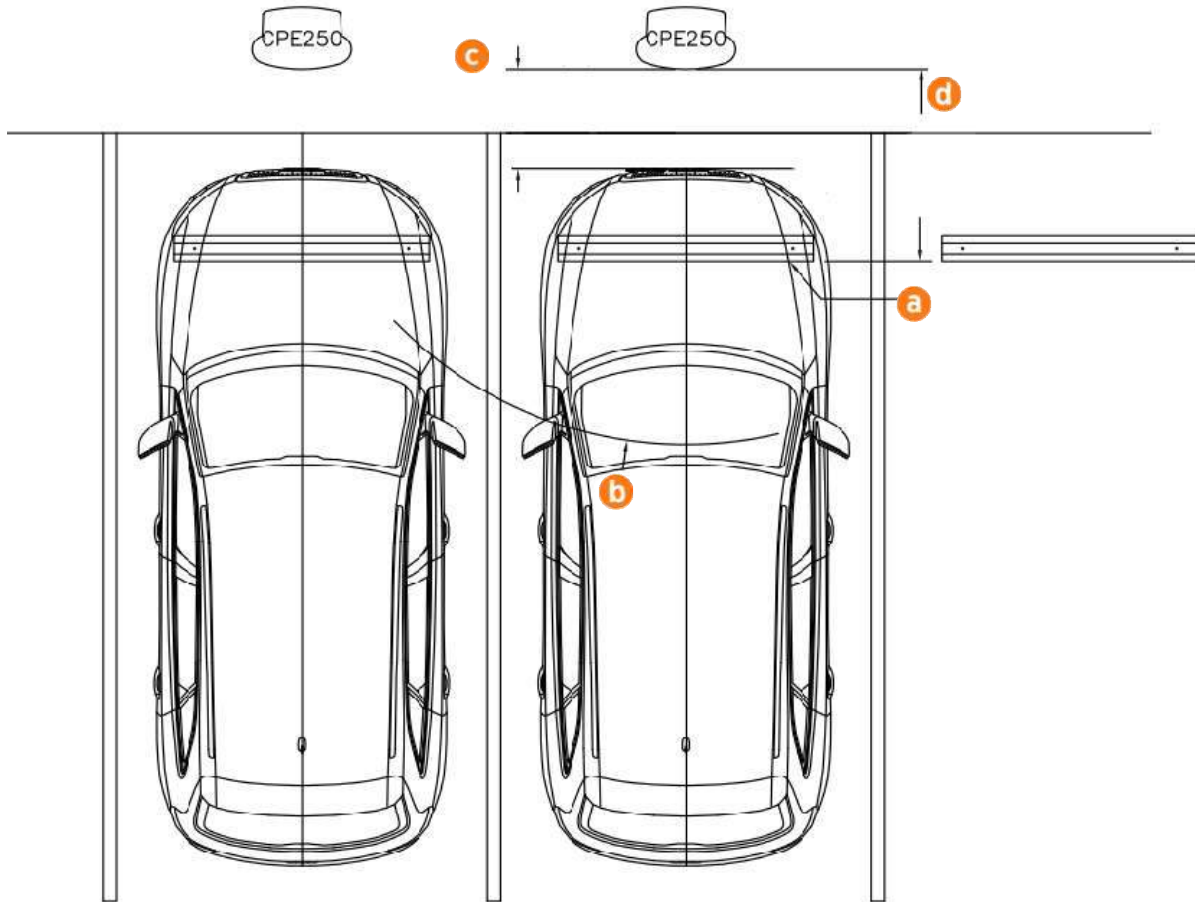
- If a charging station will have a wall directly behind it, minimum rear clearance is 305 mm (12 in).
- If two Express 250 charging stations will be positioned back to back, increase the rear clearance to a shared 610 mm (24 in) for both stations to reduce exhaust recirculation.

Wheel Stops

Bollards and wheel stops are not explicitly required by ChargePoint. However, ChargePoint recommends these best practices and considerations when designing the site:

- Permanent bollards or wheel stops must not encroach upon the Power Module clearance listed in the clearance diagram above. Removable bollards are allowed if service personnel have the ability to move them as needed.
- Where permitted by code, wheel stops are preferred over bollards for head-in or back-in spaces.
- When using wheel stops, consider the average vehicle overhang distance from tire to bumper (passenger, bus, etc.), as well as leaving space for the driver to walk up and access the touchscreen. General recommended distances are shown in the wheel stop image below.
- Position wheel stops to actively block at least one wheel, without presenting a trip hazard to pedestrians walking between vehicles.

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- a. Wheel stop, positioned to actively block at least one wheel
- b. Cable reach radius: 3.76 m (148 in)
- c. Recommended distance for walk-up access: 609 mm (24 in)
- d. Recommended distance between wheel stop and Express 250: 1371 mm (54 in) for passenger vehicles



CAUTION: Shorter wheel stops that are installed in the center of a parking spot can fit between the wheels of a larger vehicle and not prevent forward motion.

Note: For fleet or commercial use, measure the rear or front overhang of the largest vehicle in use, depending on charge port location.

Bollards

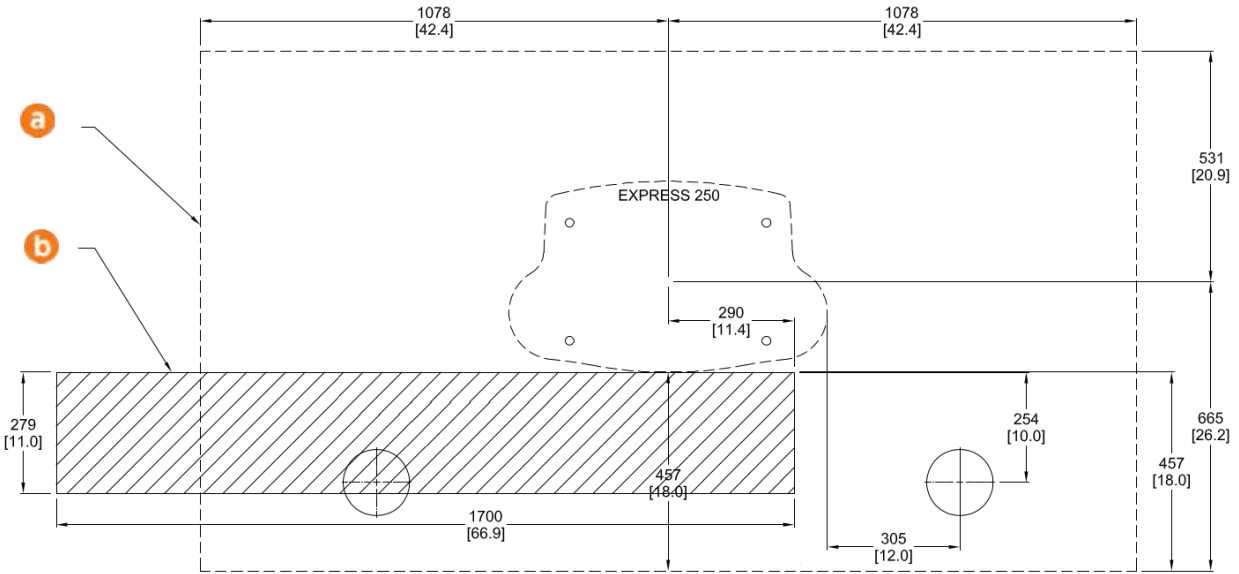
Bollards and wheel stops are not explicitly required by ChargePoint. However, ChargePoint recommends these best practices and considerations when designing the site:

- Permanent bollards or wheel stops must not encroach upon the Power Module clearance listed in the clearance diagram above. Removable bollards are allowed if service personnel have the ability to move them as needed.

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- Where permitted by code, wheel stops are preferred over bollards for head-in or back-in spaces.
- When bollards are required by code, needed for snowy areas, or needed for curbside spaces, ensure bollard placement does not interfere with removing and replacing charge cables in the station's side holsters. General recommended distances are shown in the bollard images below.
- Try to minimize bollard interference with the movement of charge cables between the station and the vehicle. Bollards are recommended to be no taller than 914 mm (36 in) where needed.
- No bollard can be placed within 457 mm (18 in) of the station, as measured on-center.

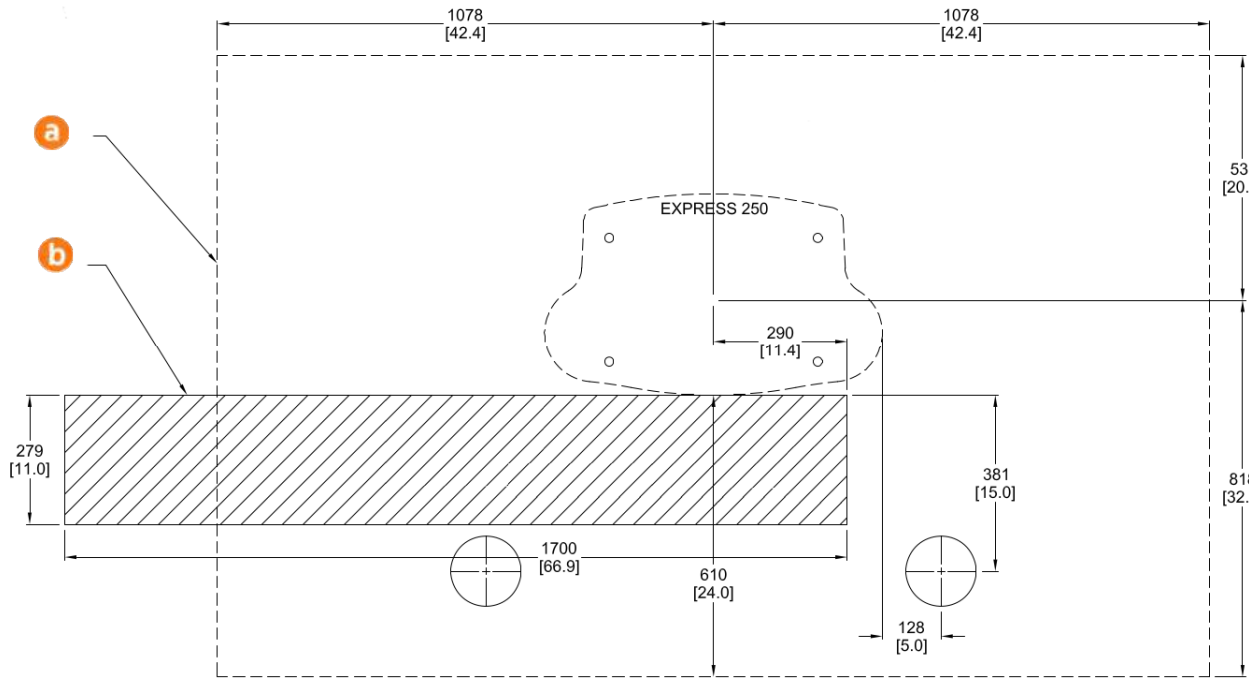
Curbside bollard installation:



- a.** Use and service clearance of open space (not necessarily at grade)
- b.** Unobstructed front service clearance at grade

APPENDIX 1

Head-in or back-in space bollard installation:



Pairing Previously Installed Charging Stations

If all site construction for paired charging is completed in advance, Express 250 stations can be initially installed as Standalone and paired at a later date. In that case, follow these additional steps:

- During initial site construction, install DC and communication conduit or ducting (as applicable by region) in advance.
- Extend side clearance at both DC conduit stub-up locations to 1.2 m (4 ft) to allow space for cable pulling equipment.
- Run a pull rope through the larger DC conduit before landing the charging stations. Do not pull DC cable in advance, as it is too thick to hide inside the cover panels without risking damage or unwanted electrical contact.
- Install a fishing tape in the smaller communication conduit to assist with routing the Ethernet cable later. If Ethernet is pulled in advance, leave 317.5 cm (125 in) of wire above grade at each end.
- Use duct seal compound to seal the ends of the DC and communications conduit stub-ups. Seal the ends of the fishing tape to hang outside the conduit.
- Install the cover panels and extrusions on the Express 250 stations over the stub-ups as normal.

By only connecting AC wiring (and shunt trip if applicable), each Express 250 can perform as a Standalone station until the station owner is ready to pair them. At a later time, the stations can be paired by installing DC conductors, connecting Ethernet communication, and performing a firmware update if required. Refer to the *Express 250 Installation Guide* for further details.

Once two Express 250s are correctly paired, operation of both stations is inhibited if Ethernet

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connectivity is lost or one station loses power. This is a safety feature to prevent one Paired station from accidentally powering the other during maintenance.



WARNING: Do not connect DC power between the charging stations until both stations are ready to complete the full pairing configuration. Station firmware updates are required to enable full Paired behavior. Connecting power before the charging station is properly configured can create a safety risk or can damage equipment.

Accessibility

The Express 250 touchscreen and charging cables are accessible at a height of less than 1219 mm (48 in) from the ground. This complies with American Disability Act (ADA) requirements, if the station is installed at grade. If your installation must comply with ADA standards, or the disability access regulations for other regions, consider this when designing the height of the pad.

Also consider site design factors such as placement of bollards, wheel stops, or other vehicle obstacles when planning charging station access for disabled parking stalls. Check disability access regulations for guidance on the clearances needed for wheelchair access to charging cables and user interfaces.

Signage

Refer to local and regional code to design the following elements for the site:

- Any required re-stripping of parking spaces
- EV or Accessible EV signs
- EV or Accessible EV paint markings on and around the parking spaces

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Electrical Design 3

The default Express 250 installation requires service wiring to be installed underground. (If a site requires surface mounting, contact ChargePoint before beginning work, to obtain an approved surface installation method.) Conduit and wire size are determined based on the length of runs from the electrical panel to the station location. Service wiring must be run through conduit or ducting, or use armored cable, as required to comply with local electrical codes. Consult national and local codes or a project engineer to determine the grade, quality, and size of the conduit or cable. The ChargePoint Concrete Mounting Template (CPE250-CMT) accommodates service wiring through the flare, conduit, or locally appropriate wiring method.

Note: All wiring and conduit is supplied by the contractor unless otherwise indicated.

Note: It is possible to pre-install Express 250 charging stations as Standalone initially and pair them at a later date, if desired. In this case, install the DC and Ethernet conduit per [Pairing Previously Installed Charging Stations \(page 14\)](#), and run a pull rope through the conduit before landing the charging stations. Contact ChargePoint for instructions to pair two charging stations when ready.

Upstream Components

Charging stations are considered continuous load devices (EVs draw maximum load for long durations). Therefore, electrical branch circuits to EV chargers must be sized at 125% of the load on each leg of a 3-phase panel for North America installations, in accordance with National Electric Code requirements. For other regions, refer to local code.

When planning multiple EV charging stations, it is best practice to segment non-continuous and continuous loads, with all branch circuits for EV charging on a dedicated electrical panel assembly with adequate circuit breakers. When sizing new electrical panels dedicated for EV charging, all branch circuits must support continuous load.

Each Express 250 requires a service panel breaker as follows:

Nominal Voltage	Max AC Current	Circuit Breaker Size
400 VAC (EU)	96 A	125 A
480 VAC (NA)	80 A	100 A (125% continuous load required for N. America)

The Express 250 does not contain an internal breaker. Therefore, its KAIC rating (KiloAmps

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Interrupt) is related to the station’s upstream breaker.



CAUTION: The Express 250 charging station is tested to IEC 61000-4-5, Level 5 (6 kV @ 3000 A) standards. In geographic areas that experience frequent thunderstorms, supplemental surge protection must be installed at the service panel to guard against product damage.

Transformer Configuration

Refer to the following tables to configure electrical service.

	North America	Europe
Input Rating	480 VAC, 3-phase, 80 A, 60 Hz	400 VAC, 3-phase, 96 A, 50 Hz
Electrical Service Configuration	277/480 4 wire WYE*	230/400 Y, L1, L2, L3, N, Ground
Product Connection	3-phase 480 plus ground (neutral not required)	3-phase 400 plus protective earth (neutral not required)

**Delta (floating or grounded) is not supported*

AC Disconnect Switch

A local AC disconnect switch, separate from the shunt trip wiring, is recommended to be installed between each charging station and the electrical panel. This is especially important if the main electrical panel or utility room is distant, out of line of sight, or has restricted access. For North America installations, refer to disconnect switch requirements per NEC Article 625, “Electric Vehicle Charging and Supply Equipment Systems”.



WARNING: If service is performed on either Paired charging station, both stations must be powered off at their AC disconnect switch(es) and locked out/tagged out for safety.

Do not install a DC disconnect between Paired charging stations.

RCD Use

The use of an RCD is not recommended. RCD use can create nuisance tripping, especially during transient conditions such as power restoration, line surge, line dips, or phase loss.

To reduce the risk of shock, the Express 250 provides:

- Galvanic (reinforced) isolation between the AC input and DC output. Current does not flow to earth ground, even in cases such as charge cable damage.
- An output isolation monitor interrupter (IMI).

If the isolation level is compromised, charging is halted or prevented from starting, and the output

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de-energized. The isolation monitor operates continuously during charging to ensure the output is always galvanically isolated. UL 2231-1 requires that an isolation monitor interrupter (IMI) is provided in the product and evaluated during operation as part of certification testing.

Although RCD/GFCI use is required in mode 1,2,3 AC charger installations, neither UL nor IEC mandate an RCD for a permanently installed mode 4 isolated output DC charger.

RCD Settings

For Standalone Express 250 installations where the use of an RCD (RCCB or RCBO) cannot be avoided, use the following settings to minimize nuisance trips:

- Type: A, F or B (type B and F preferred)
- Trip threshold: 500 mA
- Trip delay: 150 ms

If an RCD must be employed for a Paired installation, contact ChargePoint.

Region Specific Notes: UK

When discussing DC charging station installations with a UK DNO (utility), include these two considerations:

- Where possible, request TN-S earthing from the DNO (distribution network operator)
- The Express 250 represents a Class I construction, balanced 3-phase load greater than 500 W

Either statement allows UK DNOs to provide a PME earth terminal and avoids the requirement for a TT earthing arrangement and associated (300 mA) RCD. The second statement meets the clause in the IET Code of Practice for EV Charging Equipment Installation, 3rd Edition that allows the DNO to provide a PME connection for “on the street equipment”.

Installations at petrol stations are a special case that requires additional site planning. Contact ChargePoint for more information.

Grounding/Earthing Requirements

- The Express 250 must be connected to a grounded, metal, permanent wiring system.
 - North America: A grounded service neutral conductor must be run with circuit conductors and connected to an equipment-grounding terminal on the Express 250.
 - Europe: Use TN-S or TN-C-S configurations. (TT is not recommended because it requires RCDs.)
- Ensure a grounding conductor that complies with local codes is properly grounded to earth at the service equipment or, when supplied by a separate system, at the supply transformer.

Shunt Trip Wiring

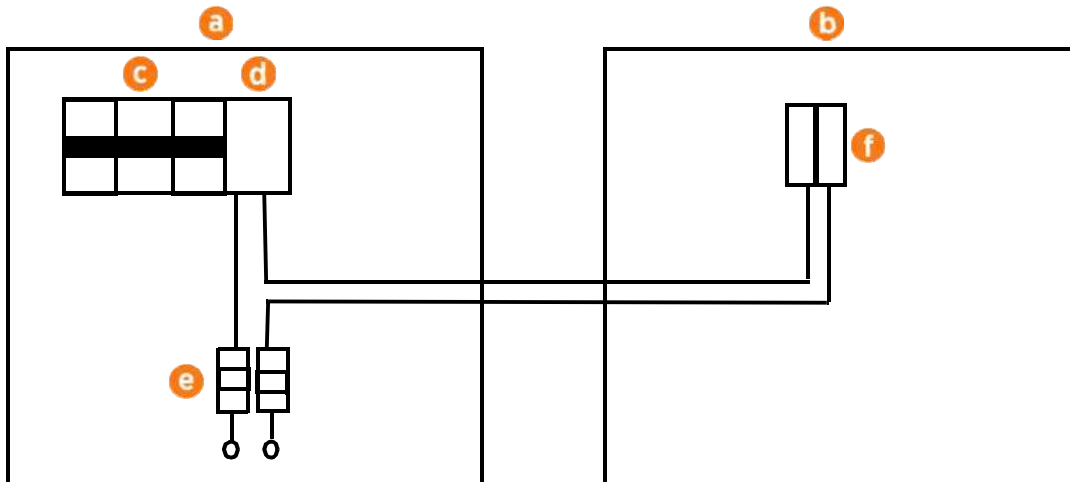
ChargePoint advises against installing an emergency stop (E-stop) button on charging stations. Drivers can unintentionally trip the emergency shutoff, causing inconvenience and downtime to site hosts. However, wiring to enable a remote shunt trip is standard on each Express 250. This shunt trip wiring is activated when unsafe conditions are detected, such as a missing cover panel or a severe impact. All shunt trip behavior is already hard-coded into the charging station and has no programmable variables.

The Express 250 provides a set of unpowered (dry pair) contacts near the AC input terminals, to connect to a shunt trip device. These contacts are rated to 440 VAC and 5 ARMS.

When a shunt trip is used, select a breaker with a shunt trip that is within the contact rating of the Express 250 shunt trip contacts. Common ratings available for shunt trips are 12, 24, or 48 VDC, or 110-240, 400 VAC depending on the installation region. 480 VAC rated shunt trips may not be used.

Follow the installation guide provided by the breaker or shunt trip vendor. Control power is derived at the electrical panel.

Note: For Paired charging stations, wire the connections so that a shunt trip activation on either station trips the breakers of both Paired stations.



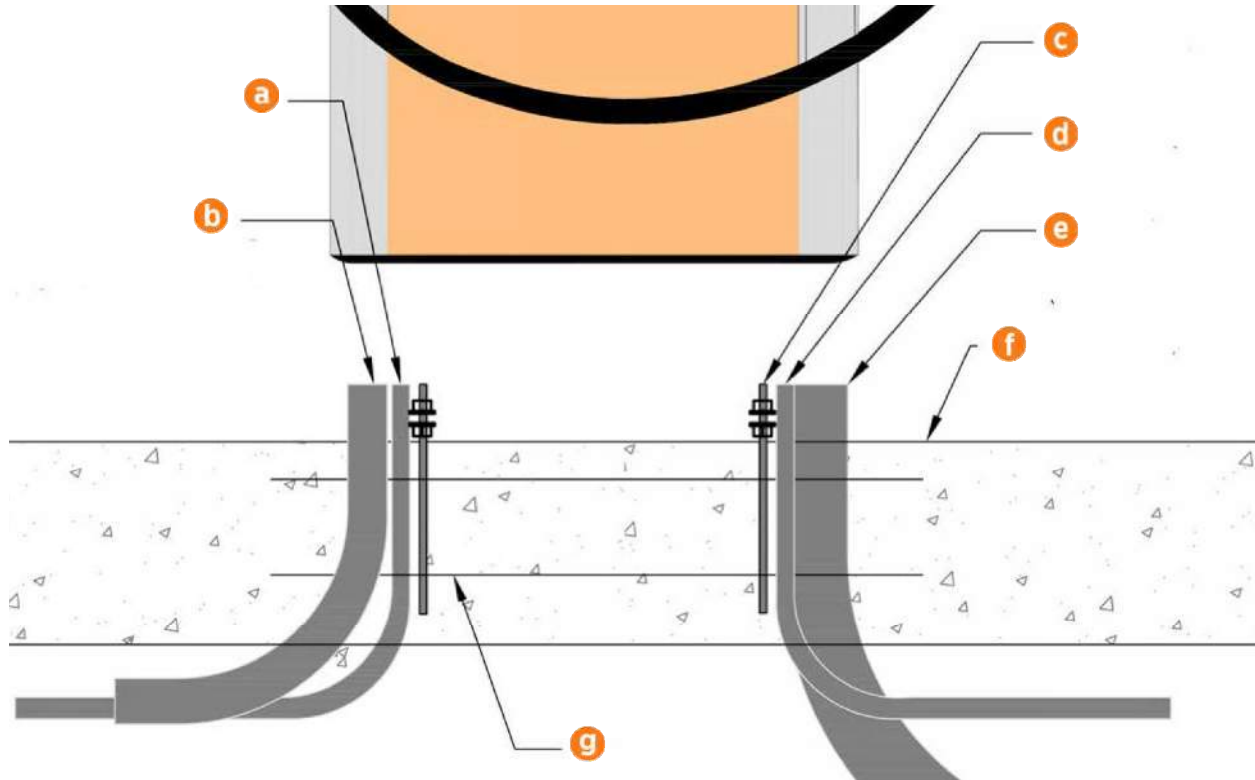
- a. Electrical panel
- b. Express 250
- c. Circuit breakers
- d. Shunt trip
- e. Control power (fused)
- f. Express 250 shunt trip terminal block (near AC terminals)

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Conduit

The outer diameter of conduit or armored cable must not exceed the sizes called out in the conduit layout drawing below. Conduit stub-ups cannot extend higher than 76.2 mm (3 in) above the surface of the concrete pad.

In regions that do not use conduit, armored cable may be laid in the same configuration to conform to the wire placement as shown in the section, “[The Express 250 Concrete Mounting Template \(page 27\)](#)”. Ensure a length of at least 61 cm (2 ft) is left free above grade at each end to allow the wiring to reach the charging station AC terminals.



- a. Shunt trip conduit: 19.1 mm (3/4 in trade size)
- b. AC conduit: 50.8 mm (2 in trade size)
- c. Anchor bolts
- d. Paired installations only: Ethernet conduit: 19.1 mm (3/4 in trade size)
- e. Paired installations only: DC conduit: 76.2 mm (3 in trade size)
- f. Concrete surface
- g. Concrete Mounting Template (embedded in concrete)

Note: Ensure no bell ends are left on any conduit after all wires are pulled. Bell ends can interfere with station placement.

Note: Depth of conduit or armored cable may vary by site. The image above does not dictate conduit depth, as long as the stub-ups are vertical and placed correctly.

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Wiring Requirements for Standalone Stations



Important: The AC terminal blocks on the Express 250 accept a maximum wire size of 35 mm² (2 AWG) solid or stranded wires. If using a larger gauge wire to accommodate a long run, reduce the wire size at the local external disconnect.

For full product specifications, refer to the *Express 250 Data Sheet*. Using that data, ensure that the installation location is equipped with service wiring that supports the Express 250's power requirements:

- Neutral conductor as required by region (a Neutral connection is not required for equipment operation and the terminal is provided for convenience only)
- Shunt trip wiring: size 0.08 to 2.5 mm² (28 to 14 AWG), fine stranded or solid
- AC conductors (L1, L2, L3) and ground per the following specifications:

Voltage Rating	Temperature Rating	Maximum Conductor Size for Terminals
EU non-armored: 600/1000 V	90°C	35 mm ²
EU armored: 600/1000 V	90°C	35 mm ² multi-core
NA: 600 V	90°C	2 AWG

Additional Wiring Requirements for Paired Stations



Important: The DC terminal blocks on the Express 250 can accept a maximum wire size of 120 mm² (4/0 AWG). Check site plans and local code for site-specific requirements.

For stations that will be installed as Paired, follow all AC wiring requirements above as well as the following additional wiring.

Note: Be sure to acquire, or alert the installer to acquire, lugs in advance of the site visit. Contact ChargePoint in advance if help is required to obtain lugs.

- Ethernet wiring for DC:
 - Minimum of CAT5e or better
 - Outdoor or plenum rated wiring
 - Maximum run length of 100 m (328 ft)
 - Leave 3.2 m (10.5 ft) of wire above grade at each end
 - Field crimp using straight-through pattern 568B

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- DC conductors (x4):

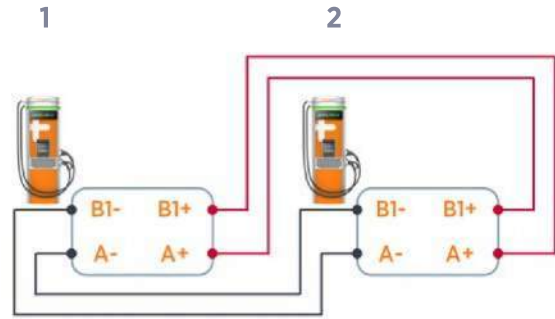
Voltage Rating	Temperature Rating	Maximum Conductor Size for Terminals	Insulation Type
EU non-armored: 600/1000 V	90°C	120 mm ²	XLPE
EU armored: 600/1000 V	90°C	120 mm ² 4-core and cable gland sized to local code (such as Cablecraft CCG-CW50 or similar)	XLPE
NA: 1000 V	90°C	4/0 AWG	XHHW-2

- **NOTE:** 95 mm² (3/0 AWG) is sufficient for most sites unless ambient temperatures are $\geq 40^{\circ}\text{C}$ per regional code (ASHRAE Table D101 Summer Dry Bulb Temperature for North America or IEC 60364-5-54 in Europe)
- 2 positive and 2 negative conductors; 1 positive and 1 negative in each direction
- USA/Canada: Copper only, minimum current carrying capacity 160 A
- EU/UK: Rated at 1000 V conductor to conductor (+/-500 V conductor to ground, LV), copper only, minimum current carrying capacity 160 A
- DC cable run must be continuous, with no joints or splices
- Consult site drawings for site-specific conductor size and length (Appendix A provides conductor size calculation examples for reference)
- Leave 61 cm (2 ft) of each conductor above grade at each end
- DC lugs (x4):
 - Silver plated copper compression lug (2-hole specified for North America); tin plated is acceptable if used with dielectric grease
 - Holes for an M6 (1/4 in) stud at 19 mm (3/4 in) stud hole spacing
 - Maximum width 30 mm (1.18 in)
 - **NOTE:** 95 mm² (3/0 AWG) is sufficient for most sites unless ambient temperatures are $\geq 40^{\circ}\text{C}$ per regional code (ASHRAE Table D101 Summer Dry Bulb Temperature for North America or IEC 60364-5-54 in Europe)
 - North America lug size: 3/0 or 4/0 AWG
 - Example UK/EU lugs for average conductor size are Weidmuller 1494410000 120 mm² or similar (always review the lug manufacturer's instructions for crimper tool and die compatibility)
 - Contact ChargePoint if the installer requires lugs for 3/0 (kit 99-002644) or 4/0 (kit 99-002645) conductors

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When DC conductors are pulled through conduit, label each end of each DC conductor to aid installation as follows:

- “Station 1 A+” on one end and “Station 2 B1+” on the other end
- “Station 1 A-” on one end and “Station 2 B1-” on the other end
- “Station 1 B1+” on one end and “Station 2 A+” on the other end
- “Station 1 B1-” on one end and “Station 2 A-” on the other end



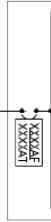
CAUTION: Be sure to connect positive to positive, and negative to negative, on the same wire. Do not reverse the polarity.

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Wiring Diagram

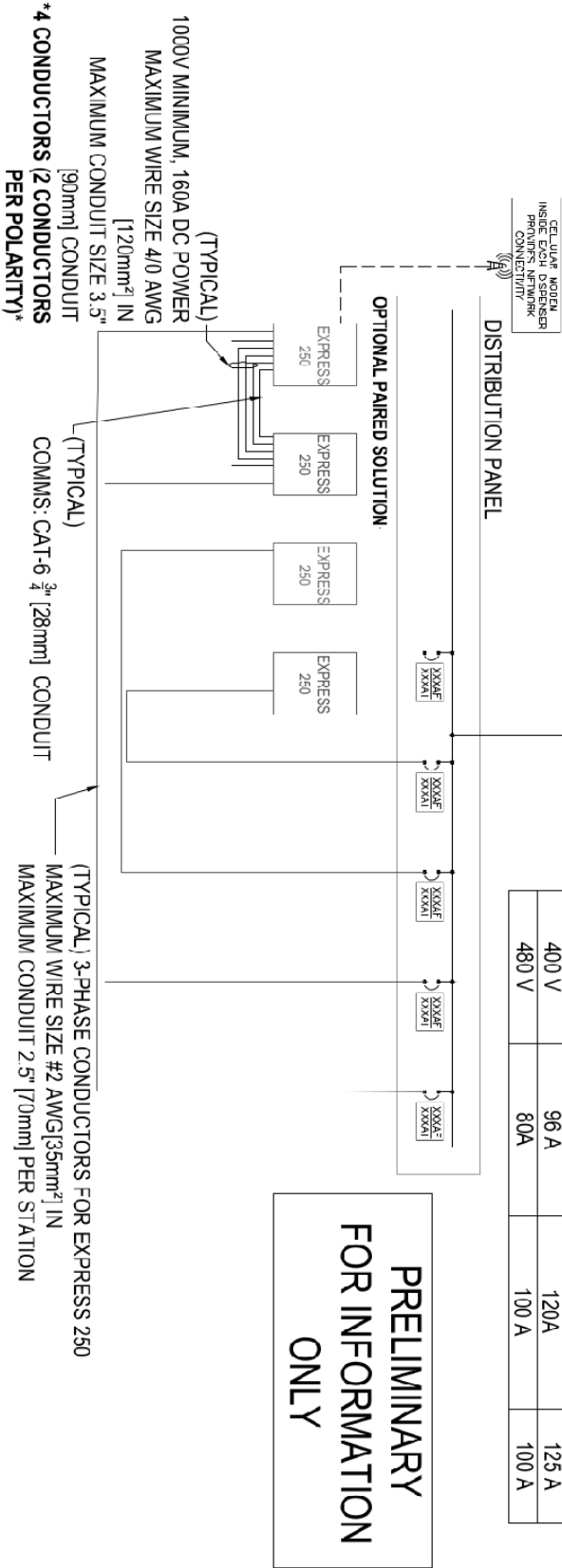
GENERAL NOTES:
 ALL OCPDS, CONDUCTOR AND CONDUIT SIZES STATED HERE ARE PROVIDED BY CHARGEPOINT FOR REFERENCE ONLY. SITE SPECIFIC WIRE SIZING SHALL BE PERFORMED BY THE INSTALLATION CONTRACTOR TAKING INTO ACCOUNT SITE SPECIFIC CONDITIONS AND LOCAL CODES AND STANDARDS.
 CONDUCTORS LANDING ON CHARGEPOINT EQUIPMENT SHALL BE COPPER.

(E) HOST SWITCHBOARD



EXPRESS 250 BREAKER SELECTION			
NOMINAL VOLTAGE	MAX AC CURRENT	125% x CONTINUOUS LOAD	BREAKER SIZE
400 V	96 A	120A	125 A
480 V	80A	100 A	100 A

NOTES: EXPRESS 250
 1 SET OF PAIRED EXPRESS 250'S, EACH CONTAINING (2) 31.25KW POWER MODULES
 2 x EXPRESS 250 EACH CONTAINING (2) 31.25KW POWER MODULES



**PRELIMINARY
 FOR INFORMATION
 ONLY**

Cellular Connectivity

A consistently strong cellular signal is needed before installers can activate the station. Do not rely on cell phone applications to measure cellular signals when conducting site surveys. Ensure the signal at the installation site is consistently strong. If RSRQ is measured at -10 dB or better, then RSRP can be -90 dBm or better. If RSRQ cannot be measured or is not adequate, RSRP must be -85 dBm or better.

Note that these numbers are all negative, so -70 dBm is stronger than -85 dBm, and -90 dBm is weaker. Use a cellular signal detection device (such as a Snyder, Octopus, or equivalent) to take signal strength readings at the exact proposed charging station locations.

If the signal is below -85 dBm, take cellular readings at the location where a cellular signal booster antennas will be installed, to ensure enough signal exists to be boosted. Install repeaters to boost the strength of the cellular signals. Repeaters are often required when installing charging stations in an underground garage or enclosed parking structure.

When repeaters are needed to boost signal, ChargePoint strongly recommends installing multi-carrier and multi-band units where allowed by local code. Weak or sporadic signal can affect crucial aspects of the charging station, including: accuracy in reporting, ability for drivers to use their mobile app, ability for customer support to troubleshoot problems, and support for advanced features such as Power Management or Waitlist. Strong signal is also required for the Assure maintenance and management program.

Note: Do not use microcells or femtocells, as they are inadequate for this use case.

In the US, the Express 250 supports AT&T 4G/LTE. There must be viable AT&T signal on one or more of the supported bands listed below. For other regions, contact your ChargePoint representative for more detail on carrier support.

- LTE 1900 (B2)
- LTE 1700 (B4)
- LTE 850 (B5)
- LTE 700 (B17)
- LTE 700 (B13)

The Express 250 Concrete Mounting Template 4

The Express 250 is a DC fast charging station for electric vehicles. The default Express 250 installation requires service wiring to be installed underground and run to a concrete pad. (If a site requires surface mounting, contact ChargePoint before beginning work, to obtain an approved surface installation method.) The ChargePoint Express 250 Concrete Mounting Template (CPE250-CMT) correctly aligns anchor bolts and conduit openings to ensure the Express 250 can be easily installed and connected.



WARNING: Use of a ChargePoint approved mounting method, such as the CPE250-CMT, is required for safe installation of the Express 250. Failure to use an approved mounting method may result in a risk of tip-over, which can cause death, personal injury, or property damage, and will void the Limited One-Year Parts Exchange Warranty.

The CPE250-CMT, available from ChargePoint, includes:

- 16 mm (5/8 in)-11 thread, 305 mm (12 in) long threaded mounting bolts with plastic caps on one end
- 16 mm (5/8 in) nuts
- 16 mm (5/8 in) washers
- Printed specification detailing how to position an assembled CPE250-CMT in the concrete

Note: You must order the CPE250-CMT separately, with sufficient lead time before the site preparation. This kit is not included with the ChargePoint Express 250 charging station.

Bring Tools and Materials

In addition to the CPE250-CMT kit, the site construction team needs:

- Digging tools (shovel, spade, etc.)
- Materials to prepare the form for pouring concrete
- Concrete as specified by site drawings
- Rebar as specified by site drawings
- 24 mm (15/16 in) wrench (x2)
- Pliers to adjust the guide fingers on the CMT conduit openings (if needed)
- Level
- Cut-resistant gloves
- Conduit, ducting, or armored cable in the amounts and types specified by site drawings, that complies with local code (see the rest of this document for conduit sizes and routing)

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CPE250-CMT Overview

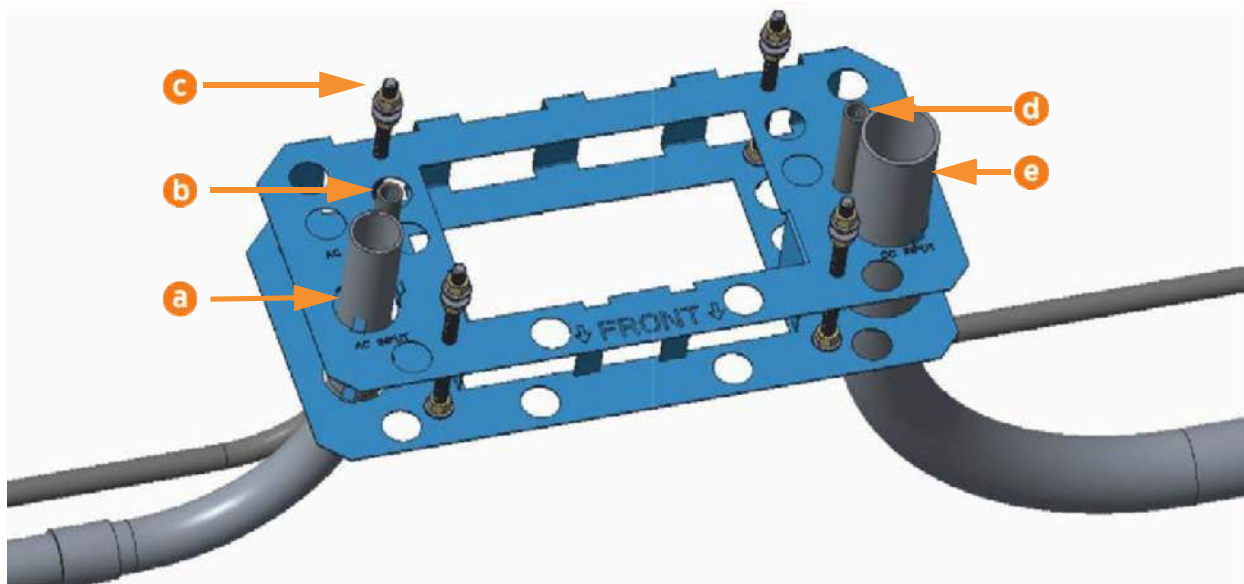
The Express 250 is a DC fast charging station for electric vehicles. It converts three-phase power from its associated building (callout a in the image below) to DC power to charge the vehicle. A ground conductor also runs in conduit a. Shunt trip wiring (b, optional) is run from the station to the breaker panel to automatically shut down the station if a fault or hazard is detected, such as a damaged cover panel or impact from a vehicle.

If two Express 250 stations are “paired”, they share DC power to allow faster (higher amperage) charging to a vehicle as needed. In this case, DC conductors (d) are run between the stations, as is an Ethernet wire (c) for communication.

Note: Each Express 250 communicates with ChargePoint using a cellular network. No communication wiring is needed between the station and the building.

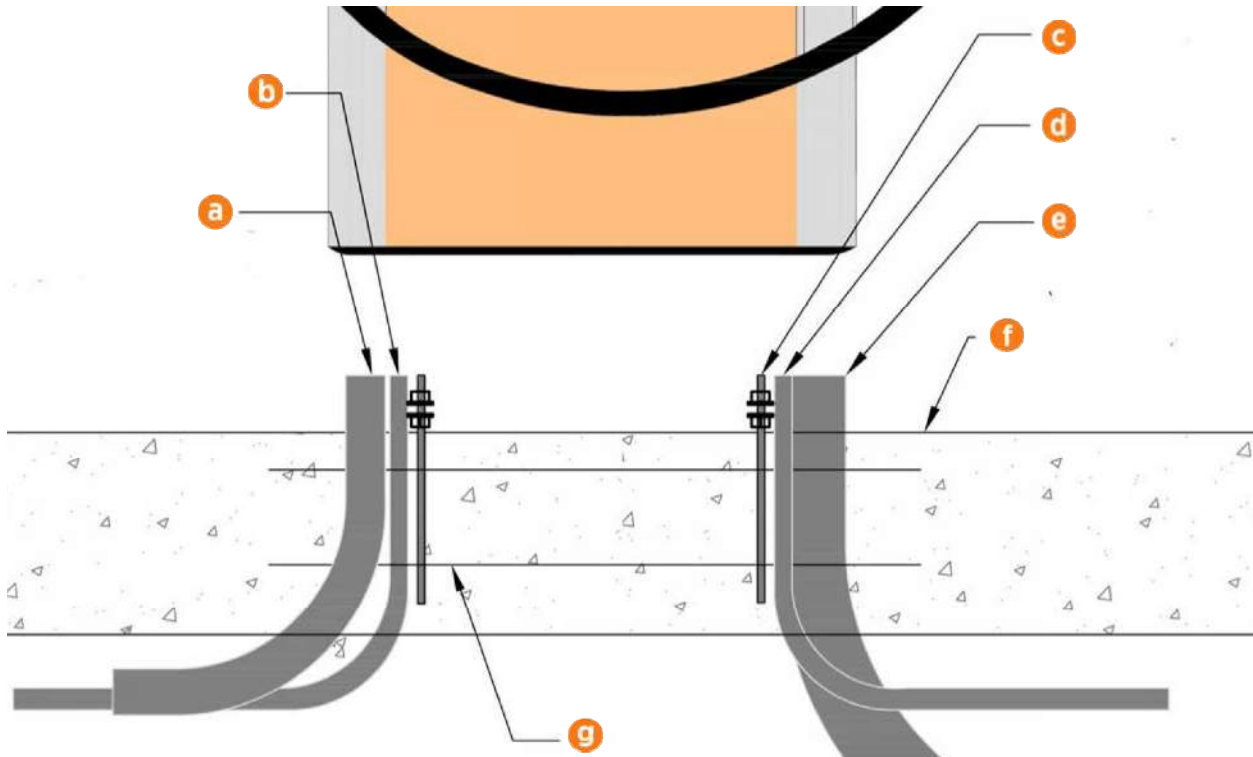
An assembled CPE250-CMT template is shown below with the positions of all conduit and anchor bolts.

Note: A separate CPE250-CMT is required for each charging station (two per Paired installation).



- a. AC conduit
- b. Shunt trip conduit
- c. Anchor bolts (x4)
- d. Ethernet conduit (Paired installations only)
- e. DC conduit (Paired installations only)

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- a. AC conduit from the left side of each station to the breaker panel (possibly with an AC disconnect switch in the circuit): 50.8 mm (2 in trade size)
- b. Shunt trip conduit from the left side of each station to the breaker panel: 19.1 mm (3/4 in trade size)
- c. Anchor bolts (x4)
- d. **Paired installations only:** Ethernet conduit between the two stations to be paired, right side to right side: 19.1 mm (3/4 in trade size)
- e. **Paired installations only:** DC conduit between the two stations to be paired, right side to right side: 76.2 mm (3 in trade size)
- f. Concrete surface
- g. Concrete Mounting Template (embedded in concrete)

Note: Ensure no bell ends are left on any conduit after all wires are pulled. Bell ends can interfere with station placement.

Note: Depth of conduit or armored cable may vary by site. The image above does not dictate conduit depth, as long as the stub-ups are vertical and placed correctly.

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Assemble the CPE250-CMT



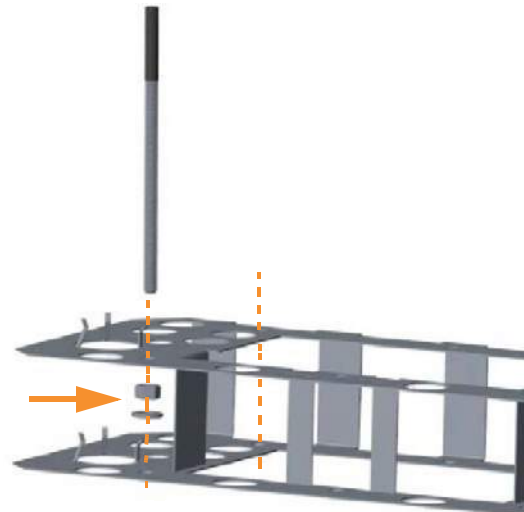
CAUTION: The CPE250-CMT can have sharp edges. Wear cut-resistant gloves.



Important: Although the CPE250-CMT was originally designed for six anchor bolts, only the four corner anchor bolts are required for station stability. Newer charging stations are designed to only use the four corner anchor bolts.

Before pouring concrete, assemble the CPE250-CMT with its anchor bolts, washers, and nuts.

1. Holding a mounting bolt by its plastic cap, insert the bare end into a corner bolt hole in the top plate of the template.
2. Before inserting the bolt through the bottom plate of the template, thread a nut onto the bolt and add a washer as shown.
3. Ensure the plastic cap is pressed fully down on the bolt.



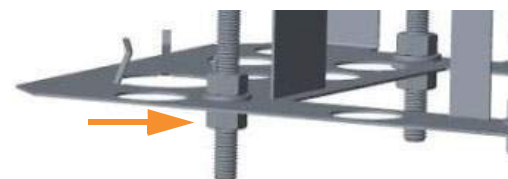
4. Holding the bottom nut and washer flush against the top surface of the bottom plate, thread the bolt onto the nut until the distance between the bottom of the plastic cap and the surface of the top plate is 51 mm (2 in).
5. Repeat Steps 1 to 4 for the remaining three corner bolts.

51 mm (2 in)



Note: Do not insert bolts into the center two holes. Only the four corner bolts are required for system stability.

6. Secure a second washer and nut onto the bottom of each bolt until it is flush with the bottom surface of the bottom plate. Torque each nut to 5.6 Nm (50 in-lb).



Install the CPE250-CMT



WARNING: Failure to install the ChargePoint® charging station in accordance with these instructions and all local building practices, climate conditions, safety standards, and all applicable codes and ordinances may lead to risk of death, injury, or property damage, and will void the Limited One-Year Parts Exchange Warranty.

1. Trench and excavate an opening to accommodate the wiring conduit and the concrete mounting pad that meets local codes and requirements, per site drawings.
2. Run conduit to each station as needed. If the stations will be Paired, run DC and Ethernet conduit between stations as well.
3. Build the form and lay rebar for the foundation.



Important: It is critical that the conduits are positioned properly and plumb. The tolerance where the conduits enter the station is 2 mm (1/16 in).

4. On the CPE250-CMT, locate the “FRONT” marking and the conduit guide fingers. Position the conduit guide fingers facing up.
5. Place the assembled CPE250-CMT so that the “FRONT” marking aligns with the specified front of the station.
6. Slide the CPE250-CMT over the conduit stub-ups until the top surface of the template is positioned 50.8 mm (2 in) below where the top surface of the concrete will be when poured. The surface of the concrete must align with the bottom of the plastic caps.
 - Carefully press the CPE250-CMT down onto the conduit to avoid flexing it.
 - Ensure the conduits are plumb.
 - Use a level to check that the CPE250-CMT is level from front to back and from side to side.
7. Tie or shim the CPE250-CMT to the rebar to prevent movement during concrete pouring.



Important: Before pouring concrete, the CPE250-CMT and the conduit must be secured in place to prevent them from rising or floating out of position while the concrete is poured and curing.

8. Pour the concrete.

Note: Make sure the concrete surface between the conduits is completely level and free of any irregularities.

9. Complete the *Construction Signoff Form* provided by ChargePoint to verify that the site is correctly completed and ready for product installation.

Examples of Express 250 Paired A Wire Sizing

The required DC wire gauge varies based on the specific site. Use these example scenarios to help you determine the correct wire gauge for your site.



Important: These scenarios are only examples, and are not intended to replace an assessment by a local electrician. Always follow all applicable local and national codes and requirements. A site drawing should be engineered for your specific site to reduce installation costs and ensure compliance with local codes.

DC Interconnection, Example Calculation: Newark, NJ

Assumptions:

- Breaker and equipment terminal rating minimum 75°C
- Electric Vehicle Charging Equipment rated for continuous duty per Article 625.41
- Maximum 50°C ambient rating
- Installation location: Newark, NJ, USA
- 90°C rated wire required
- Maximum station DC output/input current: 160 A
- Four conductors in conduit, only two current carrying conductors

The continuous duty derating per 625.41 is 160×1.25 , or 200 A.

From the Appendix D ASHRAE, the table summer design temperature is 91°F for Newark, NJ.

Temperature derating from 2017 NEC Table 310.15(B)(2)(a) based on 30°C the derating factor for 91°F and 90°C rated wire is 0.96 (87-95°F row).

From the 90°C column of NEC Table 310.15(B)(16), a 3/0 copper conductor has an ampacity of 225 A.

Applying the temperature derating factor, $225 \times 0.96 = 216$ A

200 A is the minimum rated ampacity this conductor must have per the NEC to prevent potential insulation damage and provide the ability of the conductor to dissipate heat caused by the current flow. After the temperature derating calculation, the resulting 216 A is greater than the 200 A required.

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A 3/0 copper conductor has an ampacity of 200 A at 75°C, which is the ampacity column required for equipment rated 100 A or greater per NEC 110.14(C)(1)(b). If, following the derating from the 90°C column, the resultant ampacity of the 3/0, 90°C wire is equal to or greater than the ampacity rating of the same size conductor in the 75°C, the conductor is permitted.

From NEC table 310.15(B)(16) in 90°C column, after the derating, the 3/0 conductor ampacity is 216 A which is greater than the minimum required 200 A. Thus the permitted copper conductor size is 3/0.

The permission to use the 90°C ampacity for ambient temperature adjustment comes from the general requirement in 110.14(C); Conductors with temperature ratings higher than specified for terminations shall be permitted to be used for ampacity adjustment, correction, or both.

AC Mains Input Wiring, Example Calculation: Phoenix, AZ

Assumptions:

- Breaker and equipment terminal rating minimum 75°C
- Continuous duty equipment
- Maximum 50°C ambient rating
- Installation location: Phoenix, AZ, USA
- 90°C rated wire required
- 480 VAC Input, 3 phase, no neutral
- Maximum station AC input rating: 80 A
- Three current carrying conductors in conduit

The continuous duty derating per 625.41 is 80×1.25 , or 100 A.

From the Appendix D ASHRAE table, the summer design temperature is 107°F for Phoenix, AZ.

Temperature derating from 2017 NEC Table 310.15(B)(2)(a) based on 30°C the derating factor for 107°F and 90°C wire is 0.87 (from the 105-113°F row).

The allowable ampacity for a #3 AWG 90°C copper conductor per NEC Table 310.15(B)(16) is 115.

Applying the temperature derating factor from Table 310.15(B)(2)(a), $115 \times .87 = 100.05$ A.

100 is the minimum ampacity this conductor must have per the NEC to prevent potential insulation damage and provide the ability of the conductor to dissipate heat caused by the current flow. After the derating is applied, the resulting ampacity of 100.05 A is greater than the 100 A required.

A #3 AWG copper conductor is rated at 100 A at 75°C, which is the ampacity column required for equipment rated 100 A or greater per NEC 110.14(C)(1)(b). However in this case, the equipment is only rated to 80 A. Since the equipment is listed and identified with a 75°C termination rating, we can use NEC Section 110.14(C)(1)(a)(3). As long as after derating from the 90°C column of table 310.15(B)(16) the resultant ampacity is equal to or greater than the ampacity rating of the conductor in the 75°C column, the #3 AWG conductor is permitted.

From NEC table 310.15(B)(16) in 90°C column, after the derating, the conductor ampacity is

APPENDIX 1

100.05 A, which is greater than the minimum required 100 A. Thus the permitted conductor size is 3 AWG.

The permission to use the 90°C ampacity for ambient temperature comes from the general requirement in 110.14(C); Conductors with temperature ratings higher than specified for terminations shall be permitted to be used for ampacity adjustment, correction, or both.

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Limited Warranty Information and Disclaimer

The Limited Warranty you received with your Charging Station is subject to certain exceptions and exclusions. For example, your use of, installation of, or modification to, the ChargePoint® Charging Station in a manner in which the ChargePoint® Charging Station is not intended to be used or modified will void the limited warranty. You should review your limited warranty and become familiar with the terms thereof. Other than any such limited warranty, the ChargePoint products are provided "AS IS," and ChargePoint, Inc. and its distributors expressly disclaim all implied warranties, including any warranty of design, merchantability, fitness for a particular purposes and non-infringement, to the maximum extent permitted by law.

Limitation of Liability

CHARGEPOINT IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO THE CHARGING STATION WILL NOT EXCEED THE PRICE YOU PAID FOR THE CHARGING STATION. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

FCC Compliance Statement

This equipment has been tested and found to comply with the limits for a Class A digital device pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the manufacturer's instruction manual, may cause harmful interference with radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case, you will be required to correct the interference at your own expense.

Important: Changes or modifications to this product not authorized by ChargePoint, Inc., could affect the EMC compliance and revoke your authority to operate this product.

Exposure to Radio Frequency Energy: The radiated power output of the 802.11 b/g/n radio and cellular modem (optional) in this device is below the FCC radio frequency exposure limits for uncontrolled equipment. The antenna of this product, used under normal conditions, is at least 20 cm away from the body of the user. This device must not be co-located or operated with any other antenna or transmitter by the manufacturer, subject to the conditions of the FCC Grant.

Industry Canada

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

FCC/IC Compliance Labels

Visit chargepoint.com/labels/

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chargepoint.com/support

75-001387-01 r1

CP6000 Construction Signoff Form

Submit this form and required photos to installdispatch@chargepoint.com. Review datasheets, site design, and installation guides defining ChargePoint specifications at: chargepoint.com/guides.

IMPORTANT: All installations must comply with local and regional code. ChargePoint provides concrete pad guidance in the [CP6000 Site Design Guide](#) that is applicable for most sites; however, pad sizes may vary. Ensure site drawings have been completed and approved by a structural engineer for this site.

Customer Information	
Customer name	
Customer contact name	
Customer contact phone	
Customer contact email	

Site Information	
Street and number	
City	
State	
Country	
Zip code	
Number of chargers to be installed	
Expected start of construction works	
Expected installation and commissioning date	

Site Contractor Information	
Contractor type	ChargePoint designated <input type="checkbox"/>
	Customer designated <input type="checkbox"/>
Contractor company name	
Contractor site lead name	
Contractor site lead phone	
Contractor site lead email	

Installer Information	
Installer type	ChargePoint recommended <input type="checkbox"/>
	Customer recommended <input type="checkbox"/>
Installation company name	
Installer contact name	
Installer contact phone	
Installer contact email	

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Note: If the station installer arrives to install the charging station and finds these items incomplete, you will incur a separate re-dispatch fee.

Take the following photos for each location throughout the site construction process.

Required Pictures	
1. All trenching completed and conduit/ducting is in place.	
2. Concrete pad completed, showing anchor bolts and duct or conduit stub-ups in place. -or - Wall station location with flex conduit and wire for each station.	
3. Overall space around each mounting location, showing all service clearances are available.	
4. The electrical panel's specification label, to show total panel configuration and capacity.	
5. Open electrical panel with the dead front panel removed, showing terminations.	
6. The open electrical panel with the dead front panel on, showing breaker amperage ratings and labels for CP6000 connections.	
7. CP6000 charging station sites are oriented correctly. The front of the station must face the path of travel, for example.	
8. Circuit capacity.	

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Civil Work, Pedestal Mount

ChargePoint recommends:

1. The concrete pad was designed and approved by a structural engineer for this specific site, or supports these specifications:

- Concrete 2,500 PSI minimum - Follow concrete manufacturer mix recommendations
- At least 600 mm (24 in) on each side, including depth
- Follows one of the three recommended pedestal patterns in the Site Design Guide:

In front of a curb 900 mm (3 ft) x 2

Area: 0.42 m² (4.5 ft²)

Volume: 0.26 m³ (9 ft³)

Behind a curb in a planter or berm 600 mm (2 ft) on each side

Area: 0.37 m² (4 ft²)

Volume: 0.23 m³ (8 ft³)

Two stations back to back, centered between four spaces 900 mm (3 ft) on each side

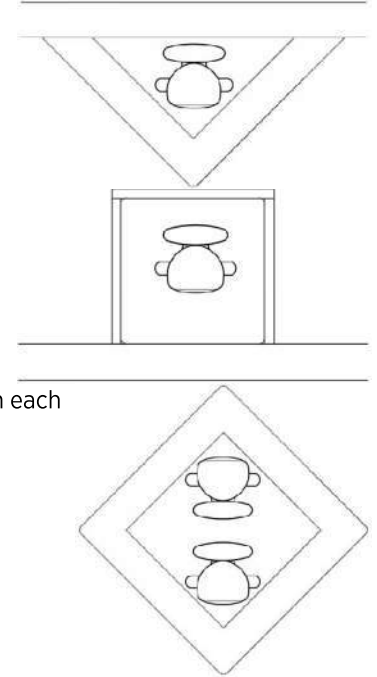
Area: 0.84 m² (9 ft²)

Volume: 0.51 m³ (18 ft³)

-or-

Existing concrete with:

- A minimum concrete volume of 0.23 m³ (8 ft³)
- A minimum concrete depth of least 150 mm (6 in) thick
- Mounting bolts or chemical anchors (not expanding bolts) positioned at least 153 mm (6 in) from the edges of the pad when measured from the center of any bolt



2. Three anchor bolts must extend 60 mm (2 1/3 in) but not more than 100 mm (4 in) above the concrete, with two bolts in the front and one bolt behind the duct or conduit stub-up. Bolts are plumb and secure in concrete or epoxy.

3. The center of the duct or conduit stub-up for a pedestal mount station with a CMK is at least 245 mm (9.65 in) from obstructions to the rear.

4. Ducts or conduit stub-ups measure between 152 mm (6 in) and 590 mm (2 ft) above grade.

5. Ensure any site slopes, walls, or fencing do not trap water around the charging station installation site. The system is only built to withstand water to the height of the duct or conduit stub-up.

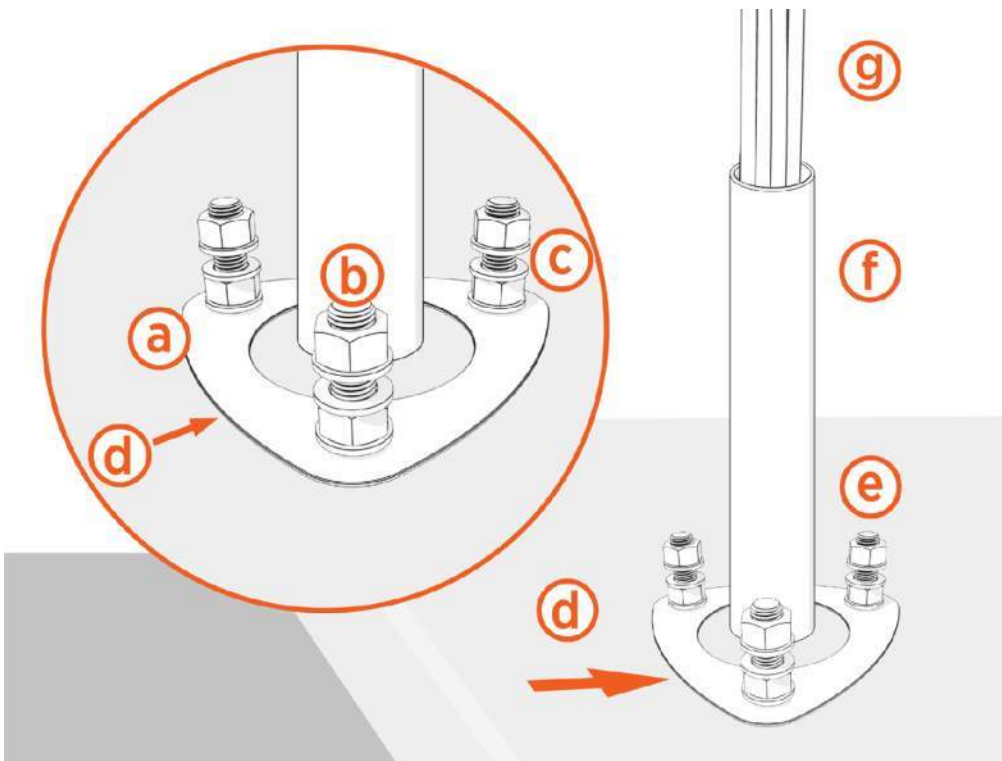


IMPORTANT: You must use a ChargePoint CP6000 Concrete Mounting Template (CMT) for pedestal mount station installations. Refer to the CP6000 Site Design Guide on [chargepoint.com/guides](https://www.chargepoint.com/guides) for more information.

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You should see the following:

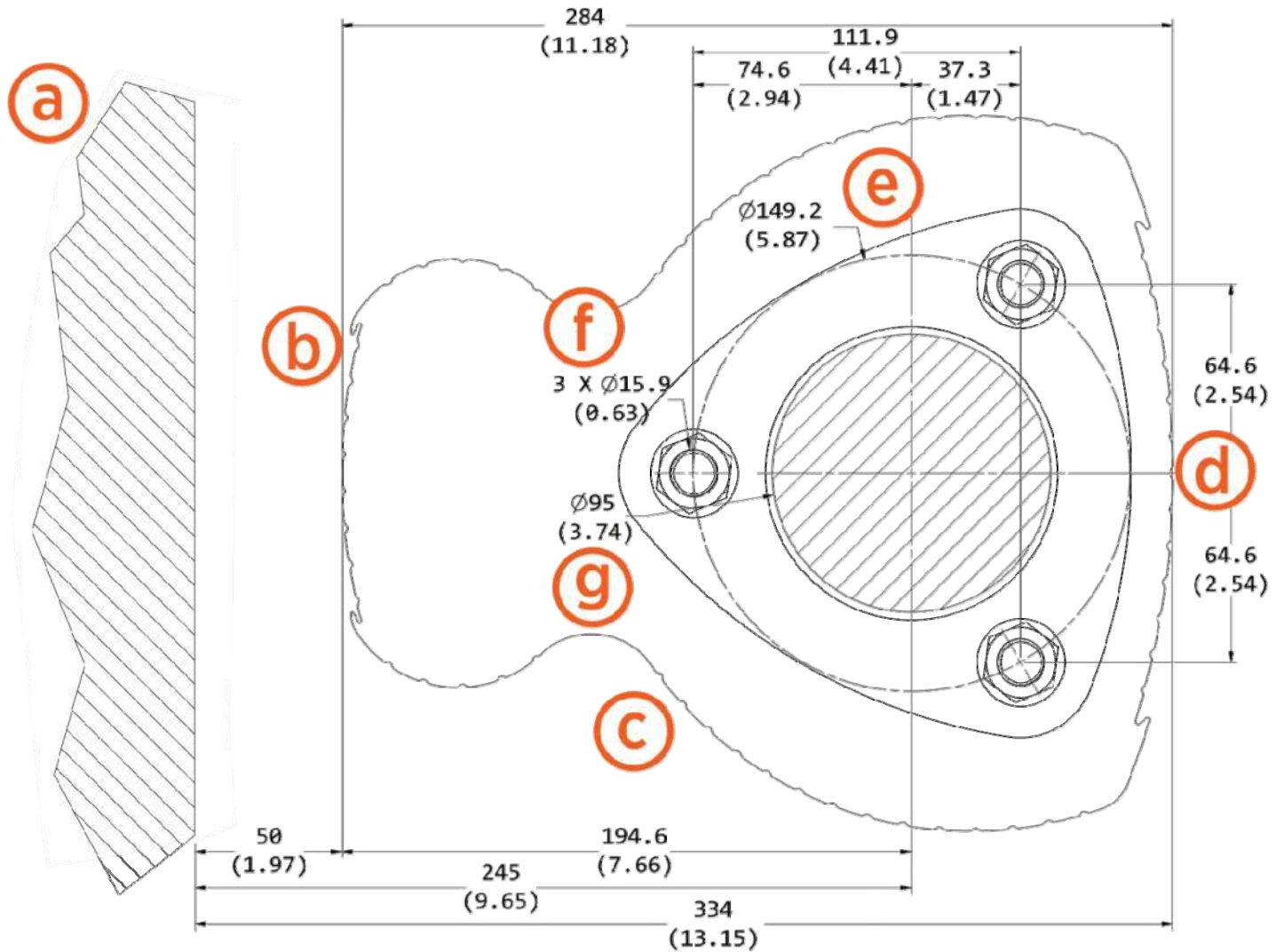
- a. Concrete mounting template
- b. Three bolts set into concrete
- c. Two nuts and three washers on each bolt
- d. Template front
- e. Bolts extending 60 mm (2 1/3 in) to 100 mm (4 in)
- f. Conduit stub-up measuring 152 mm (6 in) to 590 mm (2 ft)
- g. Approximately 1.5 m (5 ft) of service wiring
- h. CPF50 adapter cover (only if replacing CPF50)



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Pedestal Mount With CMK

Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).

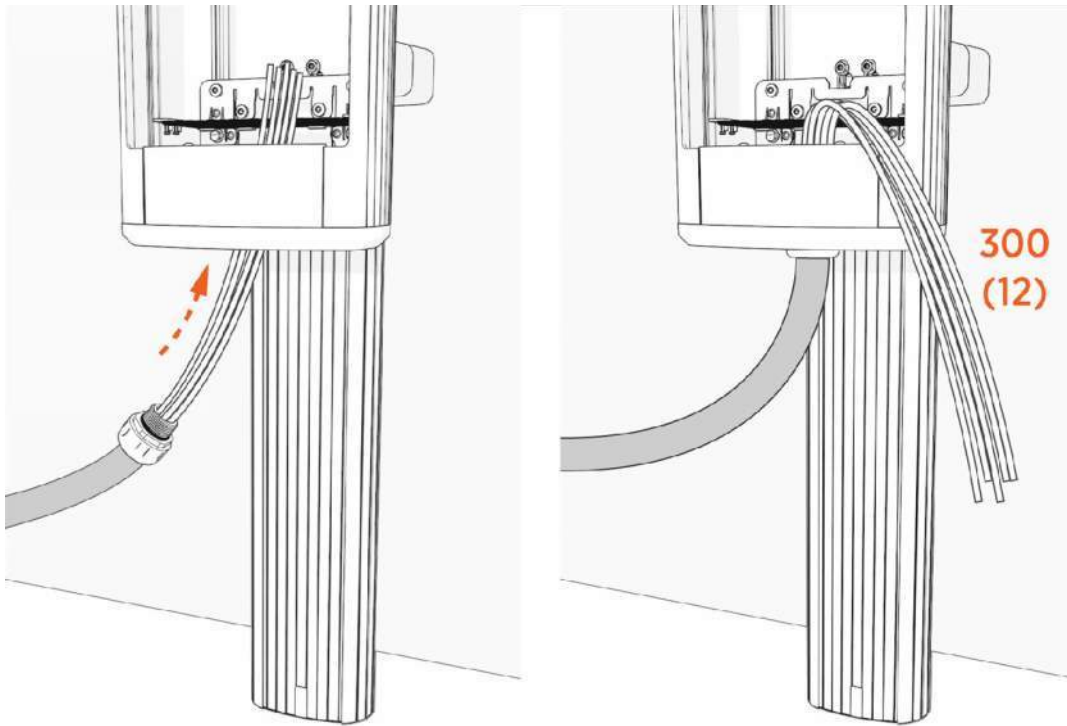


- a. Wall
- b. CMK footprint
- c. Pedestal footprint
- d. Front
- e. Bolt circle
- f. Bolt or anchor
- g. Conduit stub-up within this area (new concrete only)

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Civil Work, Wall Mount

1. Conduit brings wire to the station.
Conduit diameter must be at least 19 mm (3/4 in) and cannot exceed 38 mm (1 1/2 in). If larger capacity is required, create two entry points, one on either side of the station, for parallel conductors.
2. The length of wire available from the end of the conduit or the wall mount base needs to be at least 300 mm (12 in).
Note: Measurements appear in metric units (mm), followed by imperial equivalents (inches).

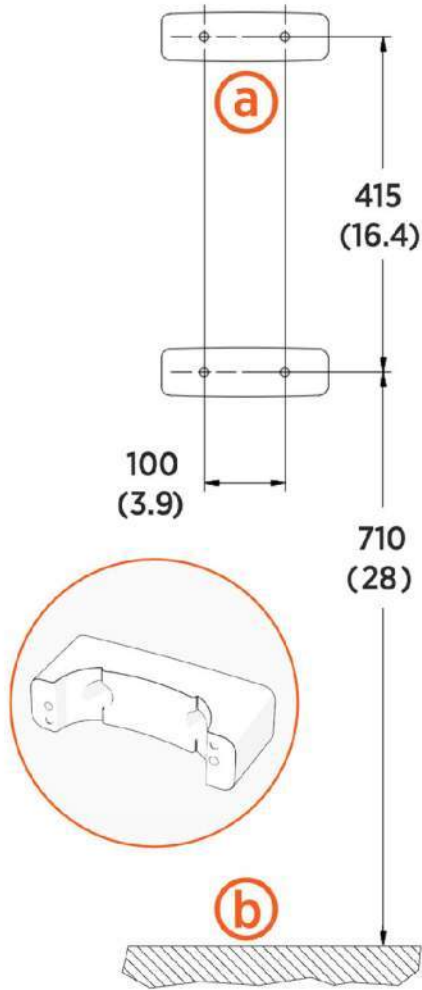


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Wall Mount Bracket Hole Locations

Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).

- a. Wall mount brackets
- b. Ground level



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Electrical Work	Select/Value								
Electrical infrastructure has been completed in accordance with all applicable codes and ChargePoint specifications.									
Each of these types of non-GFCI circuit breakers feeds each port. Select the applicable configuration.									
Breaker type feeding each port									
Two pole non-RCD overcurrent protection									
One pole non-RCD overcurrent protection (circuit sharing)									
Circuit breaker rating:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">20 A</td></tr> <tr><td style="text-align: center;">30 A</td></tr> <tr><td style="text-align: center;">40 A</td></tr> <tr><td style="text-align: center;">50 A</td></tr> <tr><td style="text-align: center;">60 A</td></tr> <tr><td style="text-align: center;">70 A</td></tr> <tr><td style="text-align: center;">80 A</td></tr> <tr><td style="text-align: center;">100 A</td></tr> </table>	20 A	30 A	40 A	50 A	60 A	70 A	80 A	100 A
20 A									
30 A									
40 A									
50 A									
60 A									
70 A									
80 A									
100 A									
Each circuit breaker is new or in good working order.	<input type="checkbox"/>								
Check each connection and ensure each one is clean and torqued to specifications.	<input type="checkbox"/>								
Breakers in the panel are labeled correctly.	<input type="checkbox"/>								
System neutral is bonded.									
The transformer nameplate shows that wiring is Wye(Y) connected, 3-phase or single phase with bonded neutral plus Ground. Note: Delta (floating or grounded) configuration is not supported.									
Specifications for wire used: Type AWG/mm ² Insulation type Voltage rating Temperature rating	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table>								

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Network Connectivity			
Validate Mobile Network and Carrier availability. 2G is only applicable for early version stations.			
If applicable, 4G Signal RSSP should be better than -90dB. A minimum of -85dB is recommended for good connectivity and smooth operation.			
Carrier name	4G (dBI)	3G (dBI)	2G (dBI)
1.			
2.			
3.			
Note: For 3G and 2G, is a signal repeater necessary? Are the readings in the table outside an acceptable range? The installation of signal repeaters is recommended for areas with poor cellular connectivity.			

Accessibility

Comply with regional accessibility laws, regulations, and ordinances. The charging station must not block ramps or pathways and the height of the interactive display cannot exceed the maximum height as dictated by local laws.

Signage

Refer to local and regional code to design the following elements for the site:

- Any required re-striping of parking spaces
- EV or Accessible EV signs
- EV or Accessible EV paint markings on and around the parking spaces

Site Comments

I, _____ hereby certify that the scope of work in this form has been correctly completed.

Signature	Date



chargepoint.com/support

75-001507-01 r1



CP6000

Networked Charging Station

Site Design Guide





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IMPORTANT SAFETY INSTRUCTIONS

SAVE THESE INSTRUCTIONS

WARNING:

- 
1. **Read and follow all warnings and instructions before servicing, installing, or operating the ChargePoint® charging station.** Install and operate only as instructed. Failure to do so may lead to death, injury, or property damage, and will void the Limited Warranty.
 2. **Only use licensed professionals to install your ChargePoint charging station and adhere to all national and local building codes and standards.** Before installing the ChargePoint charging station, consult with a licensed contractor, such as a licensed electrician, and use a trained installation expert to ensure compliance with local building and electrical codes and standards, climate conditions, safety standards, and all applicable codes and ordinances. Inspect the charging station for proper installation before use.
 3. **Always ground the ChargePoint charging station.** Failure to ground the charging station can lead to risk of electrocution or fire. The charging station must be connected to a grounded, metal, permanent wiring system, or an equipment grounding conductor shall be run with circuit conductors and connected to the equipment grounding terminal or lead on the Electric Vehicle Supply Equipment (EVSE). Connections to the EVSE shall comply with all applicable codes and ordinances.
 4. **Install the ChargePoint charging station on a concrete pad using a ChargePoint-approved method.** Failure to install on a surface that can support the full weight of the charging station can result in death, personal injury, or property damage. Inspect the charging station for proper installation before use.
 5. **This charging station is not suitable for use in Class 1 hazardous locations, such as near flammable, explosive, or combustible vapors or gases.**
 6. **Supervise children near this device.**
 7. **Do not put fingers into the electric vehicle connector.**
 8. **Do not use this product if any cable is frayed, has broken insulation, or shows any other signs of damage.**
 9. **Do not use this product if the enclosure or the electric vehicle connector is broken, cracked, open, or shows any other signs of damage.**
 10. **Use only copper conductor wire rated for 90 °C (194 °F).**

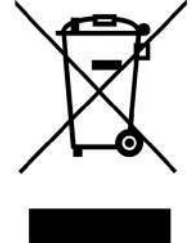


IMPORTANT: Under no circumstances will compliance with the information in a ChargePoint guide such as this one relieve the user of the responsibility to comply with all applicable codes and safety standards. This document describes approved procedures. If it is not possible to perform the procedures as indicated, contact ChargePoint. **ChargePoint is not responsible for any damages that may result from custom installations or procedures not described in this document or that fail to adhere to ChargePoint recommendations.**

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Product Disposal

Do not dispose of as part of unsorted domestic waste. Inquire with local authorities regarding proper disposal. Product materials are recyclable as marked.



Document Accuracy

The specifications and other information in this document were verified to be accurate and complete at the time of its publication. However, due to ongoing product improvement, this information is subject to change at any time without prior notice. For the latest information, see our documentation online at chargepoint.com/guides.

Copyright and Trademarks

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Symbols

This guide and product use the following symbols:



DANGER: Risk of electric shock



WARNING: Risk of personal harm or death



CAUTION: Risk of equipment or property damage



IMPORTANT: Crucial step for installation success



Read the manual for instructions



Ground/protective earth

Illustrations Used in This Document

The illustrations used in this document are for demonstration purposes only and may not be an exact representation of the product. However, unless otherwise specified, the underlying instructions are accurate for the product.



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APPENDIX 1



Site Design Guidelines 1

This document describes how to design a project site for the ChargePoint® CP6000 networked charging station for electric vehicles. This includes guidelines and best practices for electrical infrastructure and capacity planning, construction, and concrete work required prior to installation of charging stations and cellular signal requirements.

Note: CP6000 charging stations are available in several configurations. The images in this guide might not match your station exactly; however, the information is applicable unless otherwise noted.



IMPORTANT: Ensure the installation complies with all applicable codes and ordinances.

Access ChargePoint documents at chargepoint.com/guides.

Document	Content	Primary Audiences
Datasheet	Full station specifications	Site designer, installer, and station owner
Site Design Guide	Civil, mechanical, and electrical guidelines to scope and construct the site	Site designer or engineer of record
Concrete Mounting Template Guide	Instructions to embed the charging station template in a concrete pad with anchor bolts and conduit placement	Site construction contractor
Construction Signoff Form	Checklists used by contractors to ensure the site is correctly completed and ready for product installation	Site construction contractor
Installation Guide	Anchoring, wiring, and powering on	Installer
Operation and Maintenance Guide	Operation and preventive maintenance information	Station owner, facility manager, and technician
Service Guide	Component replacement procedures, including optional components	Service technician
Declaration of Conformity	Statement of conformity with directives	Purchasers and public

Initial Site Guidelines

Designing electrical infrastructure to support current and future EV charging demand can help avoid costly upgrades later as EV adoption grows.

Complete an on-site evaluation to determine conduit and wiring requirements from the panel to the proposed parking spaces, as well as to measure cellular signal levels and identify suitable locations for any necessary cellular signal booster equipment.

If you have pre-existing infrastructure or are using your own preferred electrical contractor to prepare your site, a Construction Signoff Form by a ChargePoint Operations and Maintenance (O&M) partner is required to certify compliance with electrical code, and to ensure everything was prepared to ChargePoint specifications.

IMPORTANT: You must be a licensed electrician and complete online training to become a ChargePoint certified installer. If you do not complete training, you cannot access the ChargePoint network to complete installation.



Find online training at: chargepoint.com/installers

If the charging station is not installed by a ChargePoint certified installer, using a ChargePoint approved method, it is not covered under warranty and ChargePoint is not responsible for any malfunctions.

Electrical Requirements

At a minimum, each Level 2 charging station, either single or dual port, requires the following:

- A dedicated single phase electrical circuit from 40 A to 80 A
- A new circuit breaker at the electrical panel
- Conductor wiring and circuit protection sized in accordance with all applicable codes

Consequently, CP6000 charging station with two charge ports typically requires two power input circuits, one circuit per port. There may be situations where both ports share a main single circuit. If power capacity is limited at a site or to reduce costs for electrical infrastructure, consider ChargePoint Power Management options for power sharing at the circuit level, panel level, transformer, or site level.



IMPORTANT: Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.

Additional Electrical Considerations

- CP6000 charging stations are AC electrical vehicle (EV) supply equipment and are permanently connected to AC networks.
- Evaluate existing electrical infrastructure to determine if the existing utility service and electrical panel capacity is sufficient.

- Ensure appropriate electrical wiring, over current circuit protection, and metering, if required, is in place.
- Identify costs for any necessary upgrades and/or a new dedicated electrical panel.
- ChargePoint recommends using a licensed electrician to evaluate available capacity and identify any upgrades that may be required.
- If a dedicated EV electrical panel is required, choose a panel location in close proximity to the charging stations.
- Determine raceway or conduit runs for electrical wiring from the electrical panel.

Charging Station Placement

To help minimize costs, choose station locations that are as close as possible to the available electrical infrastructure. Selecting these types of locations helps minimize long conduit and wire runs, as well as any trenching work.



WARNING: The ChargePoint charging station must be installed on a level concrete base or a flat wall rated for the weight of the station. Asphalt cannot support the full weight of the station. Failure to install the station on a suitable surface may cause the station to tip over, resulting in death, personal injury, or property damage.

Layout Considerations

- Identify station locations for EV charging spots.
- CP6000 charging stations can be installed either indoors or outdoors.
- They can be mounted on walls or in the ground (pedestal mount).
- CP6000 charging stations do not have an integrated active ventilation system.
- To help minimize costs, choose station locations that are as close as possible to the available electrical infrastructure.
- Consider locations where it will be easy to add future stations.
- Consider how easily drivers can find the stations they need to access.
- Identify suitable locations with smooth, plumb surfaces for wall mount stations or suitable floor surfaces for pedestal mount stations.
- Consider a layout to minimize electrical infrastructure costs to all proposed EV parking spaces.
- Avoid or minimize trenching requirements.
- Comply with regional accessibility laws, regulations, and ordinances. The CP6000 charging station must not block ramps or pathways and the height of the interactive display cannot exceed the maximum height as dictated by local laws.
- For stall parking, ChargePoint recommends using perpendicular parking stalls to better accommodate EVs with front and rear charge ports.

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- Use dual-port pedestal mount stations where possible in open areas for adjacent parking or adjoining parking spaces.
- Consider protective bollards and wheel blocks where appropriate, especially for open tandem parking spaces.
- If the charging station has a camera, orient the camera towards the parking space.
- Use professional cellular test equipment to measure cellular signal levels to ensure adequate cellular coverage at the station installation location. To ensure adequate signal strength in underground or enclosed parking structures, cellular repeaters may be required. Use an indoor antenna located near EV parking spaces and an outdoor antenna typically located at the garage entrance ceiling or on the rooftop where cellular signals are best. See [Connectivity](#) for more details.
- When the charging stations cannot be placed close enough to the source of power to avoid undesirable line losses, consider increasing the size of the conductors. When the circuit conductors must be larger than 1/0 AWG, you must add a disconnect immediately adjacent to the station and terminate the upsized conductor at the line side lug of the disconnect. Then, connect a short length of 1/0 AWG conductor to the load side lug of the disconnect and the station. Adding disconnects close to the stations is also helpful when the circuit breakers are relatively far away.

Plan for the Future

Consider current EV charging needs and also potential future needs as EV adoption grows.

- Consider running raceway or conduit to all planned EV parking spots and pulling electrical wiring from the panel to meet current needs.
- Consider installing a dedicated electrical panel for EV charging and leveraging ChargePoint Power Management. This efficiently uses available power at a site to support more EV charging ports than would otherwise be possible.



Civil and Mechanical Design 2

Use the guidance below to design the civil and mechanical aspects of the site.

Each charging station can be installed attached to a wall or on a concrete pedestal with a Cable Management Kit (CMK). The pedestal can be mounted on a newly poured pad or an existing concrete surface.

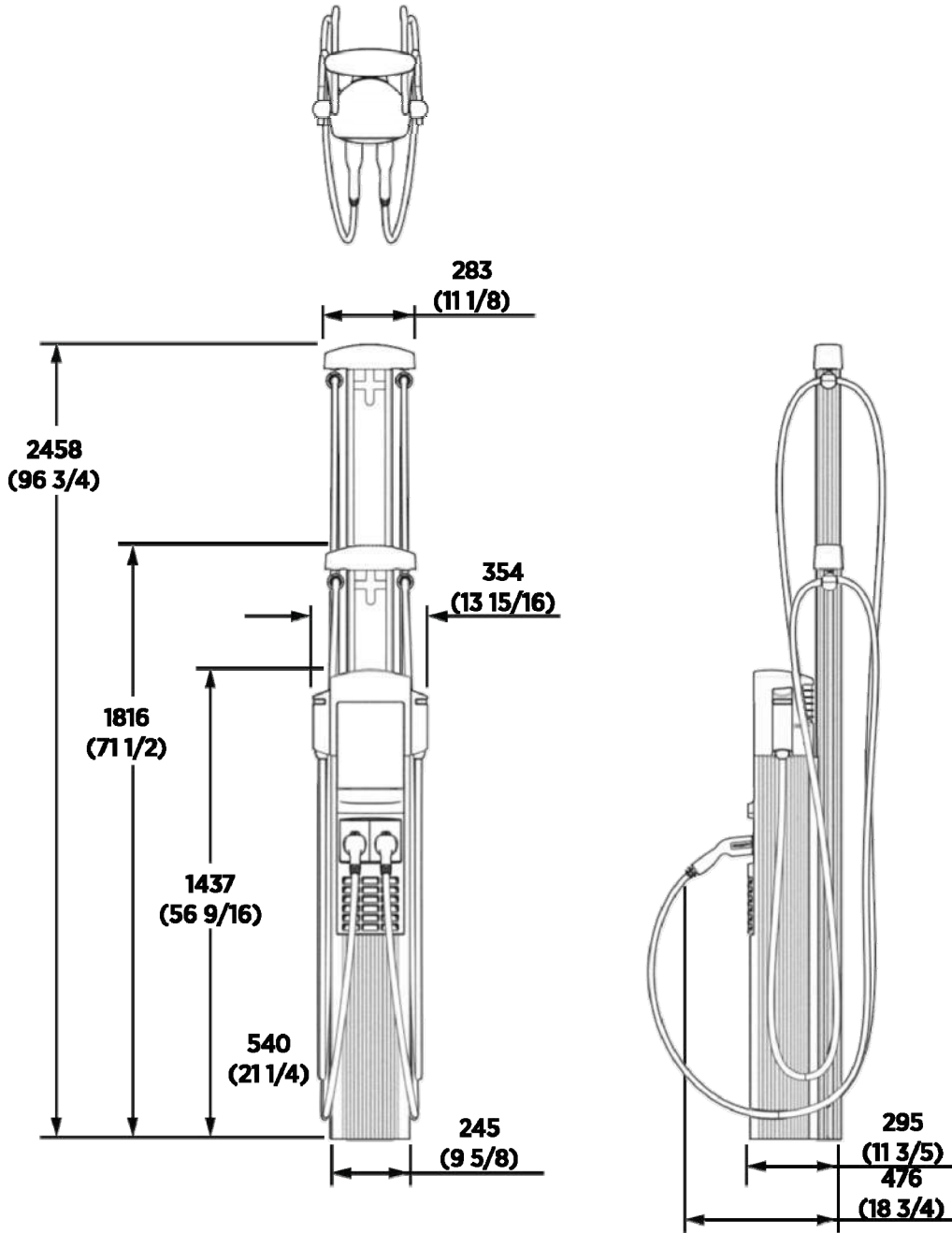
Component Dimensions and Weights

Each CP6000 charging station can be mounted on a pedestal or on a wall with a Cable Management Kit (CMK). The station is a vertical enclosure with the weights and dimensions shown below.

Station Configuration	Approximate Weight
Single port, wall	62 kg (136 lb)
Dual port, wall	68 kg (150 lb)
Single port, pedestal	71 kg (155 lb)
Dual port, pedestal	76 kg (168 lb)

Pedestal Mount With CMK

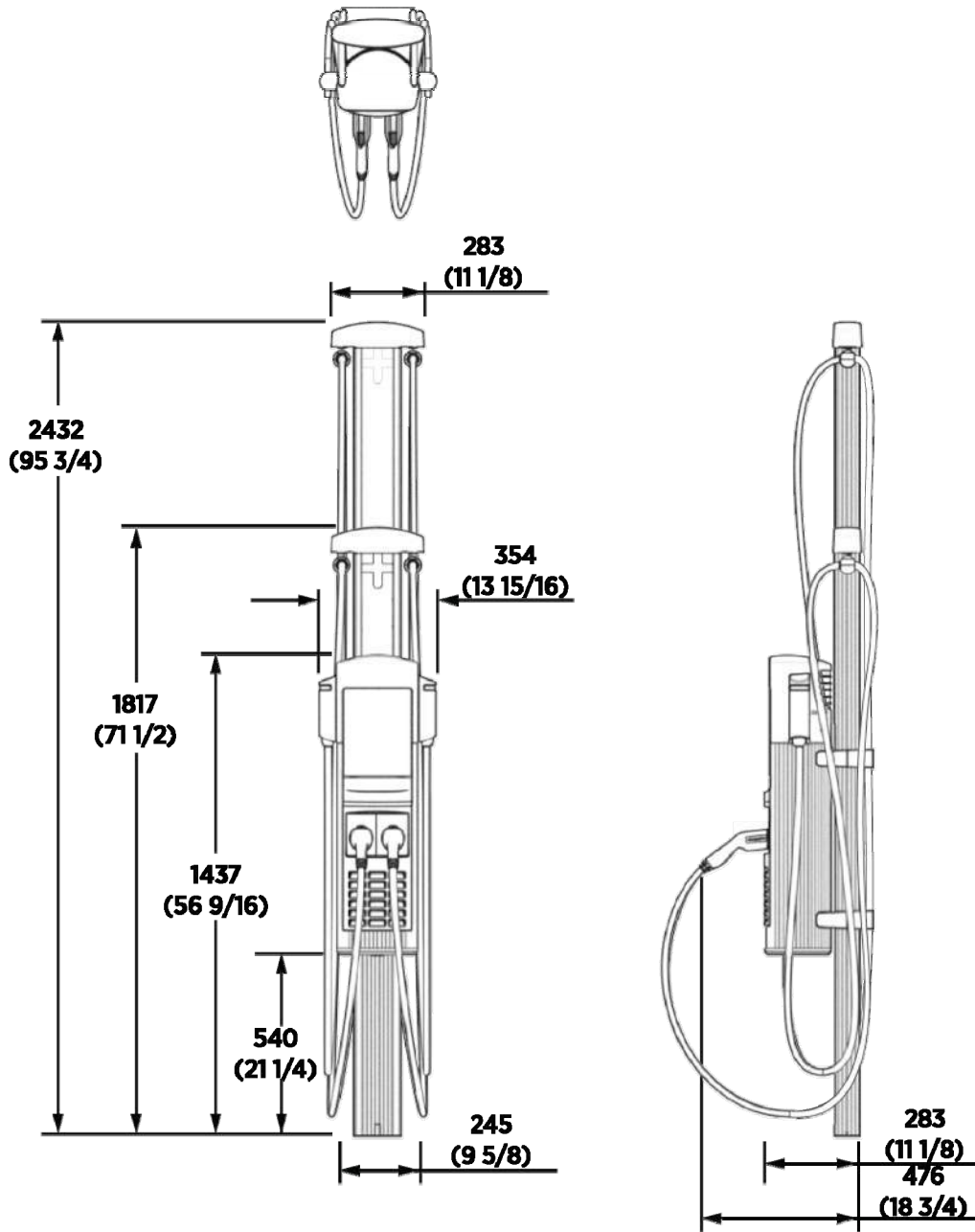
Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).



APPENDIX 1

Wall Mount With CMK

Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).



Mounting Specifications - Pedestal Mount Stations



IMPORTANT: Use a ChargePoint Concrete Mounting Template (CMT) when installing a new pedestal mount charging station or replacing an existing non-ChargePoint pedestal mount station. You do not need a CMT if you are installing a wall mount charging station or replacing an existing ChargePoint station.

The concrete pad must either be designed to be site-specific or must meet these specifications:

- Must not be installed in asphalt
- Mounting surface must be smooth
- Mounting surface cannot exceed a slope of 6 mm per 300 mm (0.25 in per ft)
- The concrete base must measure at least 600 mm (2 ft) on all sides
- Epoxy anchors can be used (installations in existing concrete)
- No expanding bolts are used
- Consult a civil engineer to ensure sufficient volume and strength of concrete; (installations in existing concrete)



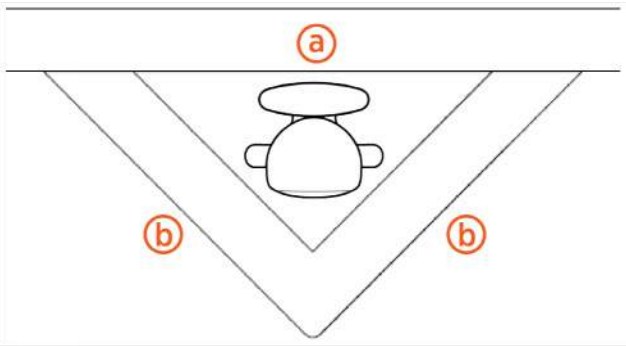
IMPORTANT: If the existing pad does not meet the specifications above, a structural engineer must inspect and approve the pad for CP6000 charging station dimensions and weight.

APPENDIX 1

Pedestal Base Designs

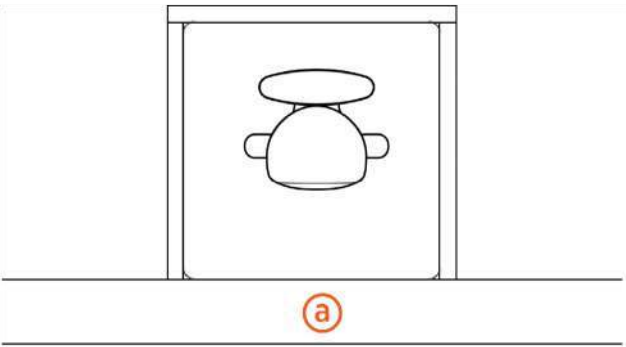
There are three basic pedestal base designs:

- In front of a curb **(a)** - Does not obstruct a pedestrian pathway or disturb landscaping.
 900 mm (3 ft) on each side **(b)**
 Area: 0.42 m² (4.5 ft²)
 Volume: 0.26 m³ (9 ft³)



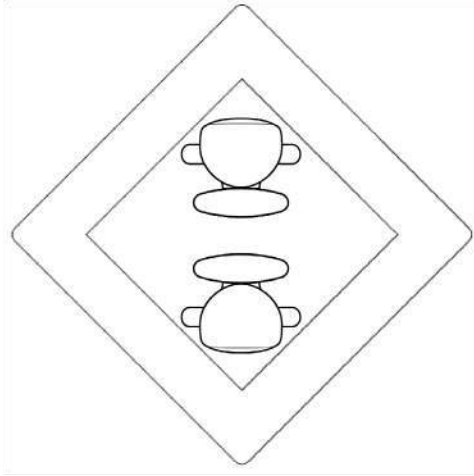
- Behind a curb **(a)** in a planter or berm
 600 mm (2 ft) on each side
 Area: 0.37 m² (4 ft²)
 Volume: 0.23 m³ (8 ft³)

Note: Use a retaining wall as needed to prevent dirt from accumulating on the pad.



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- Two stations back to back, centered between four spaces 900 mm (3 ft) on each side
Area: 0.84 m² (9 ft²)
Volume: 0.51 m³ (18 ft³)



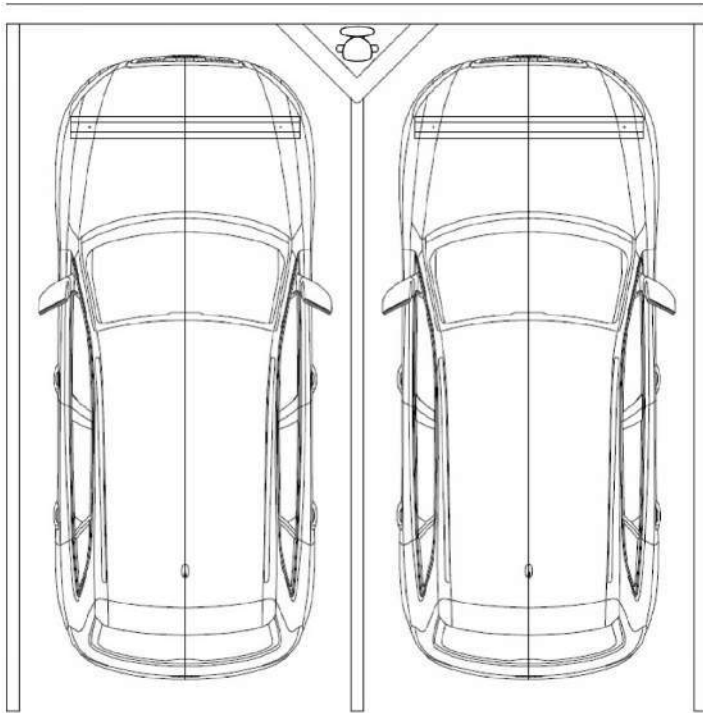
Pedestal Configurations for Different Parking Arrangements

The pedestal base design can be configured in a variety of ways to serve different parking arrangements. Ensure a sufficient volume of concrete to provide anchoring for the charging station.

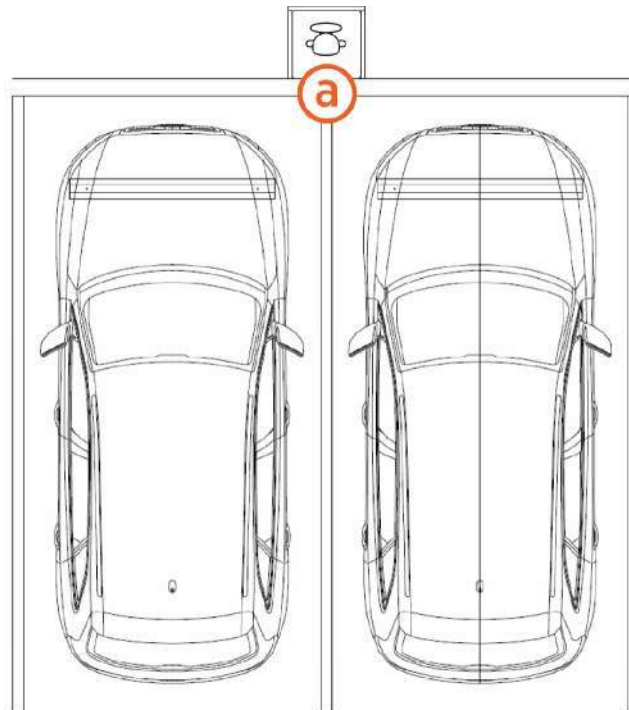
Note: CP6000 charging stations are available in several configurations. The images in this guide might not match your station exactly; however, the information is applicable unless otherwise noted.

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- Place the station against the curb between spaces with wheel stops 900 mm (3 ft) from the front of each stall. The base of the charging station can be flush with the parking spaces or at curb level.

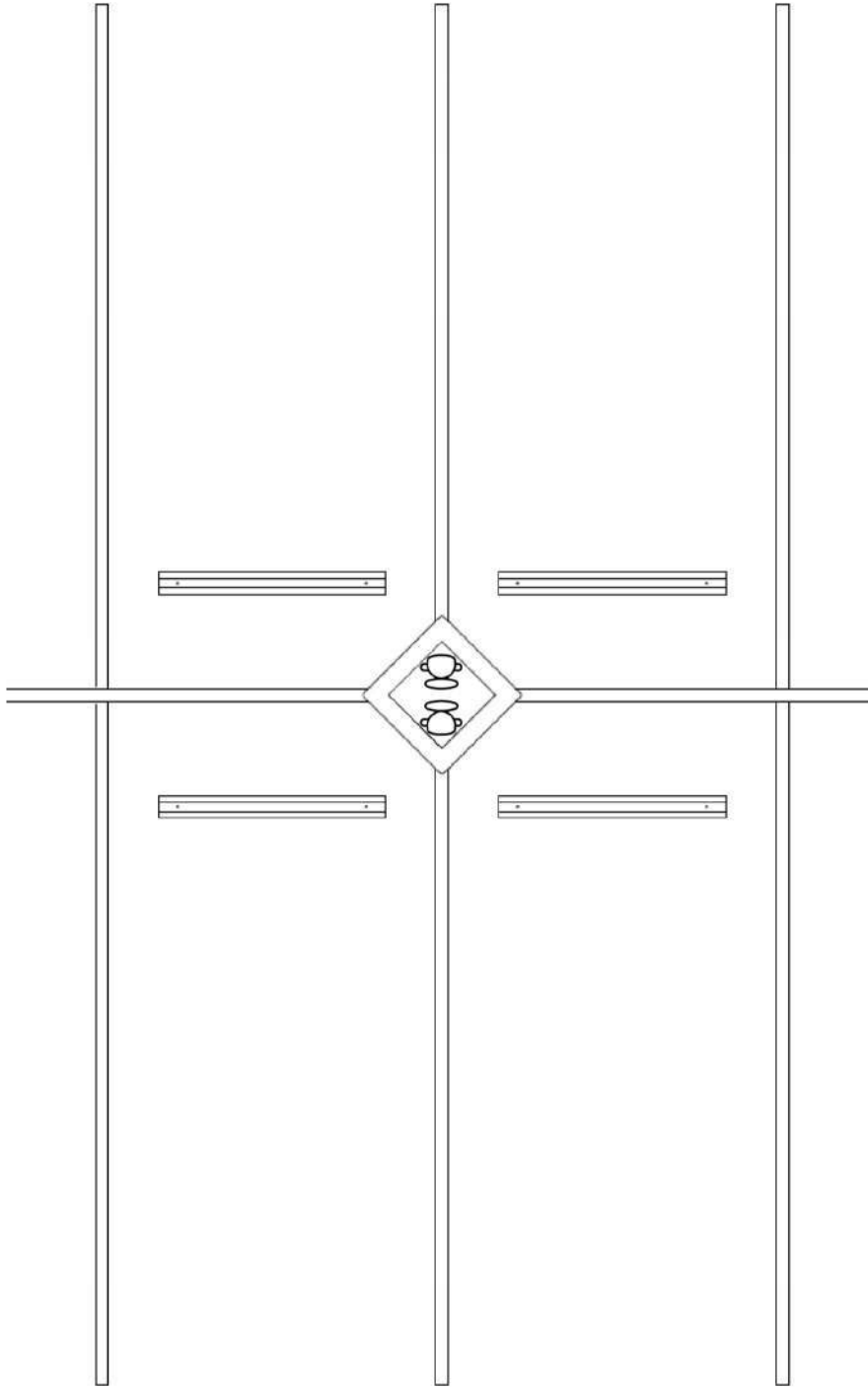


- Place the station in a planter or berm between spaces with wheel stops 900 mm (3 ft) from the front of each stall or the curb **(a)**.



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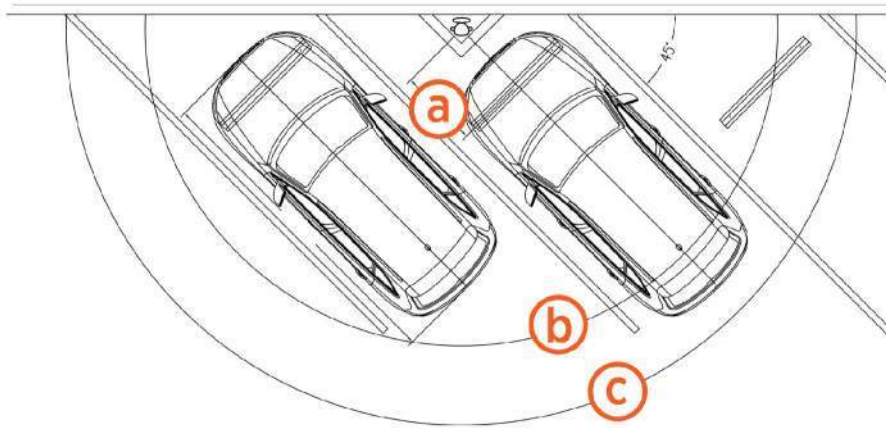
- Place two stations back to back centered on four spaces with wheel stops 900 mm (3 ft) from the front of each stall. The base of the charging station can be flush with the parking spaces or at curb level.



- When placing a dual holster station centered on the right space, the charging cables can reach two vehicles. Place a wheel stop 1220 mm (4 ft) **(a)** from the center of the charging station.

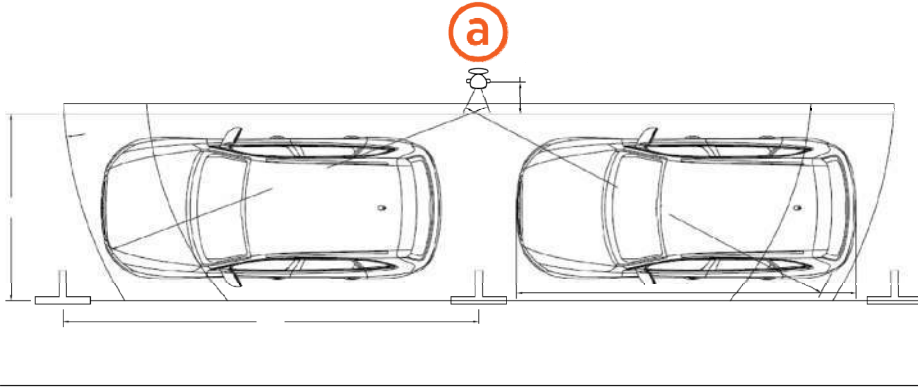
Note the following details for this arrangement:

- The arc shows the usable reach of the two charging cable lengths available: 5.5 m (18 ft) **(b)** and 7 m (23 ft) **(c)**.
- The 7 m (23 ft) cord option is recommended for this configuration.
- The base of the charging station can be flush with the parking spaces or at curb level.
- Be sure to install 'EV Charging Station' signs on both spaces.

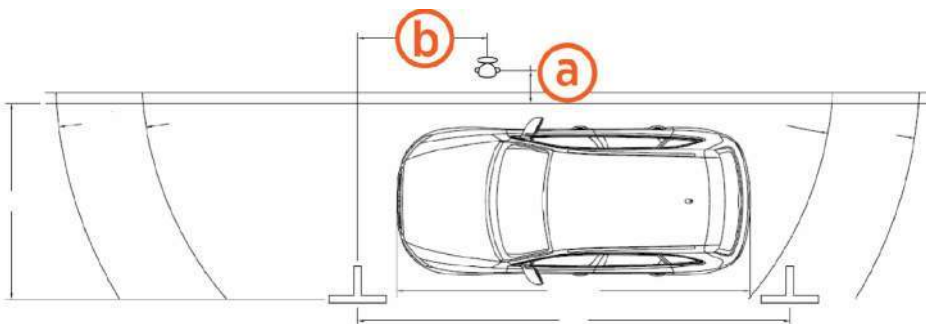


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- Place a dual holster station centered between two parallel parking spaces, each 6 m (20 ft) long. Place the station (a) 450 mm (18 in) from the curb. A 7 m (23 ft) charging cable is recommended.



- Place a single holster station for a single parallel parking space 6 m (20 ft) long. Place the station (a) 450 mm (18 in) from the curb, and 1.8 m (6 ft) from the front of the parking space (b). This allows the cord to reach any part of the vehicle without blocking the curb side doors.

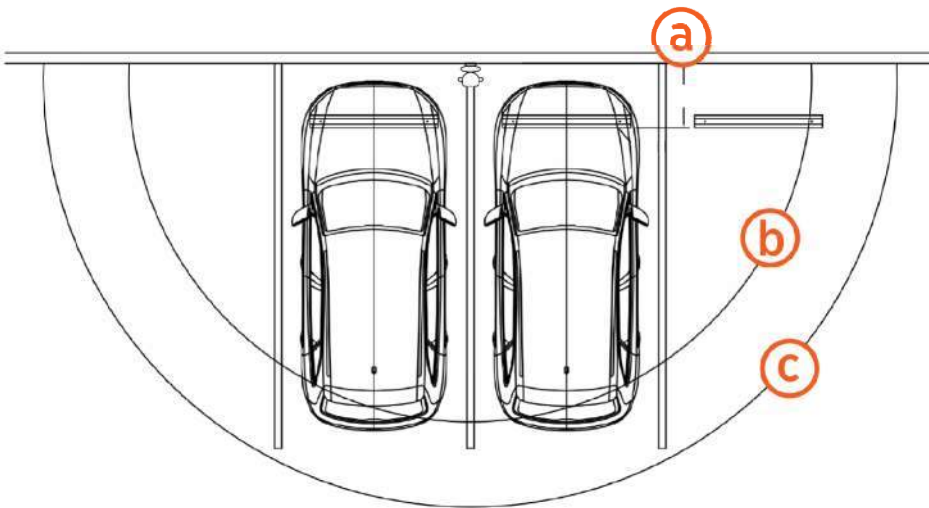


Mounting Specifications - Wall Mount Stations

For wall mounted stations:

- The wall must be smooth, stable, and plumb.
- The minimum height of the wall must be 1160 mm (45.7 in) above a finished floor.
- Place wheel stops 900 mm (3 ft) **(a)** from the wall.
- The arcs show the usable reach of two charging cable lengths available, 5.5 m (18 ft) **(b)** and 7 m (23 ft) **(c)**.

Note: Ensure the space between the wall and the charging station is clear and free of debris.



IMPORTANT: Ensure the wall supports the station. If mounting to a hollow wall, bridge at least two studs using a 41 mm (1 5/8 in) channel strut.



WARNING: If not installed correctly, the ChargePoint charging station may pose a fall hazard, leading to death, personal injury, or property damage. Always use the provided Concrete Mounting Template shown preinstalled here, or a ChargePoint-approved surface mounting solution, to install the ChargePoint charging station. Always install in accordance with applicable codes and standards using licensed professionals. Non approved installation methods are performed at the risk of the contractor and void the Limited One-Year Parts Exchange Warranty.

Drainage

Ensure any slopes, walls, or fencing at the site do not trap water around the charging station installation site. The system is only built to withstand water to the height of the conduit stub-up.



WARNING: Exposing the ChargePoint charging station to water above the height of the conduit stub-up could create an electrocution, shock, or fire hazard. Cut power to the charging station if it has been exposed to standing water and contact ChargePoint before the charging station is powered on.

Clearances

For pedestal installations, the conduit stub-up must be a minimum of 230 mm (9 in) from any obstructions to the rear. This includes other charging stations. Check applicable codes for any additional clearance requirements.

Accessibility

Comply with regional accessibility laws, regulations, and ordinances. The CP6000 charging station must not block ramps or pathways and the height of the interactive display cannot exceed the maximum height as dictated by local laws.

Signage

Refer to local and regional code to design the following elements for the site:

- Any required re-stripping of parking spaces
- EV or Accessible EV signs
- EV or Accessible EV paint markings on and around the parking spaces



Electrical Design 3

The CP6000 charging stations are available with a maximum amperage of either 50 A or 80 A.

If the charging station allows a maximum of 50 A, Power Select current options include 16 A, 24 A, 32 A, 40 A, 48 A, and 50 A.

If the charging station allows a maximum of 80 A, Power Select current options include 16 A, 24 A, 32 A, 40 A, 48 A, 50 A, 56 A, 64 A, 72 A, and 80 A.

Power Share allows a dual-port station to share power from a single circuit across two ports, adjusting power depending on whether one or both are charging. Standard wiring uses an independent circuit for each port. Power Share can be used in combination with Power Select.

Refer the CP6000 datasheet at chargepoint.com/guides for information about the following:

- Electrical input
- Electrical output
- Mounting and functional interfaces
- Safety and connectivity features
- Safety and operational ratings

General Wiring Considerations

Ensure that the installation location is equipped with service wiring that supports the charging station's power requirements.

Conduit and wire size are determined based on the length of runs from the electrical panel to the station location. Service wiring must be run through conduit to comply with local electrical codes. Consult national and local codes or a project engineer to determine the grade, quality, and size of the conduit or cable.

Attach the conduit with a listed adapter. Use a sealing method that meets all applicable code requirements.

The CP6000 Concrete Mount Kit accommodates service wiring through the flare, conduit, or locally appropriate wiring method. Visit [Pedestal Mount Concrete Preparation](#) for more information.

Note: All wiring and conduit is supplied by the contractor unless otherwise indicated.

For full product specifications, refer to the CP6000 Datasheet.

Wall Mount Considerations

- CP6000 wall mounted charging stations use surface mount wiring.
- When pulling electrical wiring for wall mount stations, the conduit and wire must be brought to the location where the stations will be mounted. Flex conduit is typically used to bring the wire to the station. Wiring is brought in through knock outs in the bottom of the charging station.

Pedestal Mount Considerations

- CP6000 pedestal mounted charging stations typically require service wiring installed underground to enter through the bottom of the station.
- When pulling electrical wiring for CP6000 pedestal mount, ensure at least 1.5 m (5 ft) of wire remains above grade.

Conduit

The outside diameter of conduit must not exceed the sizes called out in the pedestal mounting template: 95 mm (3.74 in). Conduit stub-ups must measure between 152 mm (6 in) and 590 mm (23.25 in) above grade.

Conduit stub-ups must not extend higher than 600 mm above ground level.

Electrical Supply Requirements

Wiring must be sized in accordance with all applicable codes for continuous load devices. The main standard for cable size is based on IEC 60364-5-52:2009 and IEC 60364-5-54:2011. The terminal block accepts stranded or solid conductors up to 1/0 AWG (50 mm²). The appropriate size depends upon the distance between the electrical panel and the charging station installation site and the maximum current in the circuit.

When planning multiple EV charging stations, it is best practice to separate non-continuous from continuous loads, with all branch circuits for EV charging on a dedicated electrical panel assembly with adequate circuit breakers. When sizing new electrical panels dedicated for EV charging, all branch circuits must support continuous load.

CP6000 charging stations are designed for connection to and operation on rated voltages of 208 V or 240 V (phase to phase) at 60 Hz. Source must have neutral bonded to ground to establish 120 V phase to ground.



CAUTION: CP6000 charging station is rated Over-voltage Category III and includes surge protection for absorbing transient over voltages. CP6000 charging stations are tested to IEC 61000-4-5 (4 kV) standards. In countries where extra Surge Protection Device protection is required, check the national codes for categorization and installation of the equipment.

CAUTION: Use copper conductors only.

Use new circuit breakers only.



Port Capacity	Breaker Rating
80 A /port	100 A breaker per port
48 A/port	60 A breaker per port
40 A/port	50 A breaker per port

Ensure all power and ground connections (especially those at the breaker) are clean, tight, and torqued to specification. Remove all oxide from all conductors and terminals before connecting wiring.

Be aware of these requirements before installing the charging station:

- CP6000 charging stations comply with Class B.
- The CP6000 is Class I grounded equipment and must be grounded.

Consult your electricity grid operator regarding requirements for local regulations. Depending on the desired rated power, the installation of the charging station may require registration with and approval by your electricity grid operator.

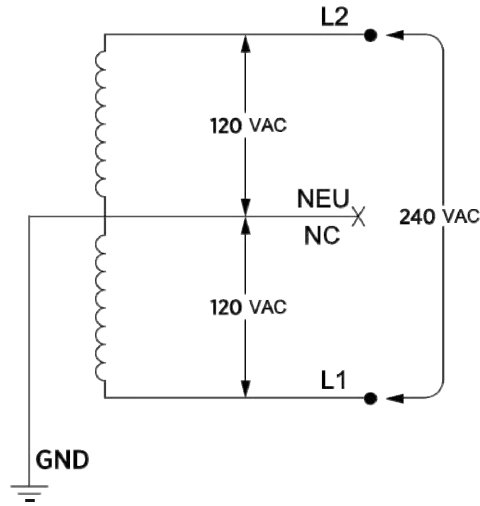
Grounding Requirements

CP6000 charging stations must be connected to a grounded, metal, permanent wiring system. An equipment-grounding conductor must be run with circuit conductors and connected to an equipment-grounding terminal on the charging station.

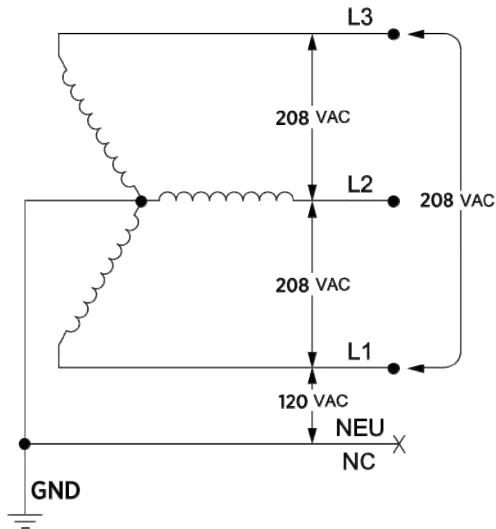
A grounding conductor that complies with applicable codes must be grounded to earth at the service equipment or, when supplied by a separate system, at the supply transformer, or may be grounded to an earth electrode. Ensure the grounding conductor complies with all applicable codes.

Connect To These Systems

- 120/240 V AC, 1Ø Bonded Neutral
 Station is connected to L1 and L2
 Neutral is not used

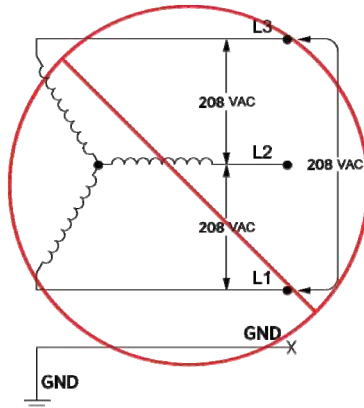


- 120/208 V AC, 3Ø Wye Bonded Neutral
 Station may be connected to any two lines
 Neutral is not used

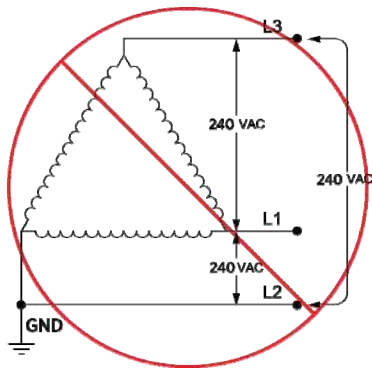


Do Not Connect to These Systems

- 208 V AC 3Ø Wye, ungrounded
Floating Neutral
Voltage of either line to ground is undetermined
Neutral is not grounded



- 120/240 V AC 3Ø Delta, corner-grounded
Voltage of any line is not 120 V nominal relative to ground
- Any system where the center point of the AC power source is not grounded.



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Connectivity 4

A consistently strong cellular signal is needed before installers can activate the vehicle charging station. Weak or sporadic signal can affect crucial aspects of the charging station, including:

- Accuracy in reporting
- Ability for drivers to use the mobile app
- Ability for customer support to troubleshoot problems
- Support for advanced features such as Power Management or Waitlist

A strong signal is also required for the ChargePoint Assure maintenance and management programs.

ChargePoint stations use cellular data connections to reach ChargePoint Cloud Services. This allows secure, PCI-compliant data connections without requiring any other form of internet connectivity at an install site or imposing additional network management responsibilities on a site host.

Each station has its own cellular connection.

Signal Strength and Quality

You must use a cellular signal detection device (such as a Siretta Snyder LTE or equivalent) to take signal strength readings at the exact proposed mounting location of the charging station. If the charging station does not have its own cellular connection, take the signal strength reading at the proposed mounting location of the gateway station.

In North America, ChargePoint products all support LTE bands 2, 4, and 5. The most commonly supported carriers to check during site evaluation are:

- US: AT&T, T-Mobile, and Verizon
- Canada: Rogers, Telus, and Bell

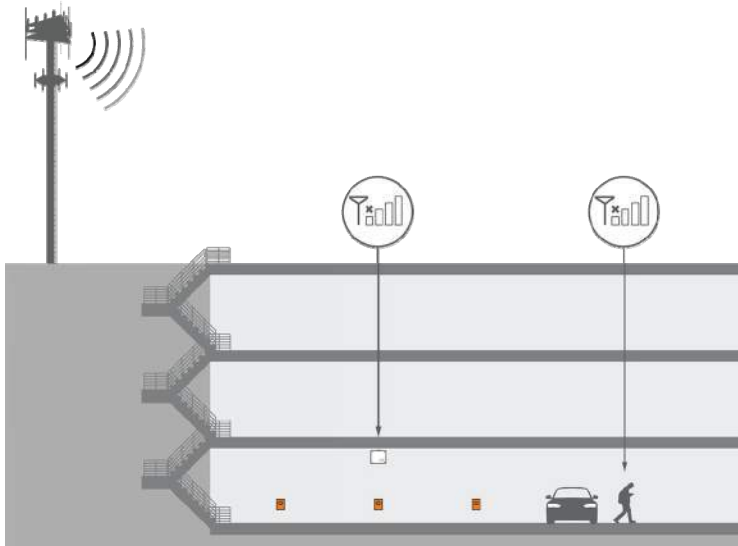
You must test the LTE signal strength at the proposed mounting location of every gateway station and ensure the location meets the minimum RSRQ at -12.5 dB or better, for RSRP measured at -90 dBm or better. Refer to the graph for acceptable combinations.

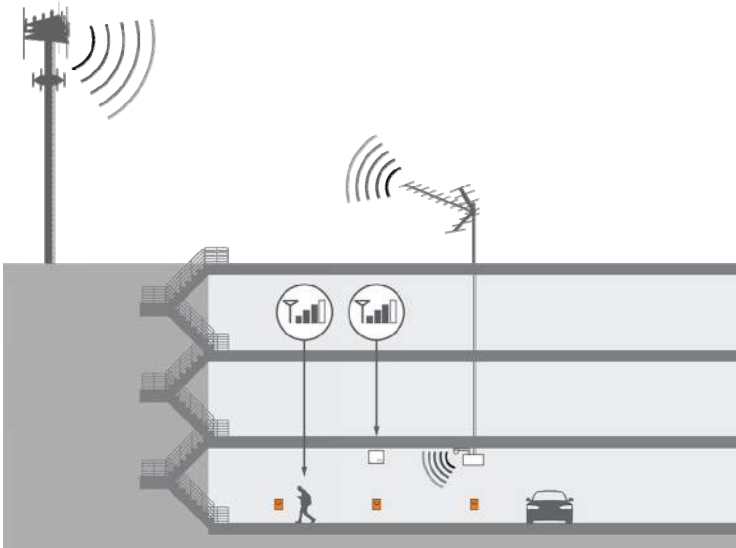
Note: These numbers are all negative, so -70 dBm is stronger than -85 dBm, and -90 dBm is weaker.

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If the signal strength is weaker than this, take cellular readings at the location where any cellular signal booster antennas will be installed. Ensure enough signal exists for that repeater model. Install repeaters to boost the strength of the cellular signals. Repeaters are often required when installing charging stations in an underground garage or enclosed parking structure.





For other regions, or if the site does not have strong signal on these bands, contact your ChargePoint representative for additional solutions.

ChargePoint strongly recommends a consultation with a cellular connectivity specialist before all installations. A consultation can verify:

- Service with a supported carrier on a supported LTE band
- Available signal and local noise levels on applicable bands
- Site changes to correctly meet your needs, both for station bandwidth and other phone coverage for customer or tenant satisfaction

Repeaters

Some sites require repeaters to ensure strong signal to all stations. If a repeater is required, look for a model with these features:

- Specifically LTE compatible on the listed bands
- Multi-carrier
- Multi-band
- Not already dedicated to FirstNet or other first responder-specific networks
- Auto-gain recommended

Note: Do not rely on readings taken with a cell phone when conducting site surveys. Many signal boosters and network extenders may not be compatible with ChargePoint hardware, including certain types of Distributed Antenna Systems (DAS), micro/nano/pico/femto-cells, and carrier- or band-specific signal boosters.

APPENDIX 1

Pedestal Mount Concrete Preparation 5

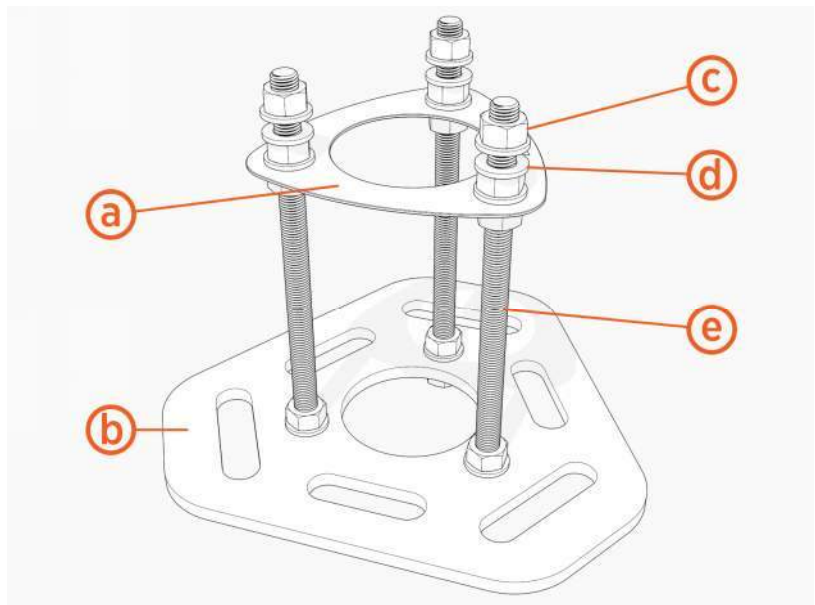
Concrete Mounting Template

You must use a ChargePoint Concrete Mounting Template (CMT) when installing a new pedestal mount charging station or replacing an existing non-ChargePoint pedestal mount station.

Use a CMT when installing charging stations on existing concrete (on an intermediate floor only).

You must order the CP6000 CMT separately, with sufficient lead time before site construction. This kit ships separately from the ChargePoint CP6000 charging station.

- a. Upper template
- b. Lower template
- c. Nuts (x 15)
- d. Washers (x 18)
- e. Anchor bolts (x 3)



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Note: You do not need a CMT if you are installing a wall mount charging station or replacing an existing ChargePoint station.

The Concrete Mounting Template kit components you need to use, the tools required, and the installation steps vary depending on the type of installation: new concrete or existing concrete.

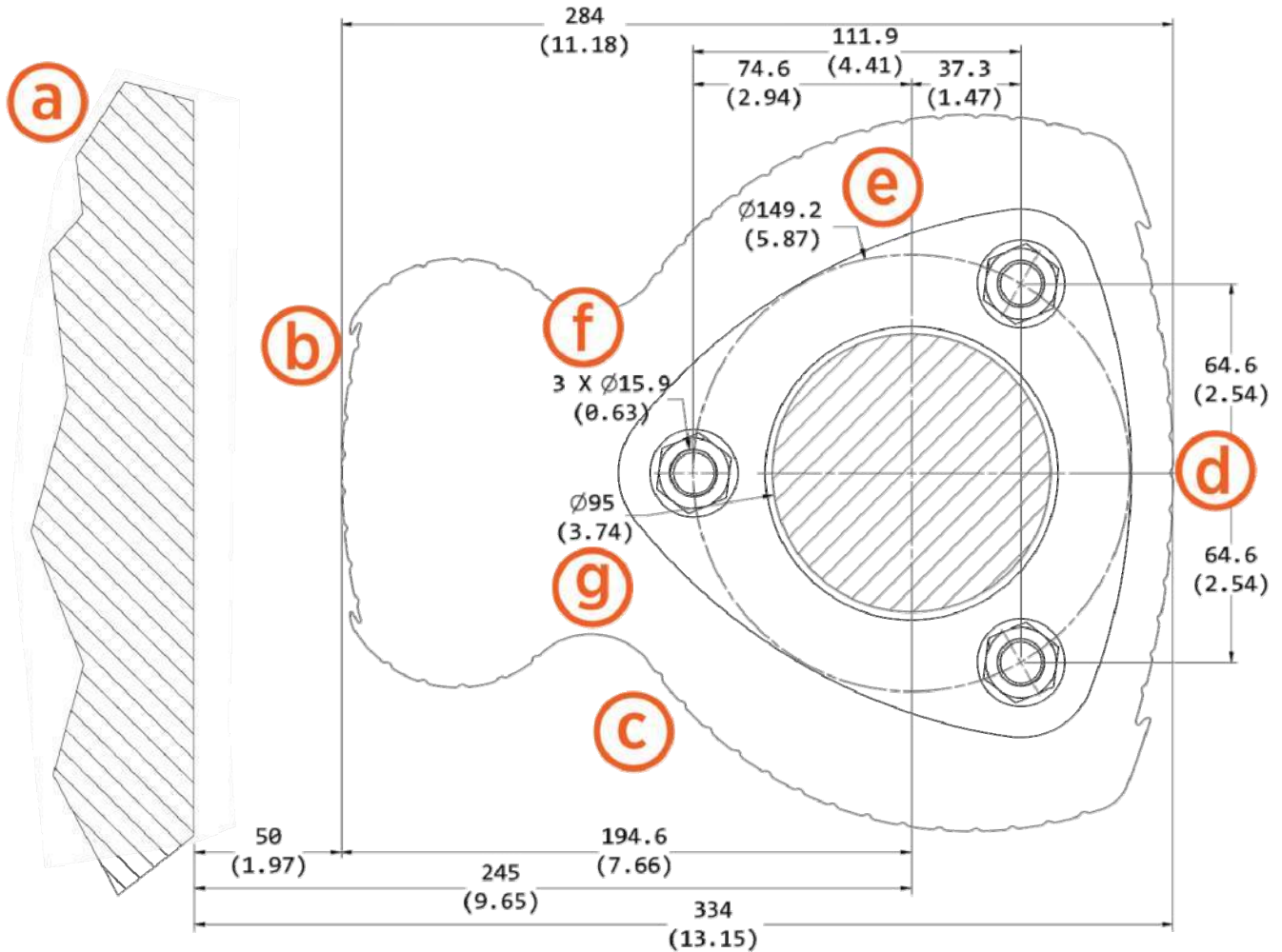


WARNING: Do not use expanding anchor bolts. Do not install the CP6000 on an asphalt surface.

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CMT - Pedestal Mount With CMK

Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).



- a. Wall
- b. CMK footprint
- c. Pedestal footprint
- d. Front
- e. Bolt circle
- f. Bolt or anchor
- g. Conduit stub-up within this area (new concrete only)

Tools and Materials

In addition to the CP6000 Concrete Mounting Template kit, the site construction team needs:

- Digging tools (shovel, spade, etc.)
- Materials to prepare the form for pouring concrete
- Concrete as specified by site drawings
- Rebar as specified by site drawings
- 24 mm (1 in) wrench
- Level
- Cut-resistant gloves
- Drill or hydraulic hole punch (if using armored cable)
- Conduit, ducting, or armored cable in the amounts and types specified by site drawings, that complies with local code (see the rest of this document for conduit sizes and routing)

Installation into New Concrete



WARNING: Failure to install the ChargePoint CP6000 in accordance with these instructions and all local building practices, climate conditions, safety standards, and all applicable codes and ordinances may lead to risk of death, injury, or property damage, and will void the Limited One-Year Parts Exchange Warranty.

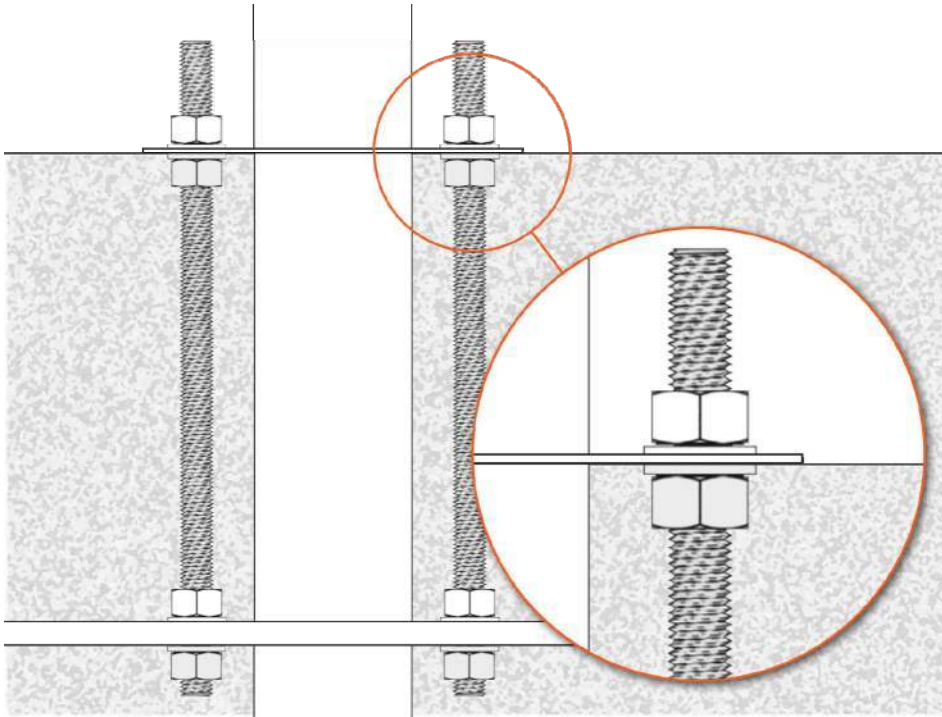
1. Trench and excavate an opening to accommodate the wiring conduit and the concrete mounting pad that meets local codes and requirements, per site drawings.
2. Run conduit to each station as needed. If the station needs wired Ethernet access, run Ethernet conduit.
3. Build the form and lay rebar for the foundation.
 - The concrete block must measure at least 600 mm (24 in) on all sides.
 - The conduit stub-up needs to measure between 152 mm (6 in) and 590 mm (23.2 in) above the concrete surface



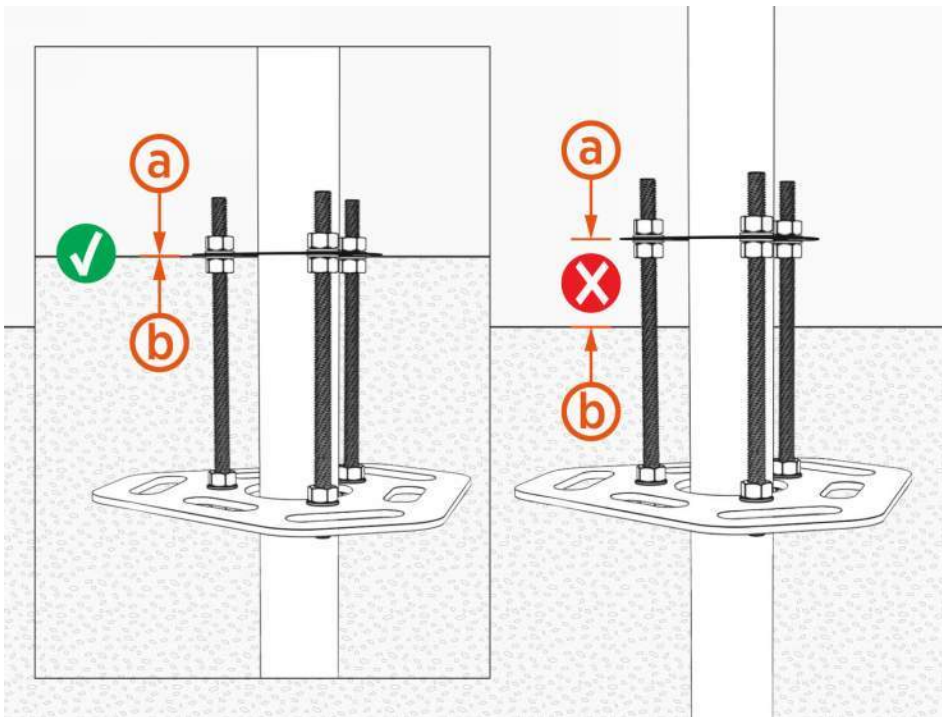
IMPORTANT: It is critical that the conduits are positioned properly and plumb. The tolerance where the conduits enter the station is 2 mm (1/16 in).

4. Align the CP6000 CMT over the conduit stub-ups with the two bolts facing forward and the third bolt to the rear.

- Slide the CP6000 CMT over the conduit stub-ups until the top surface of the template is level with the top surface of the concrete when poured.



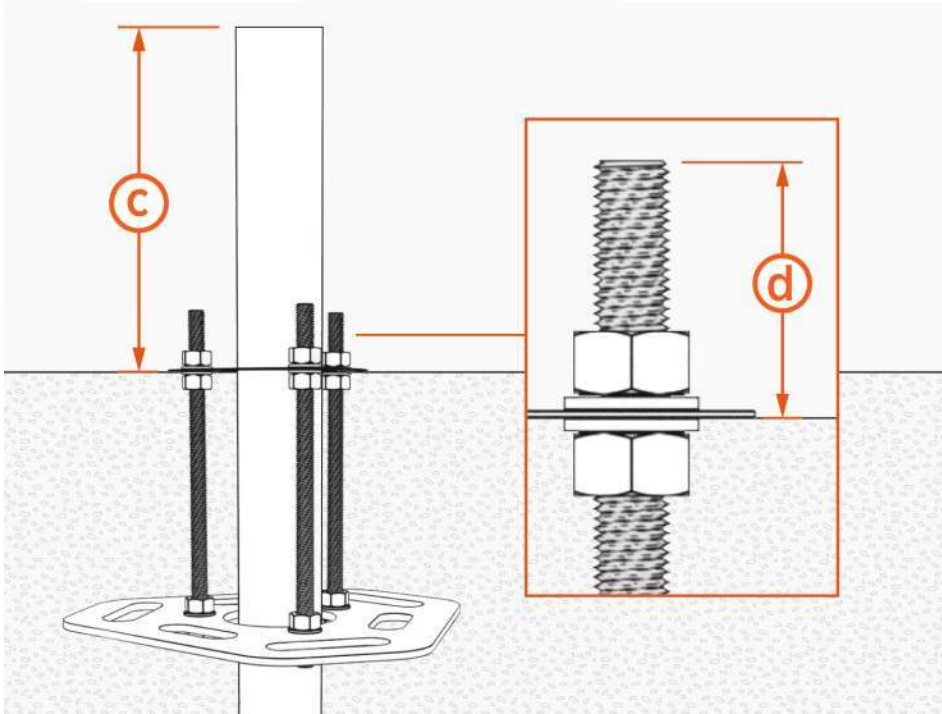
The bottom of the upper template (a) must align with the surface of the concrete (b).



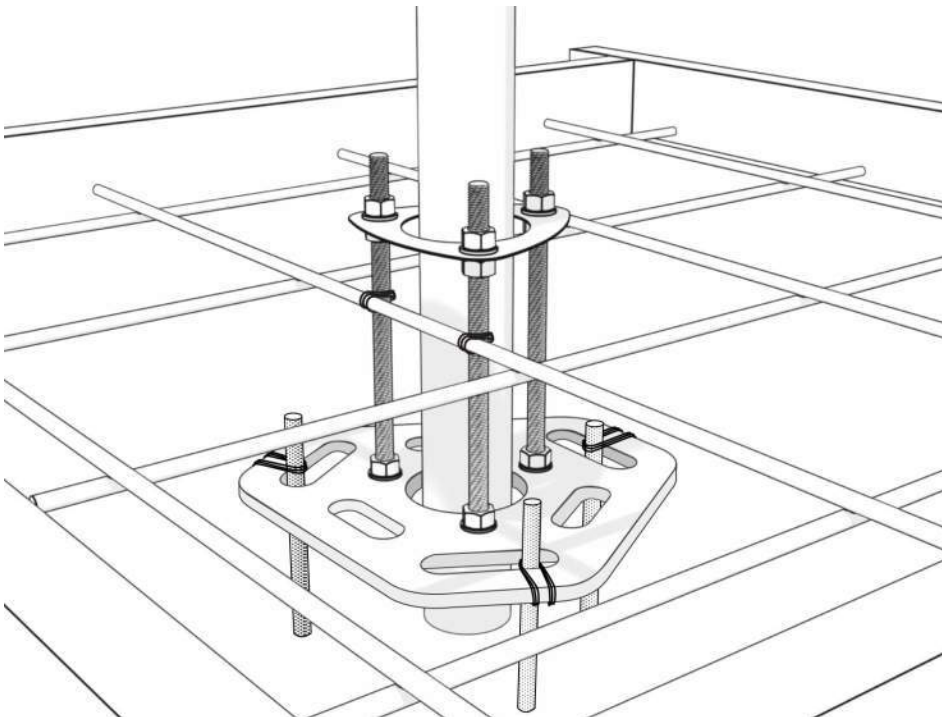
- Ensure the conduits are plumb.

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7. Use a level to check that the CP6000 CMT is level from front to back and from side to side.
8. Conduit height (**c**) must be between 152 mm (6 in) and 590 (23-1/4 in). Each bolt (**d**) must extend between 60 mm (2-1/2 in) and 100 mm (4 in) above the concrete surface.



9. Before pouring concrete, tie the CP6000 CMT to rebar to help hold it in place.

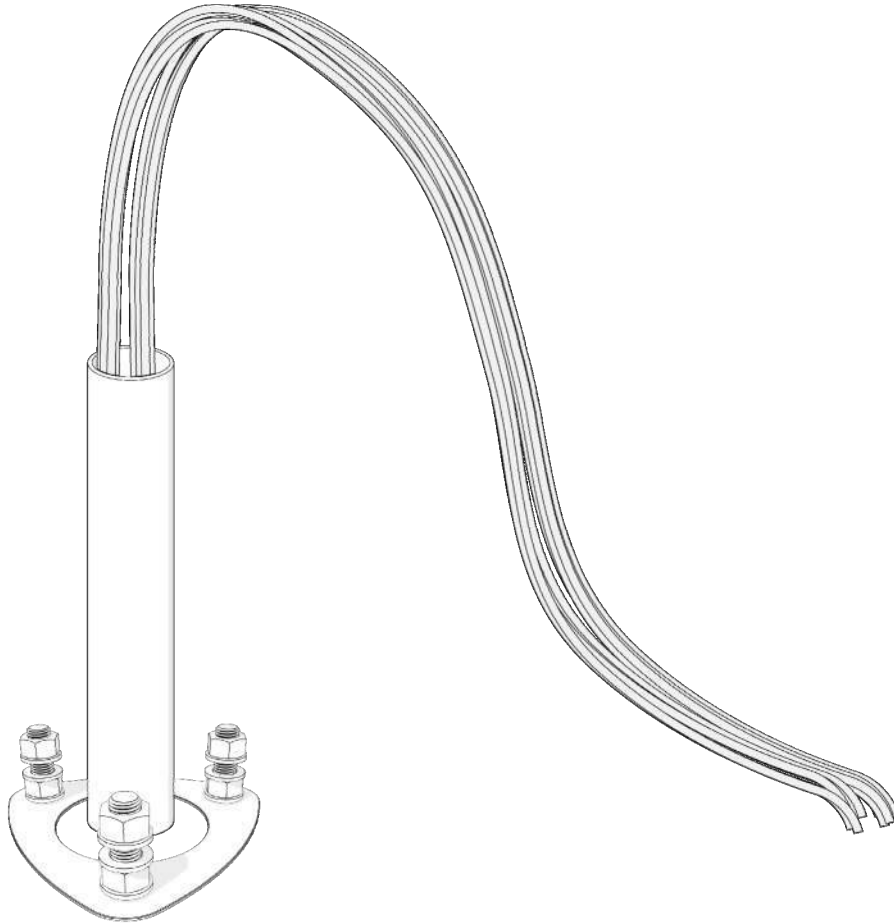




IMPORTANT: The CP6000 CMT and the conduit must be secured in place to prevent them from moving out of position while the concrete is poured and curing.

10. Pour the concrete.

Note: Make sure the concrete surface between the conduits is completely level and free of any irregularities.



11. Refer to the measurements in this guide and ensure the anchor rod locations are correct before the concrete is dry.
12. Use a level to ensure the bolts are plumb.

You are now ready to install the CP6000 pedestal mount charging station.

Install on Existing Concrete



IMPORTANT: Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.

Review the CP6000 Site Design Guide and ensure that the dimensions of the existing concrete slab meet the requirements.

If you are installing a Cable Management Kit (CMK), make sure there is adequate clearance behind the power stub-up for the CMK.

To safely mount a CP6000 charging station, the concrete must be at least 150 mm (6 in) thick. At this thickness, all of the CP6000 mounting bolts must be positioned as follows:

- At least 380 mm (15 in) from the front edge
- At least 300 mm (12 in) from the side edges
- At least 150 mm (6 in) from the rear edge of the concrete slab



IMPORTANT: If the existing pad does not meet the specifications above, a structural engineer must inspect and approve the pad for CP6000 charging station dimensions and weight.

Replace an Existing Charging Station

If you are replacing a CPF50 charging station, contact ChargePoint to order a CPF50 Adapter Kit.

If an existing charging station (from a manufacturer other than ChargePoint) is already in place at the installation site, complete these tasks:

- Turn off all power to the station and disassemble according to the original manufacturer's instructions.
- Cut away any existing bolts or non-power conduit stub-up to ground level.
- You may need to plug cut-away conduits at the slab end and disconnect wiring at the other end.



IMPORTANT: If existing conduit stub-up diameter is greater than 32 mm (1-1/4 in), you must remove the concrete and replace it.

Tools Required

Electric hammer drill with 12 mm (1/2 in) or larger chuck.

Consumables Required

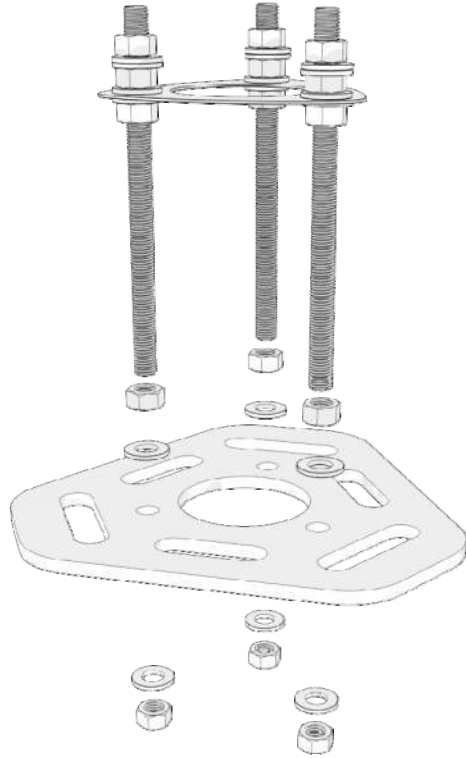
The following table lists and describes consumable items that you will need. The quantity listed in the table is based on installation of one charging station.

Note: The consumption rate of these products varies depending on conditions at the installation site.

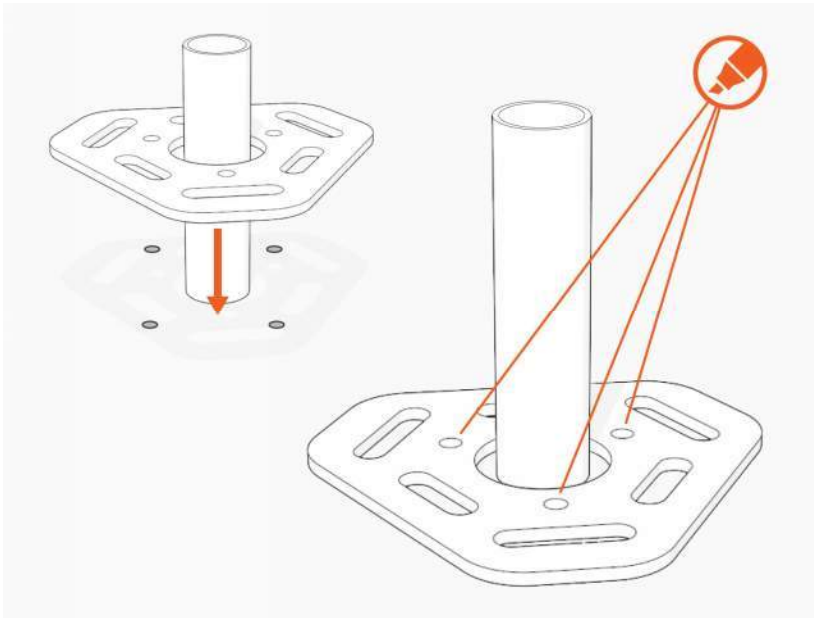
Quantity	Description	Purpose
1	Epoxy adhesive for concrete such as Hilti RE-500	Fill drilled holes.
1	Electrical cleaning and maintenance aerosol, any angle spray duster, 235 ml (8 oz)	Clean drilled holes. Note: Compressed air will work.
1	Slow spiral round-shank masonry drill bit <ul style="list-style-type: none"> • 19 mm (3/4 in) diameter • 12.5 mm (1/2 in) shank • 254 mm (10 in) drill depth • 305 mm (12 in) length overall 	Drill 19 mm (3/4 in) holes in concrete. Note: The holes must be at least 150 mm (6 in) deep.
1	Drill bit for concrete embedded rebar, round <ul style="list-style-type: none"> • 19 mm (3/4 in) bit size • 12.5 mm (1/2 in) shank diameter • 305 mm (12 in) length overall 	Drill 19 mm (3/4 in) hole through rebar.
1	Nylon loop handle brush <ul style="list-style-type: none"> • 19 mm (3/4 in) brush diameter • 75 mm (3 in) length brush • 216 mm (8 1/2 in) length overall 	Clean drilled holes.
1	Push-on round cap, fits 16 mm (5/8 in) - 17.5 mm (11/16 in) OD, 12.7 mm (1/2 in) inside height, pack of 100	Keeps the epoxy inside the drilled holes in situations where the slab is only 150 mm (6 in) deep.

Installation Instructions

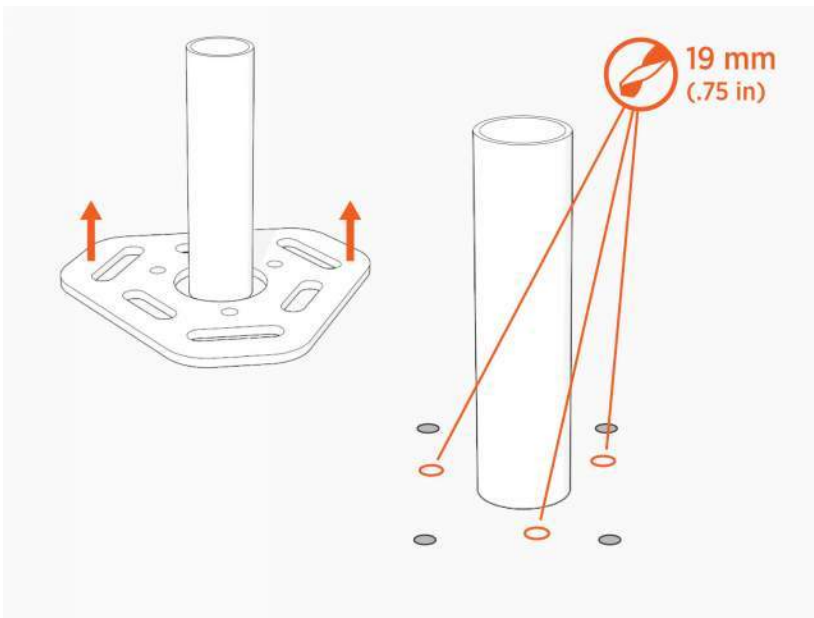
1. Remove the lower template and all nuts and washers from below the upper template.



2. Place the lower template on the concrete and mark the hole locations.
 - When placing the template, consider the charging station's total footprint.
 - If installing over an existing conduit stub-up or armored cable, position the center of the template around that stub-up / cable.



3. Remove the template and drill three 19 mm (0.75 in) diameter holes 250 mm (9.85 in) deep into the concrete.
 - You may need two drill bits: one for the concrete (with the pilot) and another for the rebar (without the pilot). Always start the hole using the standard drill bit, and then switch to the rebar drill bit only if drilling through rebar.



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4. Remove all dust from inside the drilled holes using compressed air, a vacuum, or a brush.
5. Remove the bolts from the upper template.
6. Fill each hole with epoxy to about 65 to 75 mm (2.5 to 3 in) below the top of the hole. Continue immediately to the next step because the epoxy sets quickly.

Note: Inserting the threaded bolts displaces the epoxy, causing it to fill the holes to the grade level. If the epoxy is below grade level after the next step, add more epoxy.

7. Place the upper template over the holes.
8. Insert the bolts through the upper template into the holes.



IMPORTANT: Rotate the bolts as you insert them. This allows the epoxy to fully coat the threads of the bolts, reducing the amount of trapped air.

Note: Leave the upper template in place.

9. Use a bubble level to ensure the bolts are plumb.
10. Allow the epoxy to cure (depending on cure times recommended by the epoxy manufacturer).

You are now ready to install the CP6000 pedestal mount charging station.

APPENDIX 1



chargepoint.com/support

75-001535-01 r2

ChargePoint® AC Commercial Station

Specifications and Ordering Information



Dual port, pedestal mount, 18 ft cable

APPENDIX 1

CP6000 AC Commercial Station Specifications

Ordering Information

The order codes below represent specific product configurations. Please contact ChargePoint Sales for additional information. Specify model number followed by the applicable code(s).

The order code sequence is Model-Options. Software, Services and Other are ordered as separate line items.

Please note that charging stations without EMV-CHIP readers in California may not be publicly visible or discoverable on the ChargePoint map. Please see below for applicable dates.

- Level 2 (AC) stations without EMV-Chip readers: installed/activated on/after July 1, 2023.
- Direct Current Fast Charging (DCFC) stations without EMV-Chip readers: installed/activated on/after January 1, 2022.

(Reference: 13 CCR § 2360.2. Payment Method Requirements for Electric Vehicle Supply Equipment)

Hardware

Description	Order Code
80A Dual port, pedestal mount, 18 ft cable	CP6021B-80A-L5.5
80A Single port, pedestal mount, 18 ft cable	CP6011B-80A-L5.5
80A Dual port, pedestal mount, 18 ft cable, EMV chip reader	CP6021B-80A-L5.5-CHIP
80A Single port, pedestal mount, 18 ft cable, EMV chip reader	CP6011B-80A-L5.5-CHIP
50A Dual port, pedestal mount, 18 ft cable	CP6021B-50A-L5.5
50A Single port, pedestal mount, 18 ft cable	CP6011B-50A-L5.5
50A Dual port, pedestal mount, 18 ft cable, EMV chip reader	CP6021B-50A-L5.5-CHIP
50A Single port, pedestal mount, 18 ft cable, EMV chip reader	CP6011B-50A-L5.5-CHIP
80A Dual port, wall mount, 18 ft cable	CP6023B-80A-L5.5
80A Single port, wall mount, 18 ft cable	CP6013B-80A-L5.5
80A Dual port, wall mount, 18 ft cable, EMV chip reader	CP6023B-80A-L5.5-CHIP
80A Single port, wall mount, 18 ft cable, EMV chip reader	CP6013B-80A-L5.5-CHIP
50A Dual port, wall mount, 18 ft cable	CP6023B-50A-L5.5
50A Single port, wall mount, 18 ft cable	CP6013B-50A-L5.5
50A Dual port, wall mount, 18 ft cable, EMV chip reader	CP6023B-50A-L5.5-CHIP
50A Single port, wall mount, 18 ft cable, EMV chip reader	CP6013B-50A-L5.5-CHIP
80A Dual port, pedestal mount, 23 ft cable	CP6021B-80A-L7
80A Single port, pedestal mount, 23 ft cable	CP6011B-80A-L7

APPENDIX 1

CP6000 AC Commercial Station Specifications

	80A Dual port, pedestal mount, 23 ft cable, EMV chip reader	CP6021B-80A-L7-CHIP
	80A Single port, pedestal mount, 23 ft cable, EMV chip reader	CP6011B-80A-L7-CHIP
	50A Dual port, pedestal mount, 23 ft cable	CP6021B-50A-L7
	50A Single port, pedestal mount, 23 ft cable	CP6011B-50A-L7
	50A Dual port, pedestal mount, 23 ft cable, EMV chip reader	CP6021B-50A-L7-CHIP
	50A Single port, pedestal mount, 23 ft cable, EMV chip reader	CP6011B-50A-L7-CHIP
	80A Dual port, wall mount, 23 ft cable	CP6023B-80A-L7
	80A Single port, wall mount, 23 ft cable	CP6013B-80A-L7
	80A Dual port, wall mount, 23 ft cable, EMV chip reader	CP6023B-80A-L7-CHIP
	80A Single port, wall mount, 23 ft cable, EMV chip reader	CP6013B-80A-L7-CHIP
	50A Dual port, wall mount, 23 ft cable	CP6023B-50A-L7
	50A Single port, wall mount, 23 ft cable	CP6013B-50A-L7
	50A Dual port, wall mount, 23 ft cable, EMV chip reader	CP6023B-50A-L7-CHIP
	50A Single port, wall mount, 23 ft cable, EMV chip reader	CP6013B-50A-L7-CHIP
Other	Bollard Concrete Mounting Kit	CP6K-CMT-NA

Software and Services

Description	Order Code
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE- <i>n</i> *
ChargePoint Fleet Commercial	CPCLD-COMMERCIAL- <i>n</i> *
ChargePoint Assure	CP6000-ASSURE- <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Site Validation	CPSUPPORT-SITEVALID
ChargePoint Installation and Validation	CP6000-INSTALLVALID

Note: All CP6000 stations require a network service plan per port.

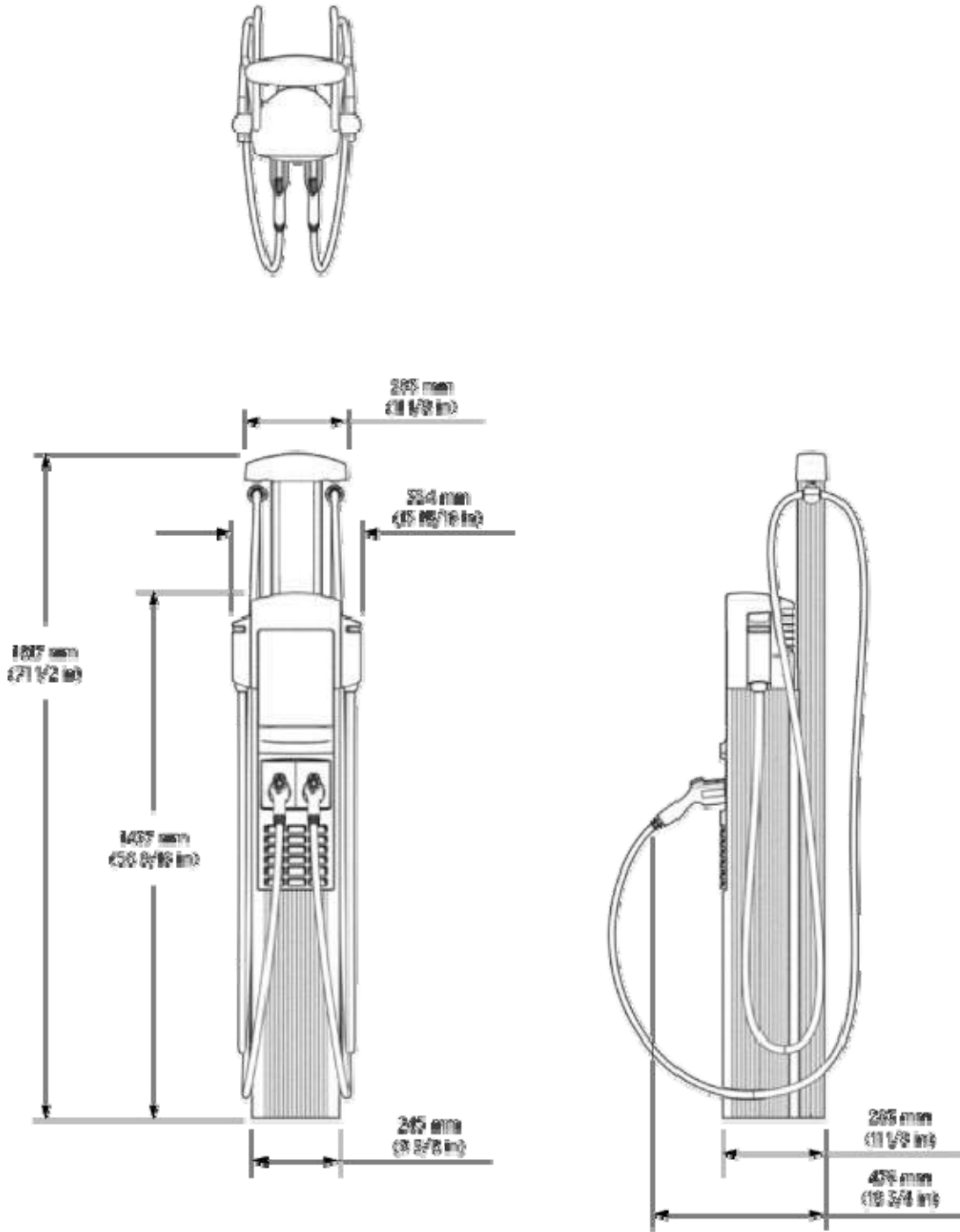
*Substitute *n* for desired years (1, 2, 3, 4 or 5 years)

APPENDIX 1

CP6000 AC Commercial Station Specifications

Architectural Drawings and Dimensions

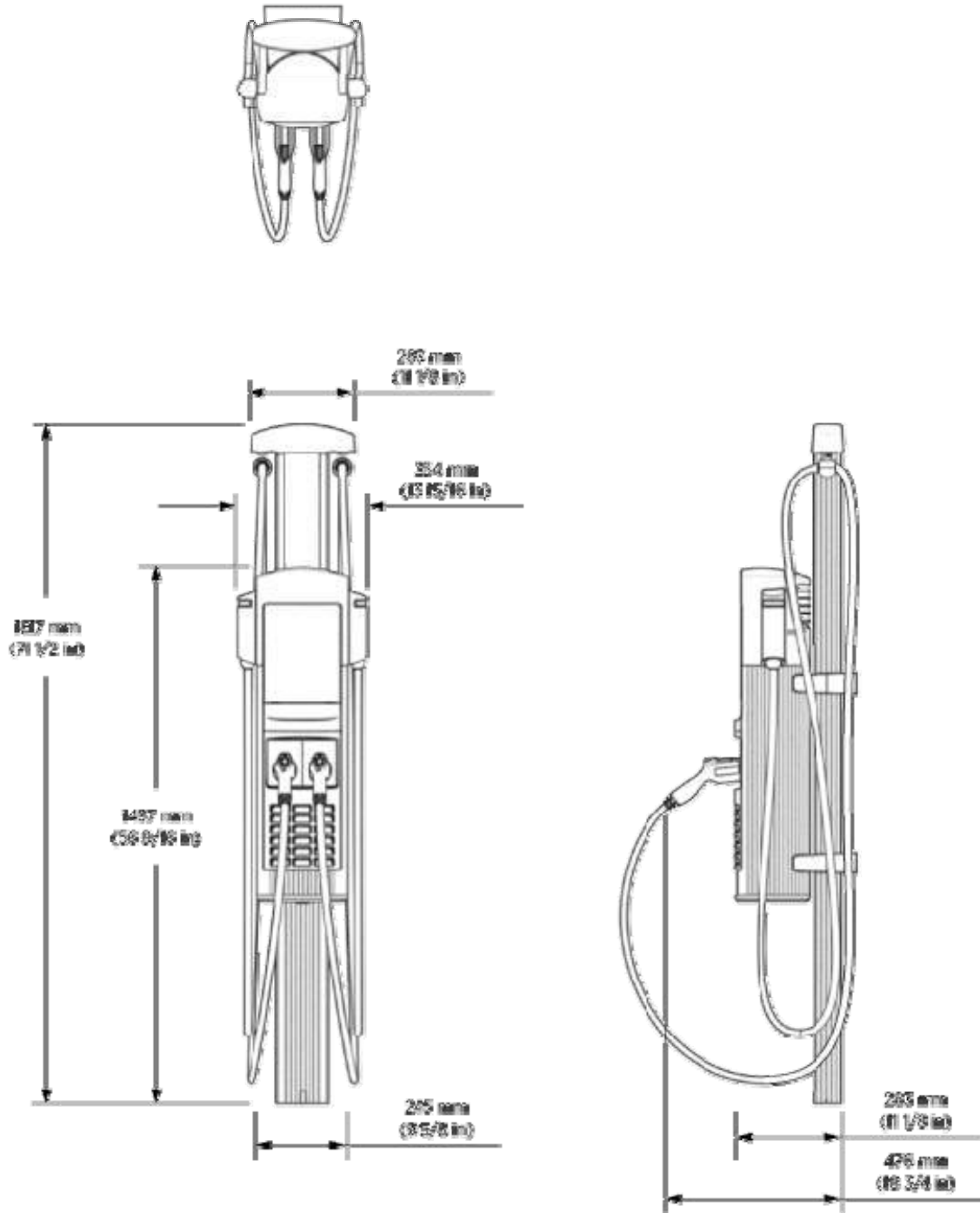
Pedestal Mount



APPENDIX 1

CP6000 AC Commercial Station Specifications

Wall Mount



APPENDIX 1

CP6000 AC Commercial Station Specifications

General Specifications

Electrical Input

The CP6000 AC Commercial Station supports flexible electrical input/output settings up to 80A to fit your fueling needs, whether for a workplace, multi-family dwelling, or other application.

Power Select allows stations to be installed and configured for current lower than the maximum 80A. Power Select current options include 16A, 24A, 32A, 40A, 48A, 50A, 56A, 64A, and 72A.

Power Share allows a dual-port station to share power from a single circuit across two ports, adjusting power depending on whether one or both are charging. Standard wiring uses an independent circuit for each port. Power Share can be used in combination with Power Select.

Station	Electrical Input	Single Port (AC Voltage 208 / 240V AC)			Dual Port (AC Voltage 208 / 240V AC)		
		Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
80A	Maximum 80A (Standard)	80A	One 100A branch circuit	100A dual pole (non-GFCI)	80A x 2	Two independent 100A branch circuits	100A dual pole (non-GFCI) x 2
	Maximum 80A (Power Share*)	N/A	N/A	N/A	80A	One 100A branch circuit	100A dual pole (non-GFCI)
	Power Select** 16A - 72A (Standard)	16A - 72A	One branch circuit rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input current (20A - 90A)	16A - 72A x 2	Two independent branch circuits rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input current (20A - 90A) x 2
	Power Select 16A - 72A (Power Share)	N/A	N/A	N/A	16A - 72A	One branch circuit rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input

APPENDIX 1

CP6000 AC Commercial Station Specifications

							current (20A - 90A)
50A	Maximum 50A (Standard)	50A	One 70A branch circuit	70A dual pole (non-GFCI)	50A x 2	Two independent 70A branch circuits	70A dual pole (non GFCI) x 2
	Maximum 50A (Power Share*)	N/A	N/A	N/A	80A	One 70A branch circuit	70A dual pole (non GFCI)
	Power Select** 16A - 48A (Standard)	16A - 48A	One branch circuit rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A - 60A)	16A - 48A x 2	Two independent branch circuits rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A - 60A) x 2
	Power Select 16A - 48A (Power Share)	N/A	N/A	N/A	16A - 48A	One branch circuit rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A - 60A)
Service Panel/Breaker GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)						
Wiring – Standard	3-wire (L1, L2, Earth) No neutral			5-wire (L1, L1, L2, L2, Earth)			
Wiring – Power Share	N/A			3-wire (L1, L2, Earth)			
Station Power	8 W typical (standby), 15 W maximum (operation)						
Line to Ground Voltage	120V +/- 10%						

Electrical Output for 80A Station

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Maximum 80A (Standard)	19.2 kW (240V AC @ 80A)	19.2 kW (240V AC @ 80A)
Maximum 80A (Power Share)	N/A	19.2 kW (240V AC @ 80A) x 1 or 9.6 kW (240V AC @ 40A) x 2
Power Select 16A - 72A (Standard)	3.8 kW - 17.3 kW (240V AC @ 16A - 72A)	3.8 kW - 17.3 kW (240V AC @ 16A - 72A) x 2

APPENDIX 1

CP6000 AC Commercial Station Specifications

Power Select 16A - 72A (Power Share)	N/A	3.8 kW - 17.3 kW (240V AC @ 16A - 72A) x 1 or 1.9 kW - 8.6 kW (240V AC @ 8A - 36A) x 2
---	-----	--

Electrical Output for 50A Station

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Maximum 50A (Standard)	12.0 kW (240V AC @ 50A)	12.0 kW (240V AC @ 50A)
Maximum 50A (Power Share)	N/A	12.0 kW (240V AC @ 50A) x 1 or 6.0 kW (240V AC @ 25A) x 2
Power Select 16A - 48A (Standard)	3.8 kW - 11.5 kW (240V AC @ 16A - 48A)	3.8 kW - 11.5 kW (240V AC @ 16A - 48A) x 2
Power Select 16A - 48A (Power Share)	N/A	3.8 kW - 11.5 kW (240V AC @ 16A - 48A) x 1 or 1.9 kW - 5.8 kW (240V AC @ 8A - 24A) x 2

APPENDIX 1

CP6000 AC Commercial Station Specifications

Mounting and Functional Interfaces

Connector Type	SAE J1772™
Number of Ports	Single, dual
Mounting	Pedestal, wall
Cable Length	18 ft (5.5 m), 23 ft (7m)
Cable Management	Yes
Authentication and Payment	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) NFC (Tap to Charge) Remote: mobile and in vehicle (if supported by vehicle) Contactless credit card EMV chip credit card (for -CHIP models only)
Locking Holster	Yes
ISO 15118 Protocol	Supported by hardware
Display	Full color 8-inch interactive display with full motion video, UV protection, gesture touch controls, and multi-language support

Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Energy Measurement	Meter accuracy 1% Accuracy class 2.0 Acceptance tolerance 1.0%
Power Report/Store Interval	15-minute interval aligned to hour. Responsive to load management signals.
Local Area Network	Wi-Fi 2.4 GHz and 5GHz (802.11 a/n/b/g)
Wide Area Network	LTE Category 4
Network Communication Protocol	OCPP 2.0.1
Ethernet connection	Capable with accessory

Safety and Operational Ratings

Station Enclosure Rating	Type 3R per UL 50E
Safety and Compliance	UL and cUL listed; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625 Energy Star (Dual Port Only) CTEP

APPENDIX 1

CP6000 AC Commercial Station Specifications

Station Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class B
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Terminal Block Temperature Rating	105°C (221°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing

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APPENDIX 1

CP6000 AC Commercial Station Specifications



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Contact Us
Visit [chargepoint.com](https://www.chargepoint.com)

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Express 250

Specifications and Ordering Information



High Power in a Small Footprint

APPENDIX 1

ChargePoint Express 250 Datasheet

Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Hardware

Description		Order Code
Model	Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD
	Express 250 Station includes 2x Power Modules, 1x CCS2 cable, 1x CHAdeMO cable (EU)	CPE250C-625-CCS2-CHD
Connector Options	Cable connectors available include CCS1, CCS2, and/or CHAdeMO. Cables can be ordered with a single connector or a combination.	Please contact ChargePoint Sales
Buy America	The Express 250 is compliant with the Federal Transportation Authority (FTA) and Federal Highway Administration (FHWA) Buy America Options.	Please contact ChargePoint Sales

Software & Services

Description		Order Code
ChargePoint Enterprise Cloud Plan <i>Note: Station activation is included in this plan.</i>		CPCLD-ENTERPRISE-DC-n*
ChargePoint Assure® — Prepaid Assure Plan for one Express 250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.		CPE250-ASSURE-n*
ChargePoint Assure® — Assure Plan for one Express 250 and invoiced annually. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.		CPE250-ASSURE-n-COMMIT*

APPENDIX 1

ChargePoint Express 250 Datasheet

Commissioning Service: includes on-site validation and inspection of electrical, mechanical, installation, wiring and civil parameters for the Express 250 station.	CPE250-COMMISSIONING
Commissioning Service: includes both the installation and commissioning of the Express 250 station.	CPE250-INSTALL-COMMISSIONING

Note: All Express 250 stations require a cloud plan.

*Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

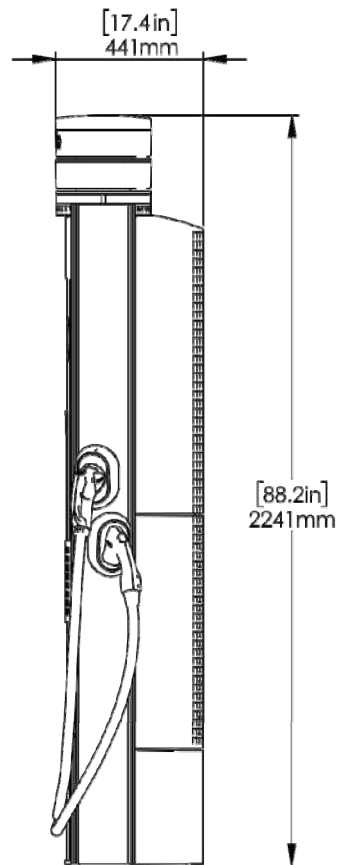
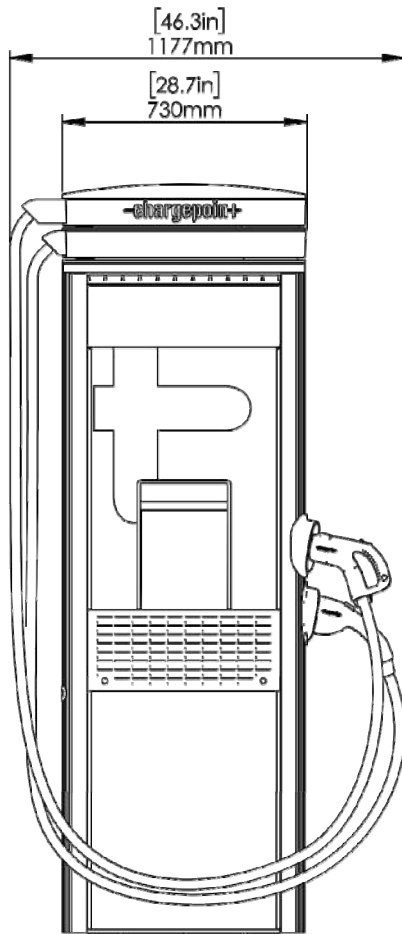
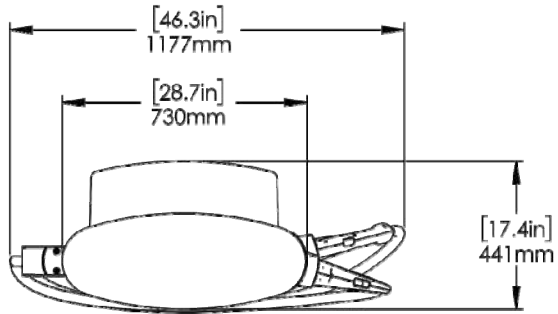
Order Code Information

If ordering this...	...the order code is
Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD

APPENDIX 1

ChargePoint Express 250 Datasheet

Architectural Drawings (Dimensions)



APPENDIX 1

ChargePoint Express 250 Datasheet

General Specifications

Station Electrical Input

Input Rating	400V AC, 3-phase, 96A, 50 Hz 480Y/277V AC, 3-phase, 80A, 60 Hz
Wiring	L1, L2, L3, Neutral & Earth

Station Electrical Output

Max Output Power	62.5 kW
Output Voltage, Charging	200–1,000V DC
Max Output Current	156A
Max Modules per Station	2

Paired Station Electrical Output

Paired Max Output Power	125 kW
Paired Max Output Current	CCS1: 174A or 200A CCS2: 200A CHAdeMO; US: 140A, EU: 125A

Power Module

Max Output Power	31.25 kW
Max Output Current	78 A
Power Conversion Efficiency	> 95%
Power Factor	0.99 at full load
Harmonics	iTHD < 5% (Complies with IEEE 519 Requirements)
Power Module Cooling	Liquid Cooling Technology

APPENDIX 1

ChargePoint Express 250 Datasheet

Functional Interfaces

Max Connector Types per Station	Up to two different connector types per station
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23)
Cable Length with Swing Arm*	Full Horizontal Reach: 4.27m (14')
LCD Display	Full-color 254 mm (10 in) display for driver interaction
Top Display	Full-color 508 mm (20 in) LED display for notifications
Authentication	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) Tap to Charge (NFC on Apple & Android): 15118-2 (EIM) Remote: Mobile and in vehicle (if supported by vehicle)

*Horizontal reach to typical vehicle charging port: 3.76 (12'4")

Connectivity Features

Vehicle Safety Communication	CHAdeMO – JEVS G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 — IEC 61851-23
Plug-Out Detection	Power terminated per JEVS G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2)
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	4G LTE (fall back to 3G GSM)
Supported Communication Protocols	OCPP
Service and Maintenance	Remote system monitoring, diagnostic, and proactive maintenance

Safety and Operational Ratings

Station Enclosure Rating	Type 3R, IP54
Station Impact Rating	IK10
Safety and Compliance	UL and cUL listed: complies with UL 2202, UL 2231-1, UL 2231-2, CSA 107.1 CE marking: complies with IEC 62196, IEC 61851

APPENDIX 1

ChargePoint Express 250 Datasheet

Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3,000A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	U.S.: FCC part 15 Class A; EU: EN55011, EN55022 and IEC61000-4
Storage Temperature	-40°C to 50°C (-40°F to 122°F)
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Operational Altitude	<3,000 m (<9,800 ft)
Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing

Generic Specifications

Station Enclosure Dimensions	2,241 mm H x 730 mm W x 441 mm D (7'4" x 2'5" x 1'5")
Power Module Dimensions	760 mm H x 430 mm W x 130 mm D (2'6" x 1'5" x 5")
Station Weight (without Power Modules)	250 kg (551 lb)
Power Module Weight	45 kg (98.5 lb)

Energy Management Features

Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
Remote Energy Management	Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN

APPENDIX 1

ChargePoint Express 250 Datasheet

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* Listed by Underwriters Laboratories Inc.



CITY OF FORT BRAGG EV

GEAR SUBMITTAL FOR APPROVAL

10/5/2023

Contractor: CITY OF FORT BRAGG

Distributor: REXEL OAKLAND

Project Manager: ERIC WASON

Approved: Chantell O'Neal

12/11/2023

Chantell Oneal



Rexel

APPENDIX 1



Detail Bill of Material

Project Name: FT Bragg EV
General Order No:

Negotiation No: G0260712X3K1
Alternate No: 0000

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 400 Tin Plated Aluminum, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 24 In
		Catalog No	SBANANWBF1A1B2
		Designation	MSB
Structure	1	400 Amp AL Main Structure	Vertical Isol. Barrier (Service Entrance) Horizontal Isol. Barrier (Service Entrance) Compartment 1 - Utility 400A Utility Metering - PACIFIC GAS & ELECTRIC Utility Meter Socket
Structure	2	400 Amp AL Main Structure	Horizontal Isol. Barrier (Service Entrance) Compartment 1 - Breaker 400A, 3P PDG33M Breaker [400A Frame] Thermal Mag Trip - Standard Compartment 2 - Breaker PD23SPACE Breaker Space Compartment 3 - Breaker PD23SPACE Breaker Space Compartment 4 - Breaker PD23SPACE Breaker Space Compartment 5 - Breaker PD23SPACE Breaker Space Compartment 6 - Breaker PD23SPACE Breaker Space Compartment 7 - Breaker PD23SPACE Breaker Space Compartment 8 - Breaker 90A, 3P PDG23M Breaker [100A Frame] Thermal Mag Trip - Standard Mechanical (1) #14-1/0 Compartment 9 - Breaker PD23SPACE Breaker Space
	Qty	List of Materials	
	2	Type 3R (nonwalk-in) Flat Roof	
	1	Service Entrance Label	
	2	Heater Package - (CPT, heater, thermostat, fused disconnect)	
	2	Seismic Freestanding Label (IBC/CBC Seismic Qualified)	
	1	400 Amp AL Main Structure	
	1	400A Utility Metering - PACIFIC GAS & ELECTRIC	
	1	Utility Meter Socket	
	1	Vertical Isol. Barrier (Service Entrance)	
	2	Horizontal Isol. Barrier (Service Entrance)	
	1	400 Amp AL Main Structure	
	1	Mechanical (1) #14-1/0	
	1	90A, 3P PDG23M Breaker [100A Frame], Trip 90 A, Thermal Mag, (1) #14-1/0, Mechanical, Top	
	7	PD23SPACE Breaker Space, Top	
	1	400A, 3P PDG33M Breaker [400A Frame], Trip 400 A, Thermal Mag	

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Copper Bus, 22kAIC, 200A, 3P PDD23F0200 Main Breaker[Top Fed], Surface Mounted
		Catalog No	P21A225BT42CH3R
		Designation	A

APPENDIX 1



Detail Bill of Material

Project Name: FT Bragg EV
General Order No:

Negotiation No: G0260712X3K1
Alternate No: 0000

Qty	List of Materials
1	200A, 3P PDD23F0200 Main Breaker
10	40A, 2P QBHW-H Branch Breaker
20	20A, 1P QBHW Branch Breaker
2	1P Branch Provision Only
1	Copper Main Bus, 225 Amps
1	Std. Bolted Al Ground Bar (Al/Cu Cable)
1	Panel Nameplate - White with Black Letters
1	Type 3R Enclosure: LWPQ2048

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: General Purpose Vented
			3 Phase, 75 KVA, 1 K-Factor 480 Primary Volts 208Y/120 Secondary Volts Temperature Rise 150C with 220C Insulation System Aluminum Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 50 Efficiency : DOE 10 CFR Part 431 (2016) UL Listed : Y OSHDP Compliant (verify mounting method in OSP) Enclosure Type: TENV NEMA 3R Operating Frequency: 60 HZ
		Catalog No	V48M28T75NV

Qty	List of Materials
1	3 Phase, 75 KVA, 480 Primary Volts, 208Y/120 Secondary Volts, 150C with 220C Insulation System Temperature Rise, Aluminum Winding Material, 60 HZ
1	TX Lug Kit/1PH 50-75KVA/3PH 75-112.5KVA

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

APPENDIX 1

Switchboard General Information

Pow-R-Line Xpert - Specifications

Quantity: 1

Alignment: Front Access/ Front and Rear Align

Service: 480Y/277V 3-Phase 4-Wire

Minimum Interrupt Rating: 65 kA

Bus Specifications

Bus Amps: 400

Bus Bracing Rating: 65kA

Neutral Amps: 400

Bus Material: Tin Plated Aluminum

Heat Test

Ground Bus Material: Tin Plated Aluminum Ground Bus Bolted To Frame, (1) #6-350 kcmil Ground Lug

Incoming Information

Structure Specifications

Service Entrance

Enclosure Type: Type 3R (nonwalk-in) Flat Roof

Enclosure: Outdoor Enlosure Configuration Per Euserc Dwg 354

Seismic Label (IBC/CBC Seismic Qualified) - Freestanding

Refer to seismic installation data sheet TD01508002E and drawing 1A32497 for details.

Heater package - (CPT, heater, thermostat, fused disconnect)

Special Notes

Qty Description

Catalog Number

Utility Specifications

Struct # 1

Hot Seq. 400 Amps Util. Mtr. Compt. - PACIFIC GAS & ELECTRIC
 Utility Service Requirements Page References:
 Lug Drillings Per Dwg. : PG&E 10-32,33,34,35 and EUSERC 347
 CT Compartment Per Dwg. PG&E 10-2,3,4,5,6,8,9 and EUSERC 320, 325
 UGPS Per Dwg. PG&E 10-25,26,32,33,34,35 and EUSERC 345
 Meter Door per Dwg. PG&E 10-3,4,36,37,39 and EUSERC 332
 15J Meter Socket(s)
 1 Drillings
 (1) EUSERC Press Bolts

Enclosure properties

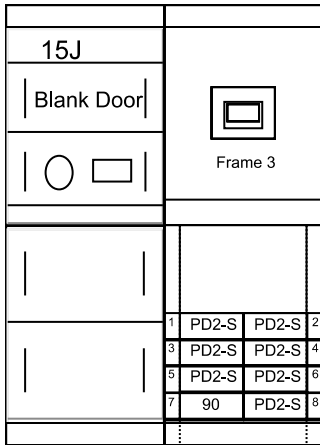
Struct #

Struct #	Description/Modifications
1	Incoming Utility Structures (Incoming Utility Section) Vertical isolating barrier Horizontal isolating barrier
2	Main device feeding 22x chassis feeders and adjacent structures (Main Structure) Horizontal isolating barrier

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY MATT THATCHER	DATE 10/5/2023	Eaton		SumterSC	
APPROVED BY <i>Chantell Omeal</i>	DATE	JOB NAME FT Bragg EV	DESIGNATION MSB		
VERSION 9.0.32.2	TYPE Switchboards	DRAWING TYPE CustAppr			
NEG-ALT Number G0260712X3K1-0000	REVISION 0	DWG SIZE DwgA	G.O.	ITEM	SHEET 1 of 3

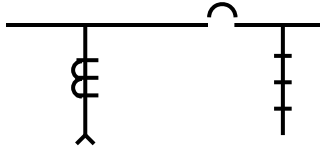
APPENDIX 1



Front View

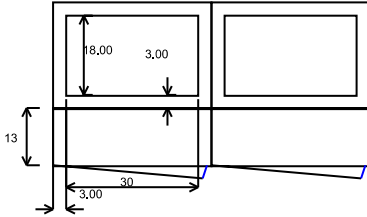
Struct	1 *	2 *
Depth	24	24
Width	36	36

Power Flow



See 1A32044 For Bottom Conduit Detail

Rear Floor Plan



Total of 2 Structures, Total Weight of 1142 Weight-Lbs. with Front Hinged Doors.

Total of 2 Structures, Total Weight of 72 Inches with Front Hinged Doors.

Structure	1	2			
Ship-Inches	36.00	36.00			
Ship-MM	914	914			
Width-Inches	36.00	36.00			
Width-MM	914	914			
Depth(Inner)-In.	24.00	24.00			
Depth(Inner)-MM	609	609			
Depth(Outer)-In.	37.00	37.00			
Depth(Outer)-MM	939	939			
Height-Inches	90.00	90.00			
Height-MM	2286	2286			
Weight-Lbs.(Est.)	510	632			
Weight-Kg.(Est.)	231	286			

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PREPARED BY MATT THATCHER	DATE 10/5/2023	Eaton SumterSC	
APPROVED BY <i>Chantell Orsial</i>	DATE	JOB NAME FT Bragg EV	DESIGNATION MSB
VERSION 9.0.32.2	TYPE Switchboards	DRAWING TYPE CustAppr	
NEG-ALT Number G0260712X3K1-0000	REVISION 0	DWG SIZE DwgA	G.O. ITEM SHEET 2 of 3

APPENDIX 1

Switchboard Units Information

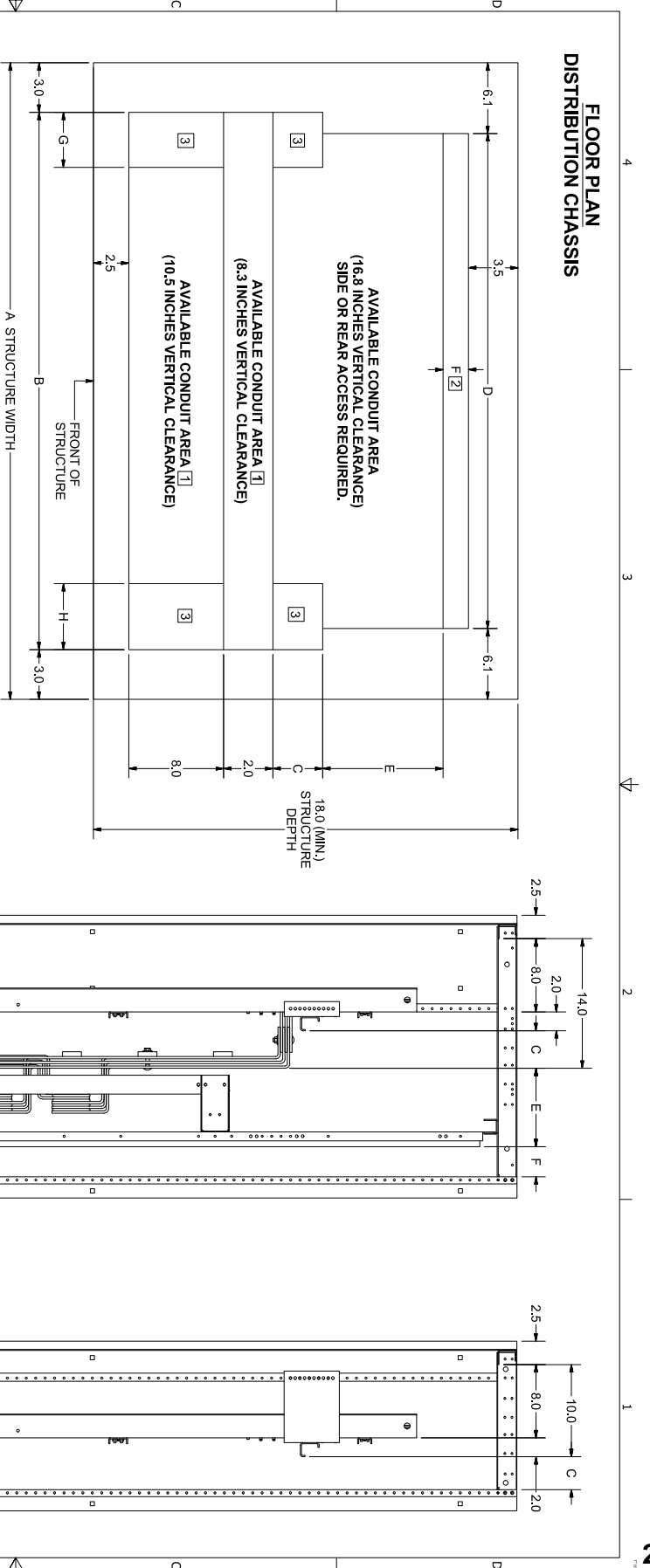
Str#	Unit	Description/Modifications	Nameplate
1		400A Utility Metering - PACIFIC GAS & ELECTRIC	
2		Main Breaker - Ind Mtd-400A, 3P PDG33M Breaker [400A Frame], Trip(Ir) 400A., Thermal Mag	
1		Feeder Breaker - Chassis Mtd-PD23SPACE Breaker Space	
2		Feeder Breaker - Chassis Mtd-PD23SPACE Breaker Space	
3		Feeder Breaker - Chassis Mtd-PD23SPACE Breaker Space	
4		Feeder Breaker - Chassis Mtd-PD23SPACE Breaker Space	
5		Feeder Breaker - Chassis Mtd-PD23SPACE Breaker Space	
6		Feeder Breaker - Chassis Mtd-PD23SPACE Breaker Space	
7		Feeder Breaker - Chassis Mtd-90A, 3P PDG23M Breaker [100A Frame], Trip(Ir) 90A., Thermal Mag Terminals, Mechanical, (1) #14-1/0, Top Neutral Terminal, (1) #14-1/0	
8		Feeder Breaker - Chassis Mtd-PD23SPACE Breaker Space	

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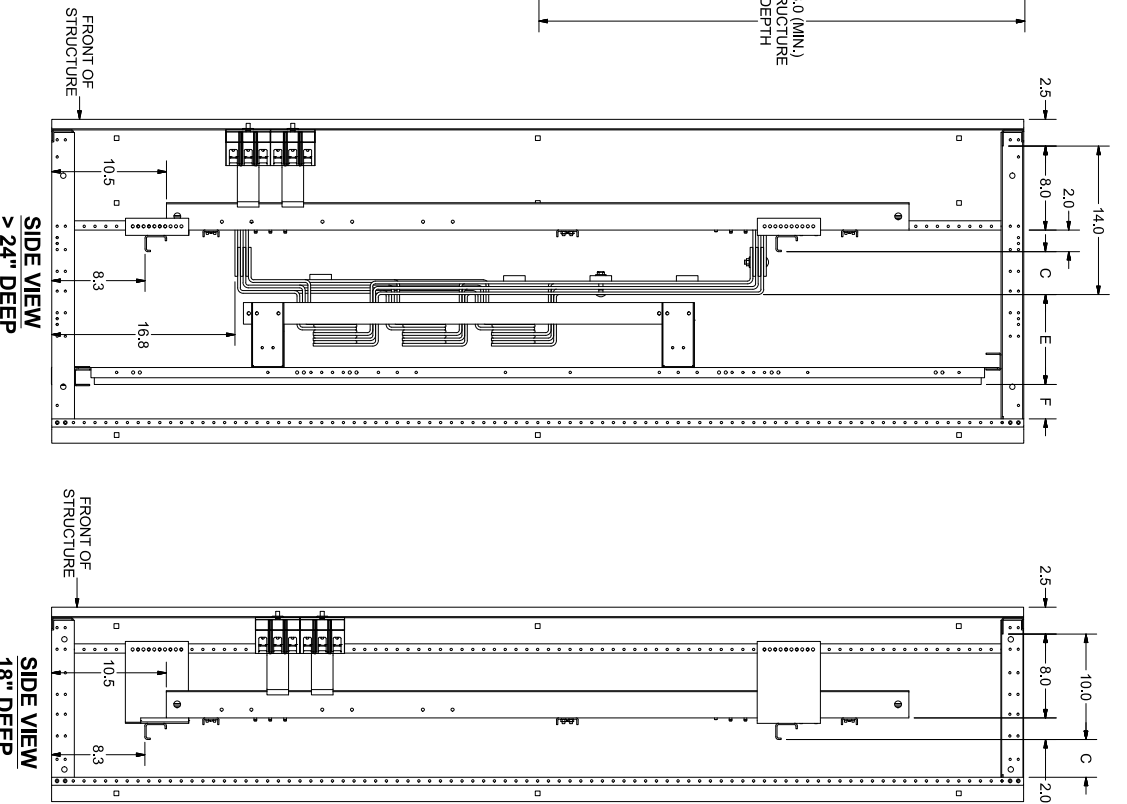
PREPARED BY MATT THATCHER	DATE 10/5/2023	Eaton		SumterSC	
APPROVED BY <i>Chantell Onsal</i>	DATE	JOB NAME FT Bragg EV	DESIGNATION MSB		
VERSION 9.0.32.2	TYPE Switchboards	DRAWING TYPE CustAppr			
NEG-ALT Number G0260712X3K1-0000	REVISION 0	DWG SIZE DwgA	G.O.	ITEM	SHEET 3 of 3

APPENDIX 1

FLOOR PLAN DISTRIBUTION CHASSIS



STRUCTURE DIMENSIONS	A (INCHES)	B (INCHES)	C (INCHES)	D (INCHES)	E (INCHES)	F (INCHES)	G (INCHES)	H (INCHES)
36W X 18D	36.0	30.0	2.0	23.8	N/A	N/A	3.0	5.0
45W X 18D	45.0	39.0	2.0	32.8	N/A	N/A	5.0	12.0
36W X 24D	36.0	45.0	2.0	38.8	N/A	N/A	11.5	11.5
38W X 18D	38.0	30.0	4.0	23.8	4.0	N/A	3.0	5.0
45W X 24D	45.0	39.0	4.0	32.8	4.0	N/A	5.0	12.0
51W X 24D	51.0	45.0	4.0	38.8	4.0	N/A	11.5	11.5
36W X 30D	36.0	30.0	4.0	23.8	8.5	1.5	3.0	5.0
45W X 30D	45.0	39.0	4.0	32.8	8.5	1.5	5.0	12.0
51W X 30D	51.0	45.0	4.0	38.8	8.5	1.5	11.5	11.5
36W X 36D	36.0	30.0	4.0	23.8	8.5	7.5	3.0	5.0
45W X 36D	45.0	39.0	4.0	32.8	8.5	7.5	5.0	12.0
51W X 36D	51.0	45.0	4.0	38.8	8.5	7.5	11.5	11.5
36W X 48D	36.0	30.0	4.0	23.8	8.5	19.5	3.0	5.0
45W X 48D	45.0	39.0	4.0	32.8	8.5	19.5	5.0	12.0
51W X 48D	51.0	45.0	4.0	38.8	8.5	19.5	11.5	11.5
36W X 54D	36.0	30.0	4.0	23.8	8.5	25.5	3.0	5.0
45W X 54D	45.0	39.0	4.0	32.8	8.5	25.5	5.0	12.0
51W X 54D	51.0	45.0	4.0	38.8	8.5	25.5	11.5	11.5
36W X 66D	36.0	30.0	4.0	23.8	8.5	37.5	3.0	5.0
45W X 66D	45.0	39.0	4.0	32.8	8.5	37.5	5.0	12.0
51W X 66D	51.0	45.0	4.0	38.8	8.5	37.5	11.5	11.5



- NOTES:
- 1) FOR FUSIBLE SWITCHES, ALL CABLE ENTRY AREA BEHIND DISTRIBUTION CHASSIS AND CROSS BUS. REQUIRES SIDE OR REAR ACCESS
 - 2) CONDUIT AREA AVAILABLE WITH SIDE OR REAR ACCESS 90.00 INCHES VERTICAL CLEARANCE
 - 3) OPEN WIREWAY 90.00 INCHES VERTICAL CLEARANCE.

1	REVISION	RRR#5493	4	ECR-0023779	JTR 8/3/2020 RBH 8/3/2020 UPDATED DRAWING AND COMBINED 1A32041 - 1A32043 INTO 1A32044.	CR-00024710	JTR 4/16/2021 RBH 4/16/2021 ADDED "C" DIM TO STRUCTURE VIEWS, REVISED FLOORPLAN.	CR-00027110	JTR 7/11/22 RBH 7/11/22 ADDED "G" & "H" TO DRAWING, OPEN WIREWAY.	CR-00027232	JTR 8/19/2022 RBH 8/19/2022 REVISED "G" AND "H" DIMS, ADDED BOX AT "G X C & H X C".	2	THE INFORMATION ON THIS DOCUMENT IS UNCLASSIFIED AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT IS SUPPLIED.	3	3341	NTS	1A32043G01 IAW	4	STANDARD	1	SUMNER, SC
2	REVISION	RRR#5493	3	ECR-0023779	JTR 8/3/2020 RBH 8/3/2020 UPDATED DRAWING AND COMBINED 1A32041 - 1A32043 INTO 1A32044.	CR-00024710	JTR 4/16/2021 RBH 4/16/2021 ADDED "C" DIM TO STRUCTURE VIEWS, REVISED FLOORPLAN.	CR-00027110	JTR 7/11/22 RBH 7/11/22 ADDED "G" & "H" TO DRAWING, OPEN WIREWAY.	CR-00027232	JTR 8/19/2022 RBH 8/19/2022 REVISED "G" AND "H" DIMS, ADDED BOX AT "G X C & H X C".	2	THE INFORMATION ON THIS DOCUMENT IS UNCLASSIFIED AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT IS SUPPLIED.	3	3341	NTS	1A32043G01 IAW	4	STANDARD	1	SUMNER, SC
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Item Number:	G0260712X3K1-0000-10/5/2023	Job Name:	FT Bragg EV
Catalog Number:	SBANANWBF1A1B2	Designation:	MSB

APPENDIX 1

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Main Breaker 200A V. Mtd. PDD23F0200, TMTU </div> <table style="width: 100%; border-collapse: collapse; border: 1px solid black;"> <tr><td style="border: 1px solid black; width: 5%;">1</td><td style="border: 1px solid black; width: 20%;">QBHW2040H</td><td style="border: 1px solid black; width: 20%;">QBHW2040H</td><td style="border: 1px solid black; width: 5%;">2</td></tr> <tr><td style="border: 1px solid black;">3</td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;">4</td></tr> <tr><td style="border: 1px solid black;">5</td><td style="border: 1px solid black;">QBHW2040H</td><td style="border: 1px solid black;">QBHW2040H</td><td style="border: 1px solid black;">6</td></tr> <tr><td style="border: 1px solid black;">7</td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;">8</td></tr> <tr><td style="border: 1px solid black;">9</td><td style="border: 1px solid black;">QBHW2040H</td><td style="border: 1px solid black;">QBHW2040H</td><td style="border: 1px solid black;">10</td></tr> <tr><td style="border: 1px solid black;">11</td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;">12</td></tr> <tr><td style="border: 1px solid black;">13</td><td style="border: 1px solid black;">QBHW2040H</td><td style="border: 1px solid black;">QBHW2040H</td><td style="border: 1px solid black;">14</td></tr> <tr><td style="border: 1px solid black;">15</td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;">16</td></tr> <tr><td style="border: 1px solid black;">17</td><td style="border: 1px solid black;">QBHW2040H</td><td style="border: 1px solid black;">QBHW2040H</td><td style="border: 1px solid black;">18</td></tr> <tr><td style="border: 1px solid black;">19</td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;"> </td><td style="border: 1px solid black;">20</td></tr> <tr><td style="border: 1px solid black;">21</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">22</td></tr> <tr><td style="border: 1px solid black;">23</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">24</td></tr> <tr><td style="border: 1px solid black;">25</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">26</td></tr> <tr><td style="border: 1px solid black;">27</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">28</td></tr> <tr><td style="border: 1px solid black;">29</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">30</td></tr> <tr><td style="border: 1px solid black;">31</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">32</td></tr> <tr><td style="border: 1px solid black;">33</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">34</td></tr> <tr><td style="border: 1px solid black;">35</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">36</td></tr> <tr><td style="border: 1px solid black;">37</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">38</td></tr> <tr><td style="border: 1px solid black;">39</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">QBHW1020</td><td style="border: 1px solid black;">40</td></tr> <tr><td style="border: 1px solid black;">41</td><td style="border: 1px solid black; text-align: center;">PROV</td><td style="border: 1px solid black; text-align: center;">PROV</td><td style="border: 1px solid black;">42</td></tr> </table> <div style="border: 1px solid black; padding: 5px; margin-top: 5px; text-align: center;"> Blank Cover 3 inches </div>	1	QBHW2040H	QBHW2040H	2	3			4	5	QBHW2040H	QBHW2040H	6	7			8	9	QBHW2040H	QBHW2040H	10	11			12	13	QBHW2040H	QBHW2040H	14	15			16	17	QBHW2040H	QBHW2040H	18	19			20	21	QBHW1020	QBHW1020	22	23	QBHW1020	QBHW1020	24	25	QBHW1020	QBHW1020	26	27	QBHW1020	QBHW1020	28	29	QBHW1020	QBHW1020	30	31	QBHW1020	QBHW1020	32	33	QBHW1020	QBHW1020	34	35	QBHW1020	QBHW1020	36	37	QBHW1020	QBHW1020	38	39	QBHW1020	QBHW1020	40	41	PROV	PROV	42	<p style="text-align: right;">(Section 1 of 1)</p> <p>General Information</p> <p>Service Voltage: 208Y/120V 3Ph 4W Enclosure: Type 3R Bus Rating & Type: 225A Copper Neutral Rating: 225A Ground Bar: Std. Bolted Aluminum, Al or Cu cable S.C. Rating: 22k A.I.C. Fully Rated</p> <p>Main Device Type: Main Breaker - Top Cable Entry Main Terminals: Mechanical - (1) #4-4/0 (Cu/Al) Neutral Terminals: Mechanical - (1) #6-300 kcmil (Cu/Al) Box Catalog No.: LWPQ2048 Trim: Standard Trim (Includes Trim)</p> <p style="padding-left: 40px;">Surface Mounted</p> <p>Box Dimensions: 48.00" [1219.2mm]H x 20.00" [508.0mm]W x 6.5" [165.1mm]D Min. Gutter Size: Top = 5.5" [139.7mm] Bottom = 5.5" [139.7mm] Left = 6.0" [152.4mm] Right = 6.0" [152.4mm]</p> <p>Panel ID Nameplate: (1) A Type: Plastic, adhesive-backed (2) 208Y/120V 3Ph 4W Color: White with Black Letters (3)</p> <p>UL ***Non-Interchangeable Main Device***</p> <hr/> <p>Trim Lock: T-Handle Lock Assembly Circuit Directory: Plastic Sleeve with Card Painted Box: ANSI 61 Material may ship short or be substituted based on availability at the time of manufacturing. Main Circuit Breaker Trip Type: Thermal-Magnetic. Seismic Label (IBC/CBC Seismic Qualified). Heat Loss - Watts (Est.) = 109 Weight - lbs (Est.) = 138 Wire shall be based on the ampacity of 75°C rated conductors unless otherwise indicated.</p>
1	QBHW2040H	QBHW2040H	2																																																																																		
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<p>Device Modifications:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Ref #</th> <th style="width: 90%;">Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Ref #	Description																																											<p>Branch Devices</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Qty</th> <th style="width: 10%;">Poles</th> <th style="width: 15%;">Trip</th> <th style="width: 25%;">Frame</th> <th style="width: 15%;">Amps</th> <th style="width: 30%;">kAIC</th> </tr> </thead> <tbody> <tr><td>10</td><td>2</td><td>40</td><td>QBHW-H</td><td>100</td><td>22</td></tr> <tr><td>20</td><td>1</td><td>20</td><td>QBHW</td><td>100</td><td>22</td></tr> <tr><td>2</td><td>1</td><td> </td><td>PROV</td><td> </td><td> </td></tr> </tbody> </table> <p>Main Devices</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Qty</th> <th style="width: 10%;">Poles</th> <th style="width: 15%;">Trip</th> <th style="width: 25%;">Frame</th> <th style="width: 15%;">Amps</th> <th style="width: 30%;">kAIC</th> </tr> </thead> <tbody> <tr><td>1</td><td>3</td><td>200</td><td>Frame 2</td><td>225</td><td>22</td></tr> </tbody> </table>	Qty	Poles	Trip	Frame	Amps	kAIC	10	2	40	QBHW-H	100	22	20	1	20	QBHW	100	22	2	1		PROV			Qty	Poles	Trip	Frame	Amps	kAIC	1	3	200	Frame 2	225	22
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	APPROVED BY <i>Charrell Onsal</i>	DATE	JOB NAME FT Bragg EV	DESIGNATION A	
	VERSION 1.0.0.60	TYPE PRL1X	DRAWING TYPE Customer Approval		
NEG-ALT Number G0260712X3K1-0000	REVISION 0	DWG SIZE A	G.O.	ITEM	SHEET 1 of 1

APPENDIX 1

Dry-Type Transformers General Information

- Standard Transformer Catalog Number: V48M28T75NV
- Transformer Type: General Purpose Vented
- Phase: 3
- kVA: 75
- Primary Volts: 480
- Secondary Volts: 208Y/120
- Temperature Rise: 150C with 220C Insulation System
- Winding Material: Aluminum
- Enclosure Type: TENV NEMA 3R
- Frequency (Hz): 60
- Frame: 916AN
- Wiring Diagram: 280B
- Weight (lbs.): 926
- Impedance (%): 2.56
- UL Listed: Y
- OSHPD Compliant (verify mounting method in OSP): Y

Standard Values

- K-Factor: 1
- TAPS: 2@+2.5%, 4@-2.5%
- Sound Reduction (dB): 0
- NEMA ST20 Sound Level (dB): 50
- DOE 10 CFR Part 431 (2016) Efficient: Y
- Infrared Viewing Window: None

Field-Installed Accessories Included

- Lug Kit: LKS2 (1PH 50-75KVA or 3PH 75-112.5KV)

<p>The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.</p>	<p>PREPARED BY MATT THATCHER</p>	<p>DATE 10/5/2023</p>	<p>Eaton</p>		
	<p>APPROVED BY <i>Chantell Oneal</i></p>	<p>DATE</p>	<p>JOB NAME FT Bragg EV</p>	<p>DESIGNATION</p>	
	<p>VERSION 1.0.0.4</p>	<p>TYPE Dry-Type Transformer</p>	<p>DRAWING TYPE Customer Appr.</p>		
<p>NEG-ALT Number G0260712X3K1-0000</p>	<p>REVISION 0</p>	<p>DWG SIZE A</p>	<p>G.O.</p>	<p>ITEM</p>	<p>SHEET 1 of 1</p>

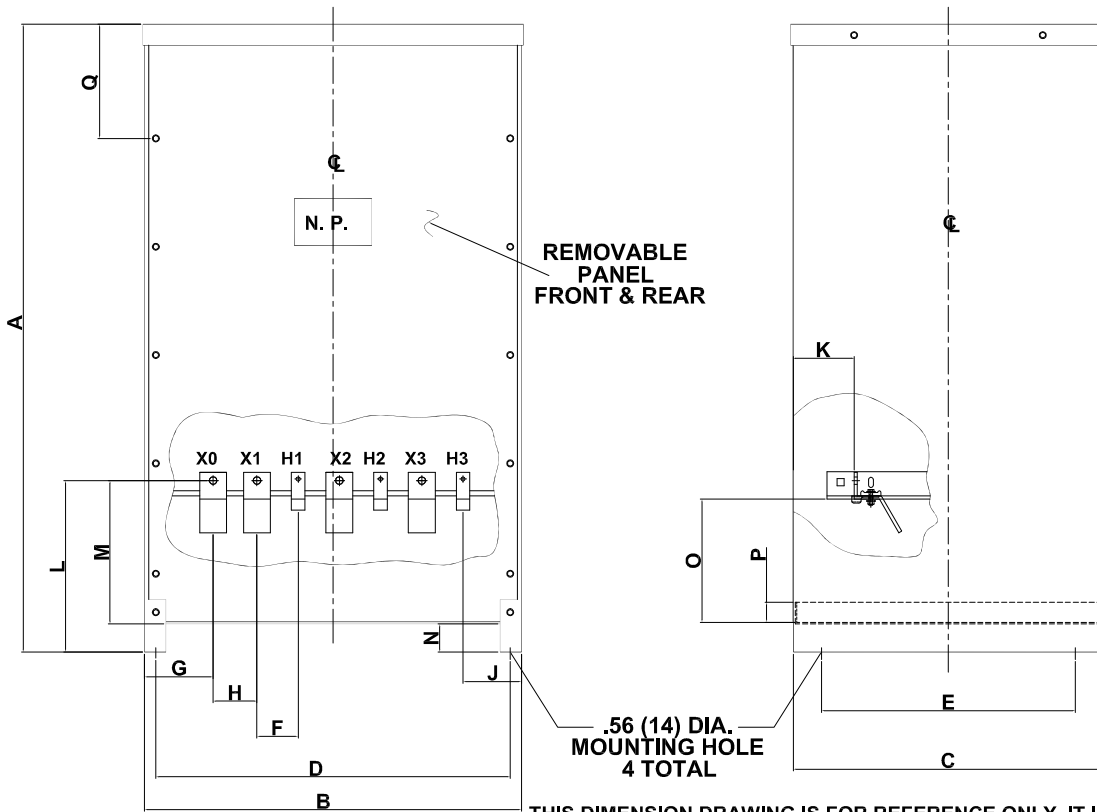
APPENDIX 1

REF.
DWG. NO. 42-5205

NOTES:

1. ALL UNITS ARE DESIGNED IN ACCORDANCE WITH APPLICABLE NEMA, UL, ANSI, AND IEEE STANDARDS.
2. DRY-TYPE VENTILATED, CLASS AA, NEMA TYPE 3R ENCLOSURE.

3. TRANSFORMERS ARE FLOOR MOUNTED.
4. 220°C CLASS INSULATION SYSTEM.
5. PAINT COLOR IS ANSI #61.
6. ALUMINUM UNITS HAVE ALUMINUM WINDINGS AND TERMINATIONS. COPPER UNITS HAVE COPPER WINDINGS AND TERMINATIONS.



THIS DIMENSION DRAWING IS FOR REFERENCE ONLY. IT IS NOT TO BE REGARDED AS INDICATING THE EXACT DETAILS OF CONSTRUCTION.

DIMENSIONS IN INCHES (MM)

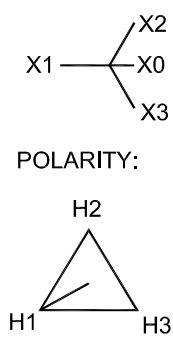
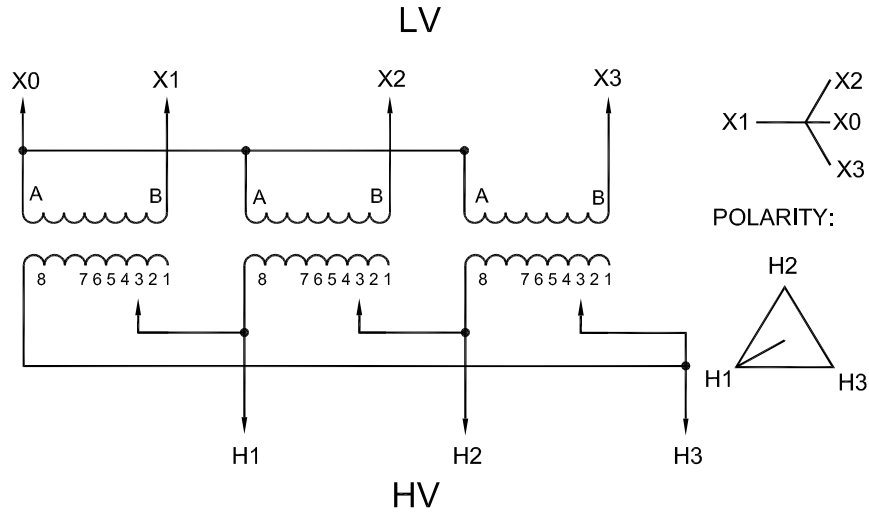
FRAME	A	B	C	D	E	F
FR916AN	46.58(1183)	27.97(710)	23.00(584)	26.29(667)	18.82(478)	3.06(78)
	G	H	J	K	L	M
	5.09(129)	3.25(83)	4.34(110)	4.50(114)	12.72(323)	10.51(267)
	N	O	P	Q		
	2.12(54)	9.13(232)	1.50(38)	6.00(152)		

PRODUCT CODE: OL		FEDERAL ID NO.		DFTR	DATE	THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON CORPORATION. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.			
REMOVED LA LEYENDA OSHPD. ECN076764.		J.C.SOTO	E.ROBLES	7/OCT/13	APPD	DATE	TITLE		
Agregar Leyenda OSHPD ECN068605		ANAVA	C.BADILLO	12/10/12	S.O.		DRY TYPE TRANSFORMER OUTLINE		
REVISIONS		REVISION		G.O.		DWG		SHEET	
		08				FR916AN		1 OF 01	

GO/NEG-Alt-Date: G0260712X3K1-0000-10/5/2023		Job Name: FT Bragg EV	
Item Number:	Catalog Number: V48M28T75NV	Designation:	

APPENDIX 1

VOLTS	TAP
504	1
492	2
480	3
468	4
456	5
444	6
432	7



POLARITY:

PRODUCT CODE: TRANSFORMERS		FEDERAL ID NO.		DFTR	DATE	THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON CORPORATION. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.		EATON	
HEG				APPD	DATE	TITLE			
EER				12/01/01		DRY TYPE TRANSFORMER WIRING SCHEMATIC			
S.O.						TYPE		WIRING	
4		UPDATE FORMAT EATON & CHANGE DESC. TO HW/LV		J.C.S.	C.B.	10/JUN/14		DRY TYPE TRANSFORMER	
REV	DESCRIPTION	DFTR	APPD	DATE		REVISION	G.O.	DWG	SHEET
REVISIONS						04		280B	1 OF 01

GO/NEG-Alt-Date: G0260712X3K1-0000-10/5/2023		Job Name: FT Bragg EV	
Item Number:	Catalog Number: V48M28T75NV	Designation:	

Type PRL1X



Type PRL1X

Product Description

- 240 Vac maximum
- Three-phase four-wire, three-phase three-wire, single-phase three-wire, single-phase two-wire
- 600 A maximum mains
- 100 A maximum branch breakers
- Bolt-on or plug-on branch breakers
- Each branch connector is capable of up to a total of 140 A maximum by breaker ampere rating
- Factory assembled
- Refer to **Page V2-T3-7** for additional information

Application Description

- Lighting branch panelboard
- Fully rated or series rated
- Interrupting ratings up to 200 kA symmetrical
- Suitable for use as Service Entrance Equipment, when specified on the order
- See **Pages V2-T3-7** through **V2-T3-32** for additional information

Contents

Description

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Application Description	V2-T3-8
Standards and Certifications	V2-T3-10
Technical Data and Specifications	V2-T3-11
Type PRL1X	
Product Selection	V2-T3-34
Box Sizing and Selection	V2-T3-35
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Type PRL2X	V2-T3-44
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Type PRL3X	V2-T3-63
Type PRL3E	V2-T3-67
Type PRL3FQS	V2-T3-71
Type PRL4X	V2-T3-74
Type PRL4DX	V2-T3-84

Standards and Certifications

- UL 67, UL 50
- CSA C22.2 No. 29
- Federal Specification W-P-115c
- Refer to **Page V2-T3-10** for additional information



3.3

Panelboards and Lighting Panels

Pow-R-Line Xpert Panelboards

Product Selection

Type PRL1X



PRL1X

Ampere Rating	Interrupting Rating (kA Sym.) 240 Vac	Breaker Type
Main Lug Only		
100	—	—
225	—	—
400	—	—
600	—	—
Main Breaker		
100	10	BAB
100	35	PDG2xF
100	22	QBHW
100	35	PDD2xF
100	65	PDD2xG
100	65	PDG2xG
100	100	PDD2xM
100	100	PDG2xM
225	35	PDD2xF
225	65	PDD2xG
225	100	PDD2xM
400	65	PDD3xG ^④
400	65	PDG3xG* ^④
400	100	PDG3xM* ^④
400	100	LHH
400	200	PDG3xP* ^④
600	65	PDG3xG* ^④
600	85	LGS
600	100	PDG3xM* ^④
600	200	PDG3xP* ^④

PRL1X Branch Circuit Breakers

Bolt-on = BAB, QBHW, QBGF, QBHGF, QBGFEP, QBHGFEP, QBAF, QBAG, QBHAF, QBHAG
Plug-on = HQP, QPHW, QPGF, QPHGF, QPGFEP, QPHGFEP

Ampere Rating	Interrupting Rating (kA Sym.) 240 Vac ^①	Breaker Type
15–60	10	BAB, HQP
70	10	BAB, HQP
80–100	10	BAB, HQP
15–50 ^②	10	QBGF, QPGF ^③
15–50 ^②	10	QBGFEP, QPGFEP ^④
15–20	10	QBCAF ^⑤
15–60	10	BAB-D, HQP-D ^⑥
15–30	10	BAB-C, HQP-B ^⑦
15–30	10	BABRP ^⑧
15–30	10	BABRSP ^⑧
15–60	22	QBHW, QPHW
70	22	QBHW, QPHW
80–100	22	QBHW, QPHW
15–30	22	QBHGF, QPHGF ^③
15–30	22	QBHGFEP, QPHGFEP ^④
15–20	22	QBHCAF ^⑤
Provision	—	—

Notes

- ① Single-pole breakers are rated 120 Vac maximum.
- ② 50 A devices are available as two-pole only.
- ③ GFCI for 5 mA personnel protection.
- ④ GFP for 30 mA equipment protection.
- ⑤ Arc fault circuit breaker.
- ⑥ HID (High Intensity Discharge) rated breaker.
- ⑦ Switching Neutral Breaker. single-pole device requires two-pole space, two-pole device requires three-pole space.
- ⑧ Remote operated circuit breaker.
- ⑨ The 400 A frame must use trip units of ratings 0100–0400, while the 600 A frame must use trip units of ratings 0500, 0600 or designated by H, such as H250. The H as the leading character of the ampacity indicates a high instantaneous version of the breaker for coordination purposes. H ratings must use 600 A frame.

Box Sizing and Selection

Approximate Dimensions in Inches (mm)

Assembled Circuit Breaker Panelboards and Lighting Controls

Box size and box and trim catalog numbers for all standard panelboard types are found on **Page V2-T3-36**.

Instructions

1. Using description of the required panelboard, select the rating and type of main required.
2. Count the total number of branch circuit poles, including provisions, required in the panelboard. Do not count main breaker poles. Convert two- or three-pole branch breaker to single-poles, i.e., three-pole breaker, count as three poles.

Determine sub-feed breaker or through-feed lug requirements.

3. Select the main ampere rating section from table on **Page V2-T3-36**.
4. Select panelboard type from first column, main breaker frame, if applicable, from second column, and sub-feed breaker frame, if applicable, from the third column.
5. From Step #2, determine the number of branch circuits in Column 4.
6. Read box size, box and trim catalog numbers across columns to the right. Specify surface or flush mounting on the order.

Cabinets

Fronts are code-gauge steel, ANSI-61 light gray painted finish.

Boxes are code-gauge galvanized steel without knockouts. Standard depth is 5-3/4 inches (146.1 mm). Standard width is 20 inches (508.0 mm). An optional 28-inch (711.2 mm) wide box is available.

Top and Bottom Gutters

5-1/2 inches (139.7 mm) minimum.

3.3

Panelboards and Lightning Arrestors

Pow-R-Line Xpert Panelboards

APPENDIX 1

Approximate Dimensions in Inches (mm)

PRL1X Panelboard Sizing

3

Panelboard Types	Main Breaker Types and Mounting Position (H) = Horizontal (V) = Vertical	Sub-Feed Breaker Types and Mounting Position (H) = Horizontal (V) = Vertical	Maximum No. of Branch Circuits Including Provisions	Box Dimensions ①			YS Box Catalog Number	LT Trim Catalog Number	EZ Box Catalog Number	EZ Trim Catalog Number
				Height	Width	Depth				
100 A										
Main breaker	BAB, QBHW (H)	—	15	36.00 (914.4)	20.00 (508.0)	5.75 (146.1)	YS2036	LT2036S or F	EZB2036R	EZT2036S or F
		—	27	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
		—	39	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
		—	42	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
Main lugs or main breaker	PDG2xF, PDG2xG, PDG2xM (V)	—	18	36.00 (914.4)	20.00 (508.0)	5.75 (146.1)	YS2036	LT2036S or F	EZB2036R	EZT2036S or F
		—	30	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
		—	42	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
Main lugs or main breaker with 100 A through-feed lugs or sub-feed breaker	PDG2xF, PDG2xG, PDG2xM (V)	PDG2xF, PDG2xG, PDG2xM (V)	18	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
		—	30	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
		—	42	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
225 A										
Main lugs or main breaker	PDD2xF, PDD2xG, PDD2xM, PDG2xM (V)	—	18	36.00 (914.4)	20.00 (508.0)	5.75 (146.1)	YS2036	LT2036S or F	EZB2036R	EZT2036S or F
		—	30	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
		—	42	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
Main lugs or main breaker with 225 A through-feed lugs or sub-feed breaker	PDG2xG, PDG2xM, PDD2xG, PDD2xM (V)	PDG2xG, PDG2xM, PDD2xG, PDD2xM (V)	18	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
		—	30	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
		—	42	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
400 A										
Main breaker	PDD3xG*, PDG3xG*, PDG3xM*, PDG3xP*, LHH (V)	—	18	48.00 (1219.2)	20.00 (508.0)	5.75 (146.1)	YS2048	LT2048S or F	EZB2048R	EZT2048S or F
		—	30	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
		—	42	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
Main lugs or main breaker with 225 A through-feed lugs or sub-feed breaker	PDD3xG*, PDG3xG*, PDG3xM*, PDG3xP*, LHH (V)	PDG2xG, PDG2xM, PDD2xG, PDD2xM (V)	18	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
		—	30	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
		—	42	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
Main breaker with 400 A through-feed lugs or sub-feed breaker	PDD3xG*, PDG3xG*, PDG3xM*, PDG3xP*, LHH (V)	PDD3xG*, PDG3xG*, PDG3xM*, PDG3xP* (V)	18	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
		—	30	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
		—	42	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
600 A										
Main breaker	PDG3xG*, LGS, PDG3xM*, PDG3xP* (V)	—	18	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
		—	30	60.00 (1524.0)	20.00 (508.0)	5.75 (146.1)	YS2060	LT2060S or F	EZB2060R	EZT2060S or F
		—	42	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
Main lugs or main breaker with 225 A through-feed lugs or sub-feed breaker	PDG3xG*, LGS, PDG3xM*, PDG3xP* (V)	PDG2xG, PDG2xM, PDD2xG, PDD2xM (V)	18	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
		—	30	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
		—	42	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
Main breaker with 400 A through-feed lugs or sub-feed breaker	PDG3xG*, LGS, PDG3xM*, PDG3xP* (V)	PDD3xG*, PDG3xG*, PDG3xM*, PDG3xP* (V)	18	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
		—	30	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
		—	42	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
Main breaker with 600 A through-feed lugs or sub-feed breaker	PDG3xG*, LGS, PDG3xM*, PDG3xP* (V)	PDG3xG*, LGS, PDG3xM*, PDG3xP* (V)	18	72.00 (1828.8)	20.00 (508.0)	5.75 (146.1)	YS2072	LT2072S or F	EZB2072R	EZT2072S or F
		—	30	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F
		—	42	90.00 (2286.0)	20.00 (508.0)	5.75 (146.1)	YS2090	LT2090S or F	EZB2090R	EZT2090S or F

Note

① Smaller panelboard box sizes are available if required. Contact Eaton for application information.

Three-Phase Type DT-3E Totally Enclosed Non-Ventilated



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Technical Data and Specifications	V2-T2-111
Class I, Division 2, Hazardous Location Transformers	V2-T2-112
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Buck-Boost and Low-Voltage Lighting Transformers	V2-T2-120
Medium-Voltage Dry-Type Distribution Transformers	V2-T2-149

Totally Enclosed Non-Ventilated Transformers

Product Description

Note: The following pages provide listings for most standard transformer ratings and catalog numbers. For other ratings or catalog numbers not shown, or for special enclosure types (including stainless steel), refer to Eaton.

- Suitable for indoor or outdoor applications
- Totally enclosed, non-ventilated enclosures rated NEMA 3R
- 220°C insulation system
- 150°C rise standard; 115°C or 80°C rise optional
- Totally enclosed non-ventilated transformers are specifically excluded from the scope of U.S. DOE energy efficiency requirements

Application Description

Totally enclosed non-ventilated dry-type transformers are for special applications, where because of adverse atmospheric conditions it is desirable to use a dry-type non-ventilated transformer vs. the ventilated standard unit, which has openings in its enclosure to allow air to flow directly over the core and coil.

In applications where the atmosphere contains conductive, corrosive, or combustible materials, which might damage a transformer, or lint and dust flyings that might block the ventilation passages, the non-ventilated transformer is highly suited. It has no openings in the enclosure. Heat is dissipated by radiating from the surface area of the enclosure. Consequently, the enclosures are larger than those of the standard ventilated type. Non-ventilated transformers are suited for application in the textile, chemical, automotive, petrochemical, foundry, cement, food, paper and other industries.

Features, Benefits and Functions

- 60 Hz operation (50/60 Hz operation available)
- Short-term overload capability as required by ANSI
- Meet NEMA ST-20 sound levels

Standards and Certifications

- UL listed



Industry Standards

All Eaton dry-type distribution and control transformers are built and tested in accordance with applicable NEMA, ANSI and IEEE Standards.

Seismically Qualified

Eaton manufactured dry-type distribution transformers are seismically qualified and exceed requirements of the International Building Code (IBC) and California Code Title 24.

2

Catalog Number Selection

Please refer to Section 2.7 **Page V2-T2-162**.

Product Selection

Additional Product Selection information begins on **Page V2-T2-165**.

Single-Phase—Type DS-3E, 60 Hz ①

240 x 480 Volts to 120/240 Volts +1–5%, –2–5% at 240 Volts Primary; +2–2.5%, –4–2.5% at 480 Volts Primary

kVA	Type	°C Temp. Rise	Frame	Wiring Diagram Number	Weight Lb (kg)	Catalog Number
15	DS-3E	150	FR817N	3XA	350 (159)	T20P11S15NV
25	DS-3E	150	FR818N	3XA	350 (159)	T20P11S25NV
37.5	DS-3E	150	FR820N	3XA	600 (274)	T20P11S37NV
50	DS-3E	150	FR820N	3XA	720 (329)	T20P11S50NV

Three-Phase—Type DT-3E, 60 Hz ①

480 Delta Volts to 208Y/120 Volts +2–2.5% FCAN, 4–2.5% FCBN Taps

kVA	Type	°C Temp. Rise	Frame	Wiring Diagram Number	Weight Lb (kg)	Catalog Number
15	DT-3E	150	FR912DN	280B	480 (217)	V48M28T15NV
30	DT-3E	150	FR912DN	280B	480 (217)	V48M28T30NV
45	DT-3E	150	FR915DN	280B	600 (272)	V48M28T45NV
75	DT-3E	150	FR916AN	280B	760 (344)	V48M28T75NV
112.5	DT-3E	150	FR917N	280B	1100 (499)	V48M28T12NV
150	DT-3E	150	FR918AN	280B	1300 (589)	V48M28T49NV
225	DT-3E	150	FR919EN	275A	2400 (1088)	V48M28T22NV
300	DT-3E	150	FR920EN	275A	2900 (1315)	V48M28T33NV

Notes

① Transformers Type EPT 75 kVA and smaller three-phase, and Type EP 37.5 kVA and smaller single-phase, are furnished in place of non-ventilated transformers as standard. See general-purpose transformers.

Contact your local Eaton sales office for availability of additional totally enclosed non-ventilated transformers. Contact your local Eaton sales office for CE Mark transformer requirements. For other ratings or catalog numbers not shown, or for special enclosure types (including stainless steel), refer to Eaton. Frame drawings/dimensions information begins on **Page V2-T2-204**.

Totally Enclosed Non-Ventilated Transformers

Accessories

Please refer to Section 2.7 **Page V2-T2-167**.

Technical Data and Specifications

Frequency

Eaton standard dry-type distribution transformers are designed for 60 Hz operation. Transformers required for other frequencies are available and must be specifically designed.

Overload Capability

Short-term overload is designed into transformers as required by ANSI. Dry-type distribution transformers will deliver 200% nameplate load for one-half hour, 150% load for one hour and 125% load for four hours without being damaged, provided that a constant 50% load precedes and follows the overload. See ANSI C57.96-01.250 for additional limitations.

Continuous overload capacity is not deliberately designed into a transformer because the design objective is to be within the allowed winding temperature rise with nameplate loading.

Insulation System and Temperature Rise

Industry standards classify insulation systems and rise as shown below:

Insulation System Classification

Ambient	+ Winding Rise	+ Hot Spot	= Temp. Class
40°C	55°C	10°C	105°C
40°C	80°C	30°C	150°C
25°C	135°C	20°C	180°C
40°C	115°C	30°C	185°C
40°C	150°C	30°C	220°C

The design life of transformers having different insulation systems is the same—the lower-temperature systems are designed for the same life as the higher-temperature systems.

Enclosures

Eaton totally enclosed, non-ventilated transformers, Types DS-3E and DT-3E, use a NEMA 3R rated enclosure as standard.

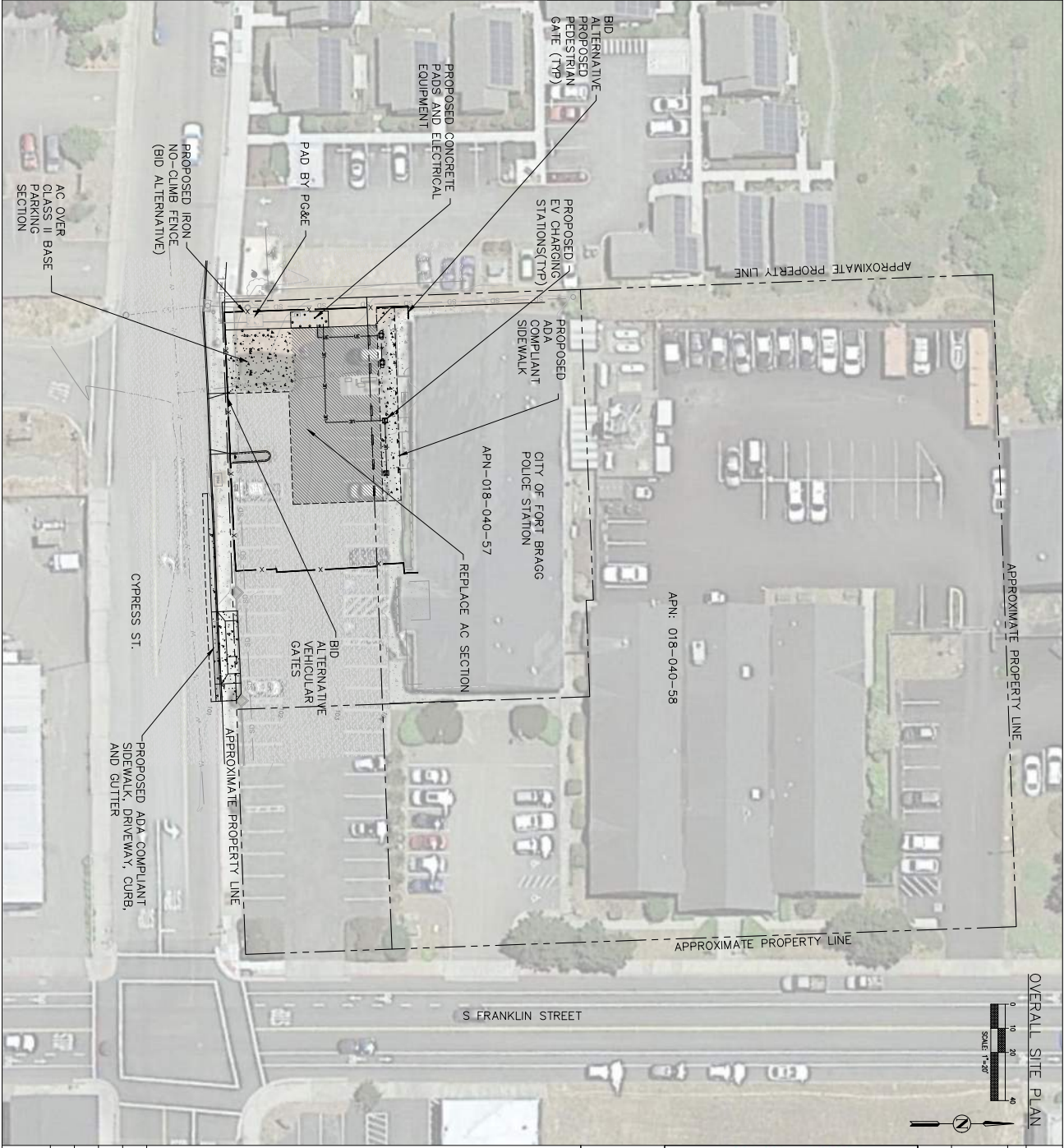
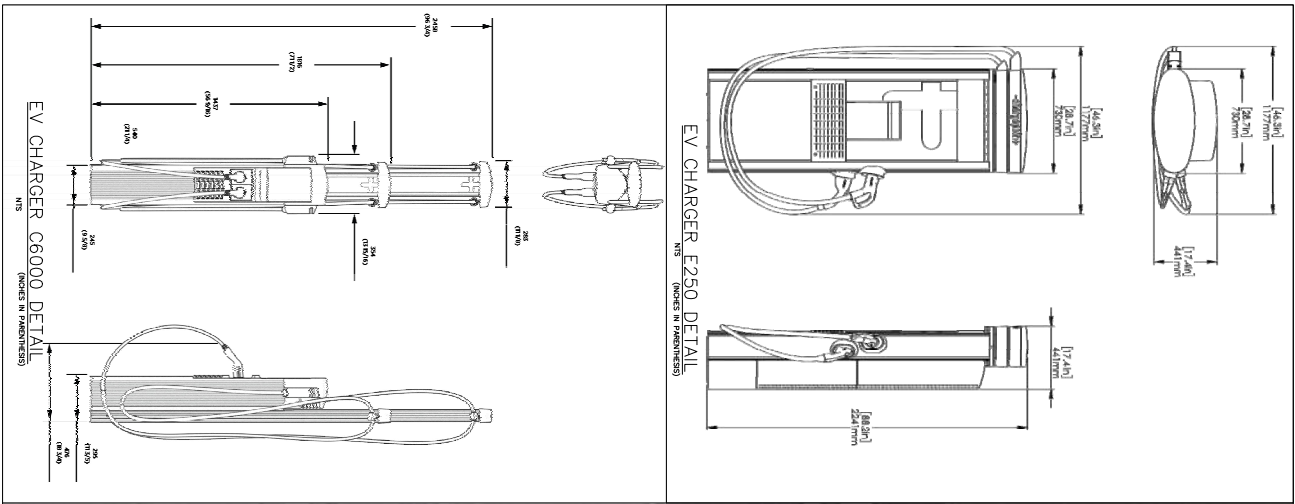
Winding Terminations

Primary and secondary windings are terminated in the wiring compartment. Totally enclosed non-ventilated transformers have leads brought out to aluminum pads that are pre-drilled to accept Cu/Al lugs. **Lugs are not supplied with these transformers.** Eaton recommends external cables be rated 75°C for ventilated designs.

Series-Multiple Windings

Series-multiple windings consist of two similar coils in each winding that can be connected in series or parallel (multiple). Transformers with series-multiple windings are designated with an “x” or “/” between the voltage ratings, such as voltages of “120/240” or “240 x 480.” If the series-multiple winding is designated by an “x,” the winding can be connected only for a series or parallel. With the “/” designation, a mid-point also becomes available in addition to the series or parallel connection. As an example, a 120 x 240 winding can be connected for either 120 (parallel) or 240 (series), but a 120/240 winding can be connected for 120 (parallel), or 240 (series), or 240 with a 120 mid-point.

Note: The preceding pages provide listings for most standard transformer ratings and catalog numbers. For all-copper and bolt-on-breaker designs, contact Eaton. For other ratings or catalog numbers not shown, or for special enclosure types (including stainless steel), refer to Eaton.



CITY OF FORT BRAGG
EV FLEET CHARGING STATIONS IMPROVEMENT PLAN
250 Cypress Street
Fort Bragg, CA 95437
OVERALL SITE PLAN AND DETAILS

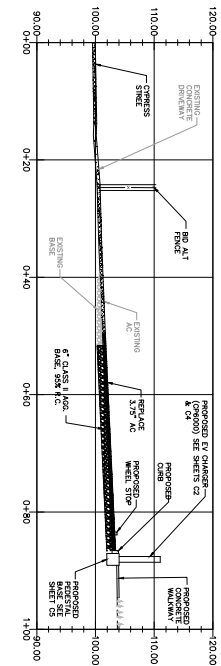
PROJECT: 23-12
DATE: 03/08/2024
SCALE: 1"=40'
DRAWN: SL/MM

TALL TREE ENGINEERING
CIVIL & GEOTECHNICAL

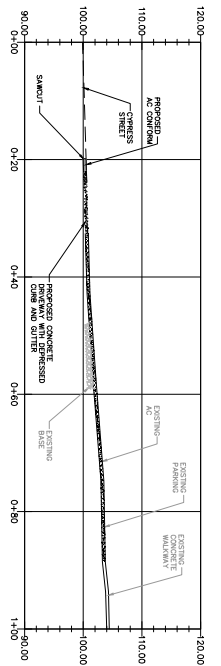
REVISION	DESCRIPTION	BY	DATE

Tall Tree Engineering, Inc.
99 S. Main St.
Willits, CA 95490

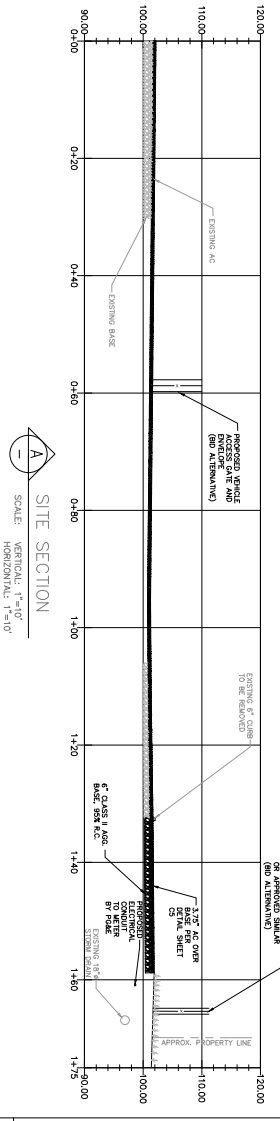
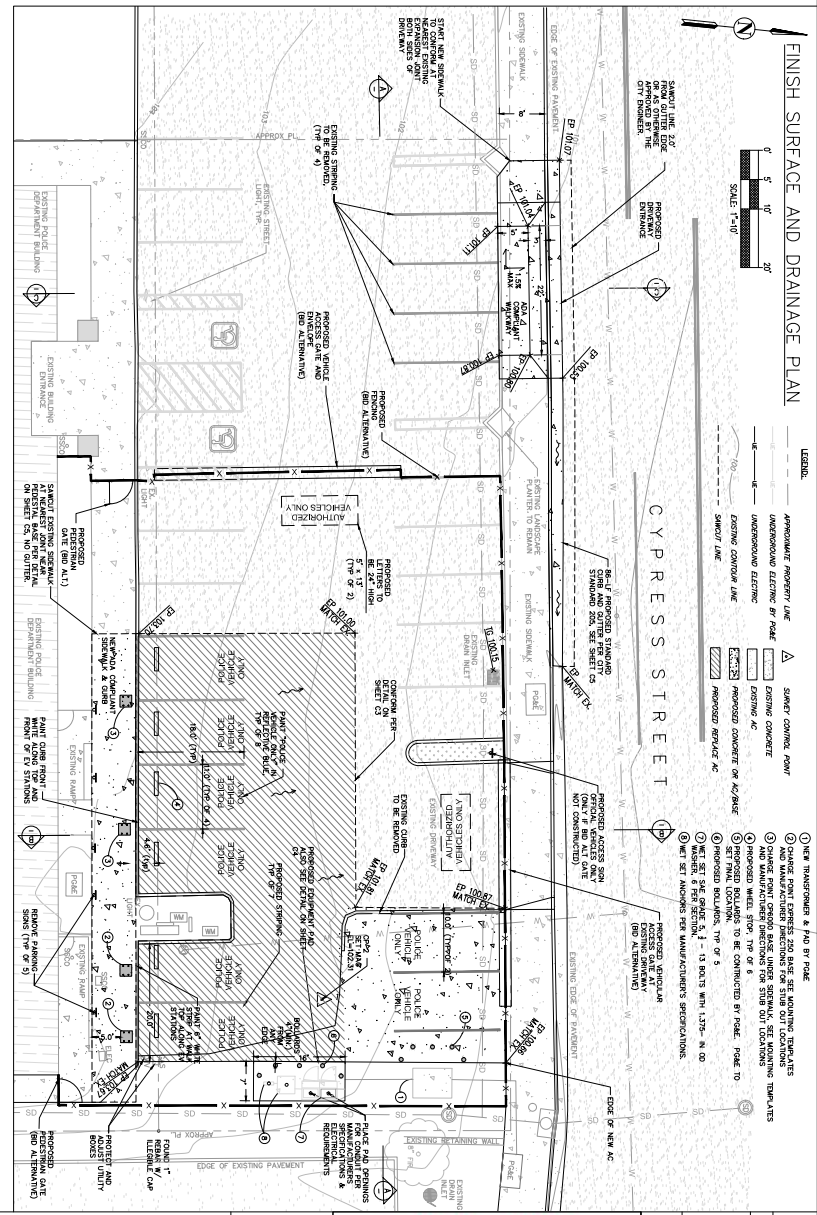
OVERALL SITE PLAN
SCALE: 1"=40'



B-B
SITE SECTION
SCALE: VERTICAL: 1"=1'-0"
HORIZONTAL: 1"=10'



C-C
SITE SECTION
SCALE: VERTICAL: 1"=1'-0"
HORIZONTAL: 1"=10'



A-A
SITE SECTION
SCALE: VERTICAL: 1"=1'-0"
HORIZONTAL: 1"=10'

CITY OF FORT BRAGG
EV FLEET CHARGING STATIONS IMPROVEMENT PLAN
250 Cypress Street
Fort Bragg, CA 95437

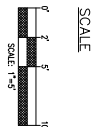
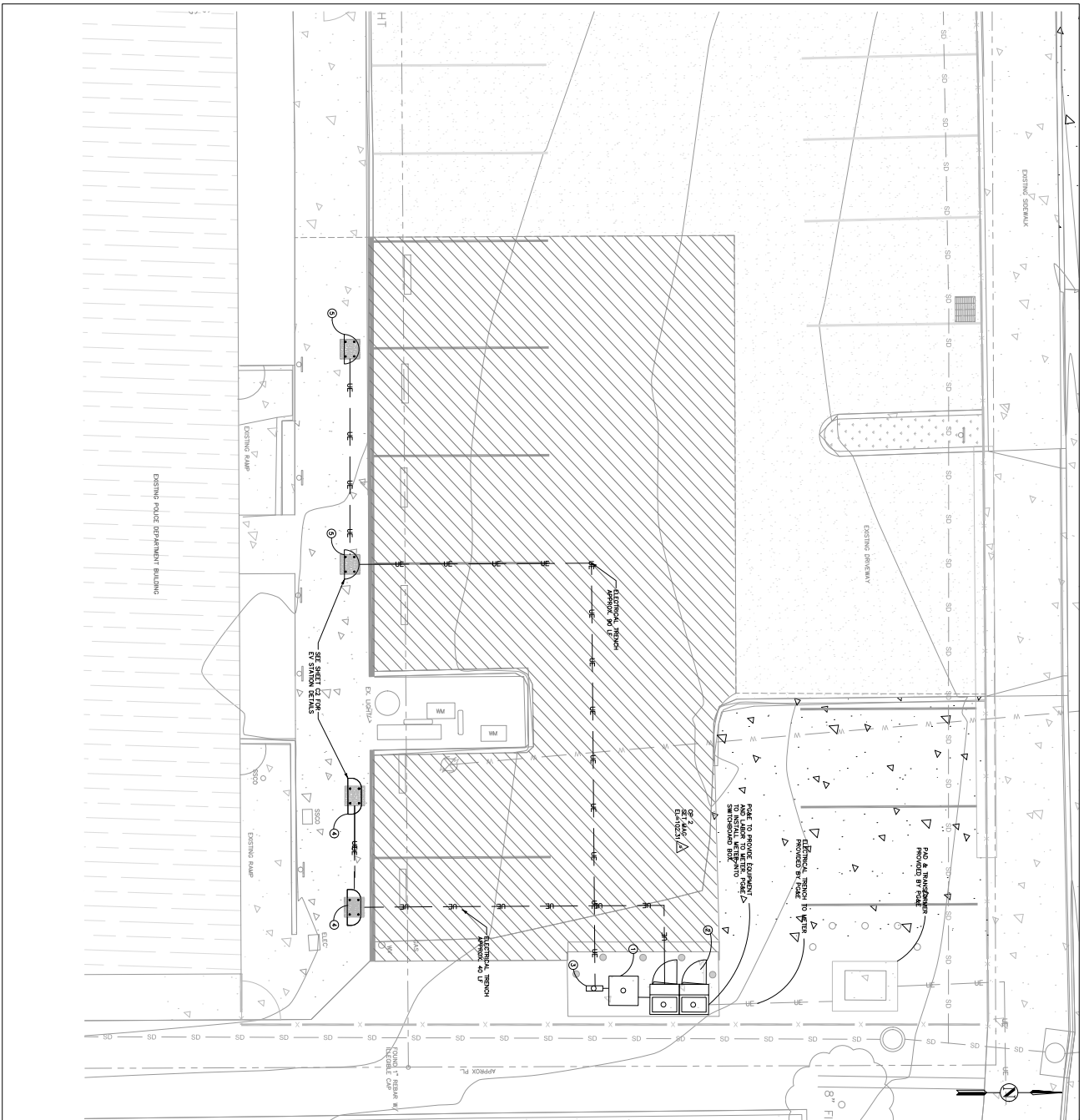
PROJECT: 23-112
DATE: 03/08/2024
SCALE: AS
DRAWN: SL/AM

TALL TREE ENGINEERING
CIVIL & GEOTECHNICAL

REVISION	DESCRIPTION	BY	DATE

Tall Tree Engineering, Inc.
99 S. Main St.
Willits, CA 95490

SHEET: **C3**
OF: **6**



SCALE: 1"=5'

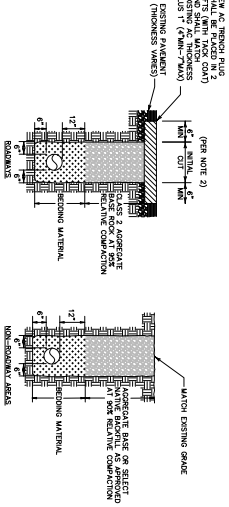
LEGEND



- ① Proposed 750V, 480/208/120V STEP-DOWN TRANSFORMER
- ② Proposed 400A, 480/277V WETER SERVICE, SWITCHBOARD, AND BOX
- ③ Proposed 200A, 208/120V DISTRIBUTION PANEL
- ④ Proposed MOUNT CUBICLE 250 SHEET METAL FOR DETAILS
- ⑤ Proposed MOUNT CUBICLE 250 SHEET METAL FOR DETAILS

NOTES

SEE SUPPLEMENTAL CONSTRUCTION SHEET BY POLE FOR MORE ELECTRICAL DETAILS

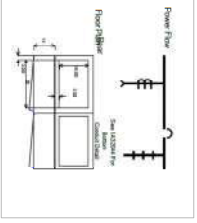


NOTES:

1. TRENCH FILLING SHALL BE PERFORMED WITH 3" MIN. THICKNESS OF CONCRETE.
2. TRENCH FILLING SHALL BE PERFORMED TO A MINIMUM OF 18" DEPTH AND TO A MINIMUM OF 18" WIDTH.
3. EXISTING PAVEMENT SHALL BE REPAIRED TO ORIGINAL CONDITION. ALL EXISTING PAVEMENT SHALL BE REPAIRED TO ORIGINAL CONDITION. ALL EXISTING PAVEMENT SHALL BE REPAIRED TO ORIGINAL CONDITION. ALL EXISTING PAVEMENT SHALL BE REPAIRED TO ORIGINAL CONDITION.
4. TRENCH FILLING SHALL BE PERFORMED WITH 3" MIN. THICKNESS OF CONCRETE. ALL EXISTING PAVEMENT SHALL BE REPAIRED TO ORIGINAL CONDITION. ALL EXISTING PAVEMENT SHALL BE REPAIRED TO ORIGINAL CONDITION. ALL EXISTING PAVEMENT SHALL BE REPAIRED TO ORIGINAL CONDITION.

TRENCH

APPROXIMATE ELECTRICAL TRENCH 18" U"

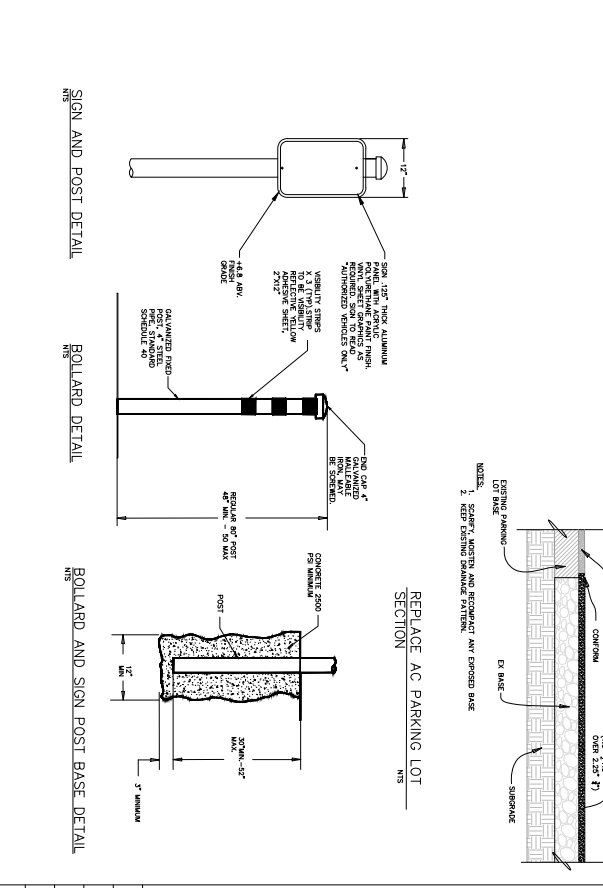
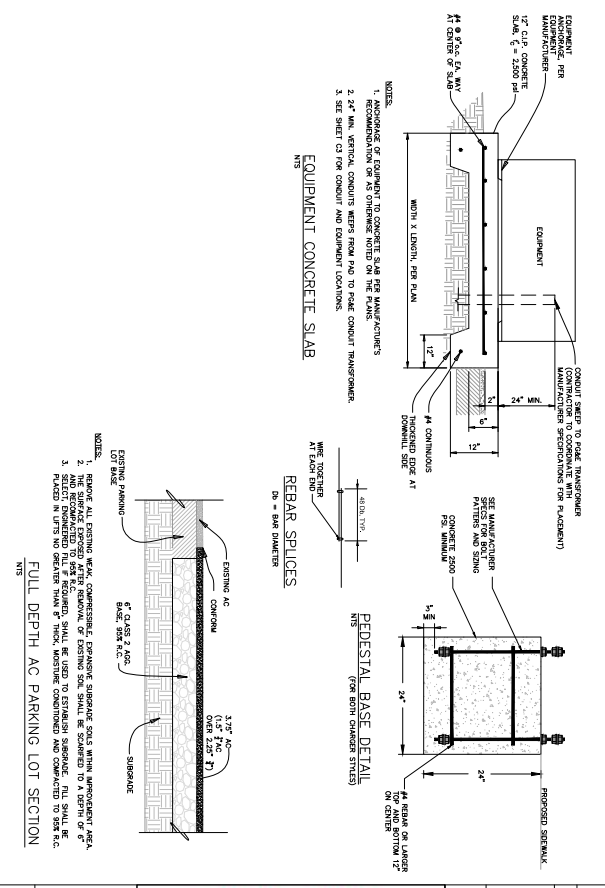
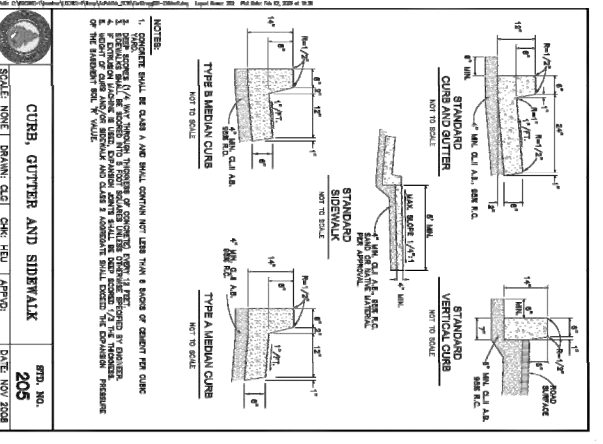
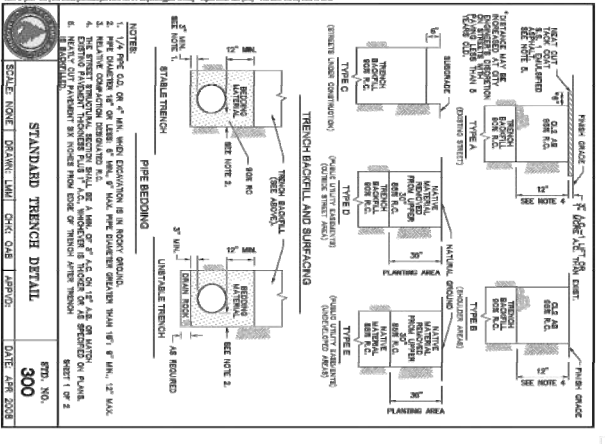
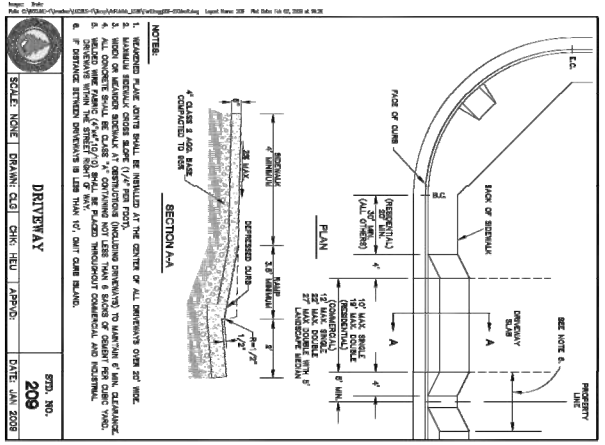


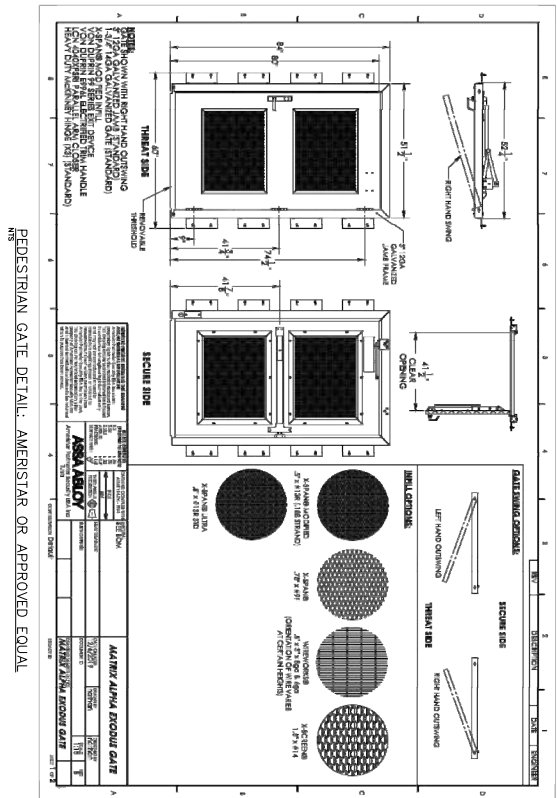
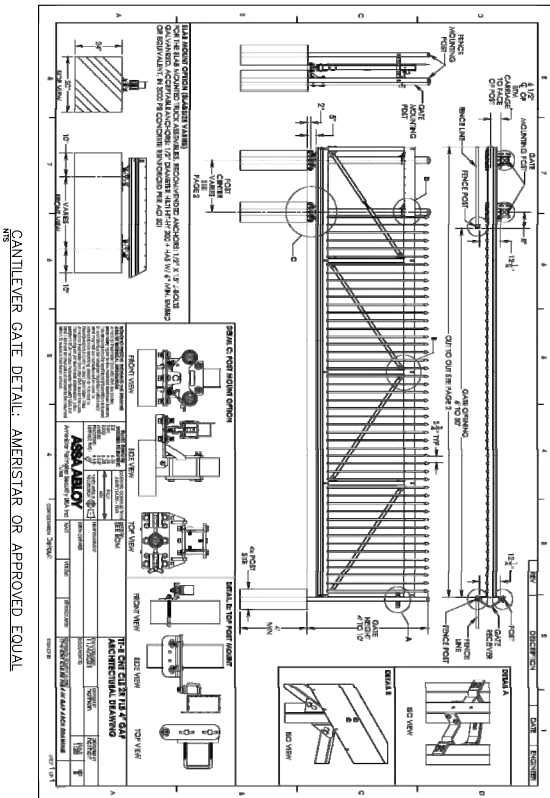
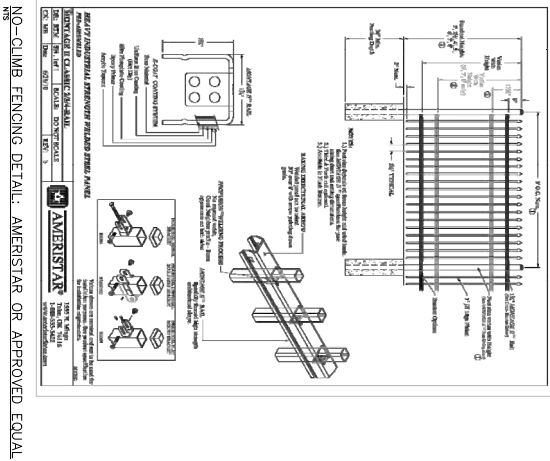
CITY OF FORTBRAGG
 EV FLEET CHARGING STATIONS IMPROVEMENT PLAN
 250 CYPRESS STREET
 FORT BRAGG, CA 95437
 ELECTRICAL IMPROVEMENT PLAN

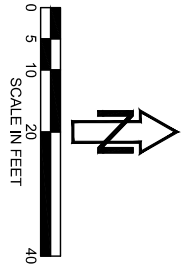
TALL TREE ENGINEERING
 CIVIL & GEOTECHNICAL

REVISION	DESCRIPTION	BY	DATE
1	STAMP REVISED	SC1	1/18/24

Tall Tree Engineering, Inc.
 99 S. Main St.,
 Willits, CA 95490

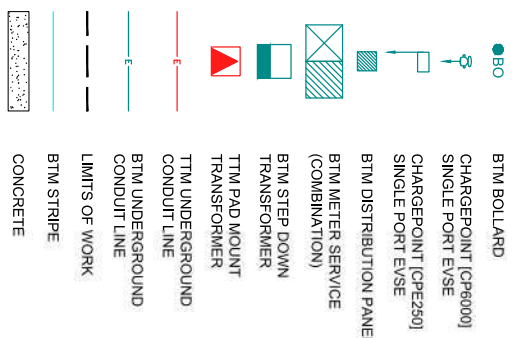






This plan sheet is to be used ONLY for reference to TTM content. If BTM conflicts with Tall Tree (TT) Project Plans, TT Plans prevail for bidding purposes.

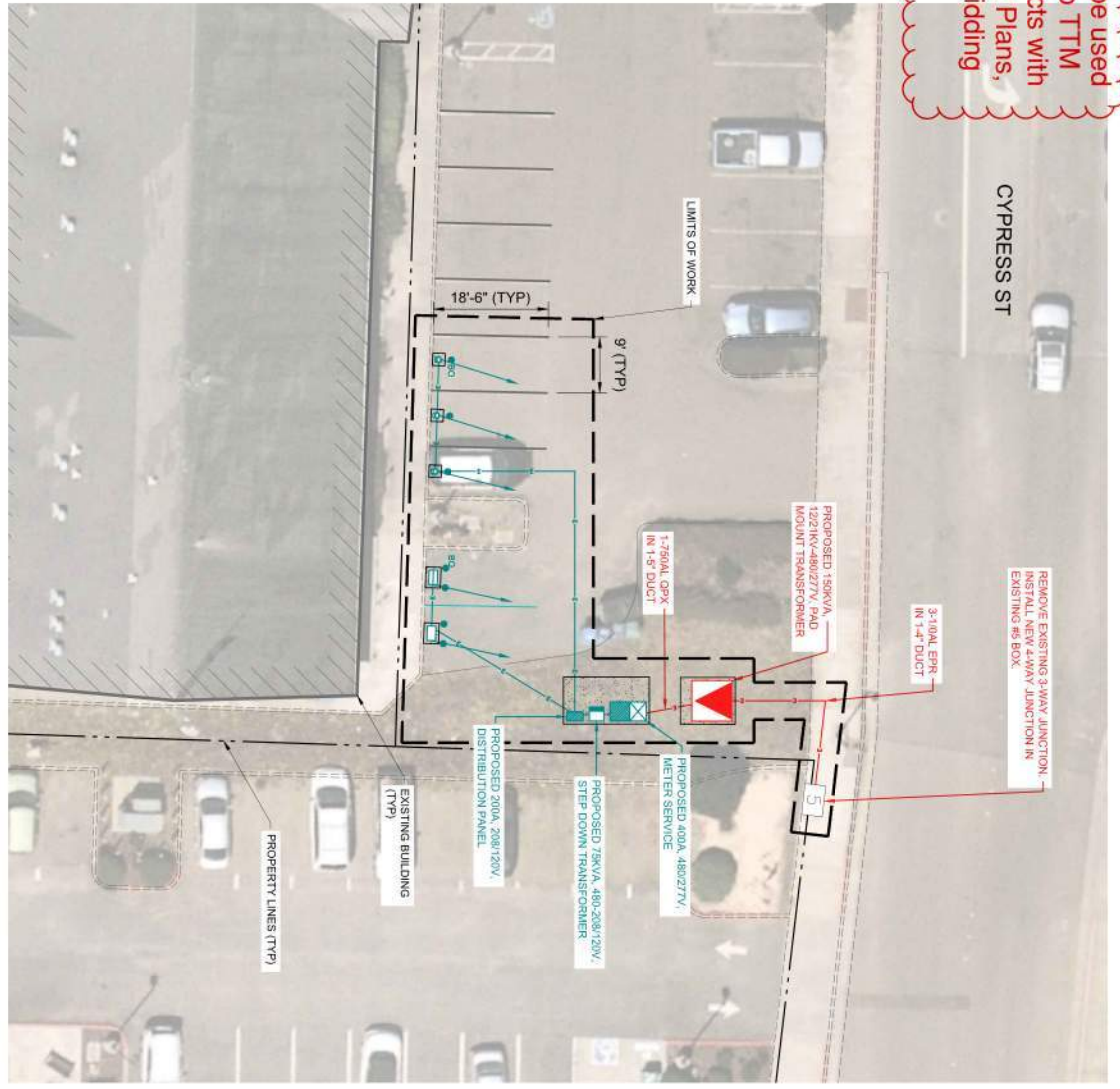
PROPOSED SYMBOL LEGEND:



ITEM	UNIT	QUANTITY
TTM 150KVA, 1221KV-480/277V, PAD MOUNT TRANSFORMER WITH CONCRETE PAD	EACH	1
TTM 4-WAY JUNCTION	EACH	1
BTM 400A, 480/277V, 3Ø, METER SERVICE (COMBINATION)- PEDESTAL MOUNT	EACH	1
BTM 200A, 208/120V, 3Ø, DISTRIBUTION- PEDESTAL MOUNT	EACH	1
BTM 750VA, 480/208/120V, 3Ø, STEP-DOWN TRANSFORMER - PEDESTAL MOUNT	EACH	1
BTM 1" PVC CONDUIT	LF	238
BTM 2" PVC CONDUIT	LF	115
TTM 4" PVC CONDUIT	LF	35
TTM 5" PVC CONDUIT	LF	15
BTM (3) #1 AWG THWN-2 CU + (1) #4 AWG THWN-2 CU EGC	LF	25
BTM (2) #3 AWG THWN-2 CU + (1) #8 AWG THWN-2 CU EGC	LF	270
BTM (4) #2 AWG THWN-2 CU + (1) #8 AWG THWN-2 CU EGC	LF	120
BTM (4) #0 AWG THWN-2 CU + (1) #4 AWG THWN-2 CU EGC	LF	25
TTM 100L EPR	LF	200
TTM 750AL GPRX	LF	30
TTM 36" WIDE OPEN CUT TRENCH - HARDSCAPE	LF	20
TTM 36" WIDE OPEN CUT TRENCH - SOFTSCAPE	LF	30
TTM 36" WIDE OPEN CUT TRENCH - HARDSCAPE	LF	95
BTM 24" WIDE OPEN CUT TRENCH - SOFTSCAPE	LF	40
BTM RESTORE ASPHALT PAVEMENT	SF	165
TTM RESTORE CONCRETE	SF	60
TTM RESTORE SOFTSCAPE	SF	85
BTM RESTORE SOFTSCAPE	SF	75
BTM BOLLARD	EACH	7
BTM STRIPING	EACH	2
BTM EV CHARGER FOUNDATION	EACH	5

NOTES:
 1. ALL QUANTITIES ARE ESTIMATED AND SHOULD BE VERIFIED BY THE CONTRACTOR.
 2. ASSUMED STANDARD RATED EQUIPMENT WILL BE USED.
 3. THE CUSTOMER IS RESPONSIBLE FOR THE REMOVAL AND RESTORATION OF LANDSCAPING/TREES AND IRRIGATION PRIOR TO CONSTRUCTION.
 SCOPE OF WORK:
 PROJECT SCOPE INCLUDES (6) EV FLEET STALLS. THE STALLS ARE LOCATED IN THE EAST SIDE OF THE PROJECT SITE. THE EV STALLS WILL BE SERVED BY PEDESTAL MOUNT EVSE. SEE DETAILED SITE LAYOUT FOR MORE INFORMATION.
 PROJECTS LOCATED IN FLOOD ZONE X

STALL AND STATION COUNT	QUANTITY
IMPACTED EXISTING STANDARD STALLS	3
TOTAL	3
PROPOSED EV CHARGING FLEET STALLS	5
TOTAL	5
EV CHARGING STATIONS	QUANTITY
LEVEL 2 (19.2 KW NOMINAL / 16.6 KW ACTUAL) SINGLE PORT - PEDESTAL MOUNT	3
LEVEL 3 (62.5 KW NOMINAL / 66.5 KW ACTUAL) SINGLE PORT - PEDESTAL MOUNT	2
TOTAL	5
ANTICIPATED LOAD	TOTAL KW
CHARGEPOINT CP6000 @ 15.6kW	49.8
CHARGEPOINT CP250 @ 66.5kW	133
CHARGER BANK DEMAND LOAD (AMPS @ 480V)	219.9



Blair Church Flynn
CONSULTING ENGINEERS

1800 Orange Drive
Orange, CA 92667
714.952.2000
www.blairchurchflynn.com

CONSULTANT

PG&E EV FLEET CHARGING PROGRAM
FLEET004633254 CITY OF FORT BRAGG
700 S FRANKLIN ST. FORT BRAGG, CA 95437
PRELIMINARY DESIGN

DR. BY: []
CH. BY: []
DATE: 05-16-2023
SCALE: AS NOTED

SHEET NO. 1
OF 1 SHEETS

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 EV Fleet Charging Station Project, Project no. PWP-00126, 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
Project No. PWP-00126
Contract Check List

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

CONTRACT, PART 1

The CITY OF FORT BRAGG, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”) enters into this Contract, dated [REDACTED], for reference purposes only, with **Akeff Construction Services, Inc. 32205 N Mitchell Creek Rd, Fort Bragg, Ca 95437** (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by **December 03, 2024**, for the **EV Fleet Charging Station** (“Project”) by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On December 03, 2024, City representatives opened the bids for the Project and read the bids aloud.
- C. PROJECT AWARD. On December 09, 2024, 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

City of Fort Bragg
Project No. PWP-00126
Contract, Part 1

manner the EV Fleet Charging Station 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:

250 E Cypress Street, Fort Bragg, Ca 95437 APN 018-040-57

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within Thirty (30) working days from the date specified in the City’s Notice to Proceed (“Time for Completion”).

4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Contract in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor’s obligations under this Contract that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City’s remedies for the Contractor’s failure to perform include, but are not limited to, assessment of liquidated damages of \$500 per day in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor’s obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **One Hundred Fifty Nine Thousand Eight Hundred Ninety Seven Dollars (\$159,897.00)**(the “Contract Price”) as specified in the Contractor’s completed Bid Schedule dated December 03, 2024, 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

City of Fort Bragg
Project No. PWP-00126
Contract, Part 1

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,

City of Fort Bragg
Project No. PWP-00126
Contract, Part 1

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 Class A or Class C (Including C-10, C-12, and C-32) 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 manager or other City representative.

- 13.2 The Contractor has designated Karen Green as its Project Manager to act as Contractor's Representative in all matters relating to the Contract. The Contractor's Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the Contractor and to make decisions or actions binding on the Contractor, and shall have sole signature authority on behalf of the Contractor.

SIGNATURES ON FOLLOWING PAGE

Executed on _____, by

CONTRACTOR

By: _____
Title: _____

[Attach Notary Acknowledgment Page]

CITY

By: Isaac Whippy
Title: City Manager

ATTEST:

By: _____
Amber Weaver
Acting City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

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City of Fort Bragg
Project No. PWP-00126
Contract, Part 1

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 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:** The successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement. Akeff Construction Services
- 1.10 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.11 **Project:** The EV Fleet Charging Station 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

City of Fort Bragg
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Contract, Part 2
General Provisions

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

City of Fort Bragg
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General Provisions

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

City of Fort Bragg
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General Provisions

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

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extension of time and that Contractor has irrevocably waived its rights to any change in the Time for Completion. Contractor initiated change orders shall address any impacts on the Time for Completion when first submitted to the City. Contractor shall submit any request for change in the Time for Completion and all supporting information and documentation required by the Contract Documents within seven (7) working days of receipt of a City-directed Change Order.

5. TRENCHING AND UTILITIES

- 5.1 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

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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.

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- 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

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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

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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.

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- 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

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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

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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.

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- 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.

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

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

Comprehensive General Liability

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

Comprehensive Automobile Liability

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

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

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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 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

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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

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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

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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

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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

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that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

- 11.2.3 Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- 11.2.4 Upon termination of the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- 11.2.5 If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work

exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

- 11.2.6 If the Agreement or Contractor's control of the Work is terminated for any reason, Contractor waives all consequential damages resulting therefrom, including, but not limited to, the loss of any anticipated profit by the Contractor for the Work, the loss of profit on any potential or future jobs, and the loss of bonding capacity.
- 11.2.7 In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.
- 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.

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- 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,

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except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

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

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

11.4.3 In accordance with California Public Contract Code Section 20104.6:

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

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

11.5 Non-Waiver.

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

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

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

CONTRACT, PART 3

SPECIAL PROVISIONS

12. SPECIAL PROVISIONS

12.1 Description of Work.

The Work in general consists of the installation of four (4) Electric Vehicle Charging Stations, electrical equipment for EV Stations ((1) switchboard box and panel, (1) Distribution panel, and (1) step-down transformer), bollards, and associated site improvements including parking lot, sidewalk, curb, and gutter improvements. The four (4) Electric Vehicle Charging Stations, (1) switchboard box and panel, (1) Distribution panel, and (1) step-down transformer have been procured by the owner. There is one project alternate which includes the installation of a perimeter no-climb iron fence with pedestrian and vehicle gates to encompass the EV Charger parking lot area and other such items of work as are required to complete the project in accordance with this Contract, the Project Plans and Technical Specifications.

The estimate of the quantities of work to be done is approximate only, being as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the 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 or after work hours, which will include dust control, backfilling trenches immediately following pipe laying and

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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.

All proposed development associated with this project shall be compliant with the Fort Bragg Municipal Code (FBMC) sections 17.64 [Stormwater Runoff Pollution Control] Standards for development and section 12.14 [Drainage Facility improvements].

The contractor shall implement stormwater management practices throughout the construction phase to minimize erosion and sedimentation, comply with all local, state, and federal regulations, and protect water quality.

1. General Requirements. The contractor shall implement Best Management Practices (BMPs) to minimize water pollution during construction activities.
2. Temporary Erosion and Sediment Control. Install BMPs appropriate to the site, such as, straw bales, stabilized construction entrances, and/or sediment traps around the work area to prevent soil erosion and sediment runoff. Grading operations shall be conducted in a manner that reduces the potential for erosion.
3. Inlet Protection. Install inlet protection devices (such as filter fabric or gravel bags) at storm drain inlets to filter sediment from stormwater runoff before entering the drainage system.
4. Site Management. Designate a concrete washout area to prevent contaminated runoff from entering water bodies. Maintain all equipment to prevent leaks and spills, and have spill containment measures in place on-site.

5. **Material Handling and Storage.** Store chemicals, fuels, lubricants, and any potential pollutants in covered areas to prevent exposure to rainwater. Ensure that any storage containers are in good condition and meet environmental standards.
6. **Maintenance.** Inspection and maintenance of all stormwater controls shall occur weekly and both before and after rainfall events (greater than 0.5 inches). Remove accumulated sediment and debris from erosion and sediment control measures to ensure continued functionality.
7. **Monitoring and Reporting.** The contractor shall conduct routine inspections of erosion and sediment control measures. Any spills or leaks must be reported immediately to the City Construction Project Manager and managed according to established protocols.

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

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

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

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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.

City of Fort Bragg
Project No. PWP-00126
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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;

City of Fort Bragg
Project No. PWP-00126
Contract, Part 3
Special Provisions

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
Project No. PWP-00126
Contract, Part 3
Special Provisions

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: _____

City of Fort Bragg
Project No. PWP-00126
Construction Performance Bond

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City provides Surety with written notice that City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without City's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to City for a contract for performance and completion of the Construction Contract and, upon determination by City of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by City and the contractor or Contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety

equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with City, determine in good faith its monetary obligation to City under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this Paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by City and Surety at the time of tender. If City disputes the amount of Surety's tender under this Paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.
5. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
 - 6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;
 - 6.2 Contractor's obligations to pay liquidated damages; and
 - 6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes City to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which City is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.2, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any City action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any City action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an City Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the Superior Court of the County of Mendocino, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from City to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by

City of Fort Bragg
Project No. PWP-00126
Construction Performance Bond

Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.

14.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

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

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 WHEREAS, the City of Fort Bragg, 416 N. Franklin Street, Fort Bragg, California 95437 (City) has awarded a Contract to _____ 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,

City of Fort Bragg
Project No. PWP-00126
Construction Labor & Material Payment Bond

plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

- 1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.
- 1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____day of _____, _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

City of Fort Bragg
Project No. PWP-00126
Construction Labor & Material Payment Bond

FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

MAINTENANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to _____, (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

City of Fort Bragg
Project No. PWP-00126
Construction Labor & Material Payment Bond

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL

By: _____

(Acknowledgement)

Title: _____

(Corporate Seal)

SURETY

By: _____
(Attorney-in-fact)

(Acknowledgement)

Title: _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

END OF DOCUMENT

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.

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City of Fort Bragg

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

Text File

File Number: 24-1068

Agenda Date: 12/9/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8F.

Receive Report and Consider Adoption of City Council Resolution Approving the Contract with Kevin M. Sullivan & Associates, Inc. for the C.V. Starr Center HVAC Replacement and Improvements Project, City Project PWP-00135; Authorizing City Manager to Execute Contract (Amount Not to Exceed \$870,000.00)



AGENCY: City Council
MEETING DATE: December 9, 2024
DEPARTMENT: Public Works
PRESENTED BY: John Smith
EMAIL ADDRESS: jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Adopt a Resolution of the Fort Bragg City Council Awarding the C.V. Starr Center HVAC Replacement and Improvements Project, City Project No. PWP-00135, to Kevin M. Sullivan & Associates as the Lowest Responsible Bidder and Authorizing City Manager to Execute a Contract (Amount Not to Exceed \$870,000.00)

ISSUE:

The C.V. Starr Center HVAC System that serves the natatorium facility is in need of full replacement inclusive of electrical upgrades. A request for proposals for design services for the CV Starr HVAC System Replacement and Improvements project was issued on January 23, 2024, and a contract for design services was awarded to Whitchurch Engineering Inc. on March 11, 2024. A complete set of Plans and Specifications for bid was received on October 1, 2024, and the City of Fort Bragg released a request for bids on October 31, 2024 seeking bids from qualified contractors interested in contracting with the city to provide the C.V. Starr Center with a fully function and optimal HVAC System upgrade. Bids were opened on December 5, 2024, and two (2) bids were received: one from Kevin M. Sullivan & Associates Inc., and one from Dowdle & Sons Mechanical Inc. These bids were reviewed by City Hall staff, and staff recommends Kevin M. Sullivan & Associates Inc. for the project as their bid was responsive, they are qualified to perform the work, and their submittal is within the allotted budget amount. The design contract is being presented for consideration.

ANALYSIS:

The City of Fort Bragg requested bids from qualified Warm-Air Heating, Ventilating and Air-Conditioning Contractors interested in contracting with the City to provide construction services for the CV Starr HVAC Replacement and Improvements Project. The original request for bids was sent to 10 Contractors that service the Fort Bragg area, and hold a valid C-20 Warm-Air Heating, Ventilating, and Air-Conditioning License. The scope of construction services in general includes the replacement of two (2) large roof-top air handler units and associated electrical upgrades, as well as new flashing, louvers and rough carpentry required to deliver a 100% fully functional and optimal HVAC System upgrade. Services will also include all labor, parts, components, materials, and commissioning as further specified in the bid documents provided to bidders. Kevin M. Sullivan & Associates Inc.'s bid came in at \$870,000.00. Dowdle & Sons Mechanical Inc.'s bid came in at \$1,057,930.00.

RECOMMENDED ACTION:

Adopt the Resolution awarding the Contract for Construction Services to Kevin M. Sullivan & Associates Inc. for the CV Starr Center HVAC Replacement and Improvements Project.

AGENDA ITEM NO.

ALTERNATIVE ACTION(S):

Direct staff to select another Contractor for award of the construction contact or let the project out to bid again.

FISCAL IMPACT:

This Project is budgeted for the 2024 Fiscal Year under CV Starr HVAC Air Intake Redesign. The bid for this scope of work came in at 54.36% of the total budget for the CV Starr HVAC Air Intake Re-design Project within the CV Starr Enterprise Fund.

Environmental Analysis:

There are little to no expected greenhouse gas emission increases during the design of the project. The Project is exempt under the California Environmental Quality Act (“CEQA”) and Title 14, the California Code of Regulations (“CEQA Guidelines”), Sections 15301(d) Existing Facilities. This exemption is appropriate because repairs to existing facilities are categorically exempt when rehabilitating deteriorated mechanical equipment (e.g. two rooftop air handler units, controls system, and intake and exhaust system) to meet current standards of public health and safety.

CONSISTENCY:

Completion of this project is consistent with the goal of improving Public Facilities.

IMPLEMENTATION/TIMEFRAMES:

Bids in response to RFP opened – December 5, 2024
Construction Contract Accepted – December 9, 2024
Start Construction – TBD

ATTACHMENTS:

1. Resolution
2. Exhibit A - C.V. Starr Drawings
3. Exhibit B - Contract

NOTIFICATION:

1. Kevin M. Sullivan & Associates
2. Dowdle & Sons Mechanical Inc.

RESOLUTION NO. XXXX-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING CONTRACT WITH KEVIN M. SULLIVAN & ASSOCIATES INC. FOR THE C.V. STARR CENTER HVAC SYSTEM REPLACEMENT AND IMPROVEMENTS PROJECT, CITY PROJECT PWP-00135; AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$870,000.00)

WHEREAS, the City of Fort Bragg released a request for proposals on January 23, 2024, seeking design proposals from qualified design firms interested in providing plans and specifications for the C.V. Starr Center HVAC System replacement and Improvements Project. PWP-00135; and

WHEREAS, on March 11, 2024, the design contract was awarded to Whitchurch Engineering Inc. and a finalized set of Plans and Specifications was received on October 1, 2024; and

WHEREAS, The City of Fort Bragg released a request for bids on October 31, 2024 seeking bids from qualified contractors interested in contracting with the city to provide the C.V. Starr Center with a fully function and optimal HVAC System upgrade; and

WHEREAS, on December 5, 2024, two (2) bids were received for the scope of services from Kevin M. Sullivan & Associates, Inc. in the amount of \$870,000.00, and one from Dowdle and Sons Mechanical Inc. in the amount of \$1,057,930.00; and

WHEREAS, staff has thoroughly reviewed the bids and recommends the selection of Kevin M. Sullivan & Associates, Inc.; and

WHEREAS, the City has confirmed that Kevin M. Sullivan & Associates, Inc. has the proper license and experience and meets the requirements to complete the Project as proposed; and

WHEREAS, funds in the amount of \$1,600,000.00 have been budgeted for the overall project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fort Bragg does hereby accept the design plans of the project (Exhibit A): and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Contract with Kevin M. Sullivan & Associates, Inc. to provide the C.V. Starr Center with a fully function and optimal HVAC System Upgrade and Improvements, Project No. PWP-00135 and authorize the City Manager to execute the same (amount not to exceed \$870,000.00).

The above and foregoing Resolution was introduced by _____,
seconded by _____, and passed and adopted at a regular meeting of the City
Council of the City of Fort Bragg held on the 9th day of December 2024, by the following
vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Amber Weaver
Acting City Clerk



PROJECT LOCATION MAP

NO SCALE



PROJECT SCOPE
 THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND OBTAIN THE PERMITS FOR THE INSTALLATION OF NEW HVAC UNITS OF SIMILAR SIZE & CAPACITY WILL BE INSTALLED AS PART OF THIS PROJECT. ADDITIONAL WORK REQUIRED TO COMPLETE THE PROJECT WILL BE EVALUATED & RECOMMENDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. ALL WORK WILL BE REVENUED AS PART OF THE WORK SCOPE. INTERIOR DUCTING & CONTROLS TO REMAIN.

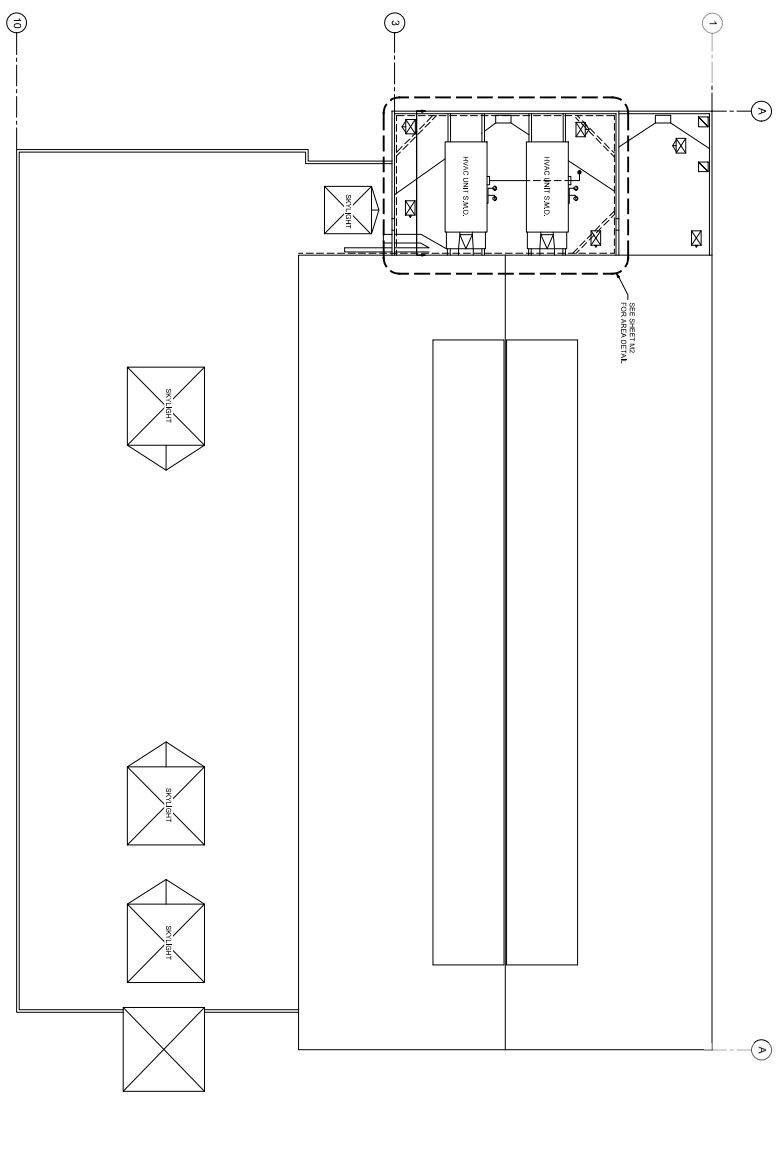
PROJECT DATA

PROJECT ADDRESS: 300 S. LINCOLN ST, FORT BRAGG, CA
 ZONING: COMMERCIAL
 JURISDICTION: MARIPOSA COUNTY
 ZONE: OCE, OCE, OTC, OTC
 BUILDING CODES: MARIPOSA COUNTY

CONTRACTOR NOTES

- THE BID SHALL BE DOWN IN A PLACE OF EXISTING CONDITIONS ARE NOT AVAILABLE FOR IDENTIFICATION DURING BIDDING PERIOD.
- THE FOLLOWING ITEMS TO BE CONFIRMED BY THE CONTRACTOR AT THE TIME OF BIDDING:
 - VERIFY EXISTING DIMENSIONS AND FACILITY
 - VERIFY EXISTING DIMENSIONS AT UNIT
- MECHANICAL SYSTEMS:
 - COMPREHENSIVE LIST OF FITTINGS, VALVES, & COMPONENTS
 - EXACT RUA LENGTH & CONFIGURATION
- CONNECTIONS OF SEWAGE/HAZARDOUS FROM UNIT TO EXISTING BUILDING:
 - EXISTING BUILDING: 1. VERIFY EXISTING CONDITIONS AT THE TIME OF BIDDING
 - EXISTING BUILDING: 2. VERIFY EXISTING CONDITIONS AT THE TIME OF BIDDING
 - EXISTING BUILDING: 3. VERIFY EXISTING CONDITIONS AT THE TIME OF BIDDING
 - EXISTING BUILDING: 4. VERIFY EXISTING CONDITIONS AT THE TIME OF BIDDING
 - EXISTING BUILDING: 5. VERIFY EXISTING CONDITIONS AT THE TIME OF BIDDING
- PROJECT TECHNICAL SPECIFICATIONS: BASED ON THE DOWN DOWN UNIT, THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AT THE TIME OF BIDDING.

CV STARR COMMUNITY CENTER H V A C R E P L A C E M E N T



OVERALL ROOF PLAN

SCALE: 1/8"=1'-0"



THESE PLANS ARE ORIGINALLY PRINTED ON 22"x34" PAPER.
 1" = 1 INCH

This drawing or drawings are shall not be used for construction unless a jurisdictional stamp, County, City, State, Federal has been issued on the drawing. Starting 7/31/2024, all drawings will be printed on 22"x34" paper.

REVISIONS:	BY:								
<p>CV STARR COMMUNITY CENTER APN: 010-010-010-010 Site: 300 South Lincoln Street, Fort Bragg CA, 95437</p> <p>WHITCHURCH ENGINEERING, INC. 610 9th Street Fortuna, California 95540 718 Main Street Eureka, California 95501</p> <p>Phone (707) 725-6926 Phone (707) 444-1420</p>									
DATE:	MADE BY:	SCALE:	DESIGNER:	CHECKER:	DATE:	<p>REGISTERED PROFESSIONAL ENGINEER AARON R. BARNETT No. 3884 8/8/2024 CIVIL ENGINEER STATE OF CALIFORNIA</p>			
Sheet:	M1	<p>City of Fort Bragg 416 North Franklin Street Fort Bragg, CA, 95437</p>							

Single Section Wide x Single Section High Installation

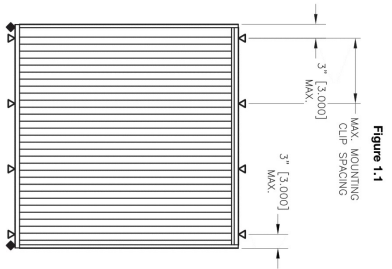
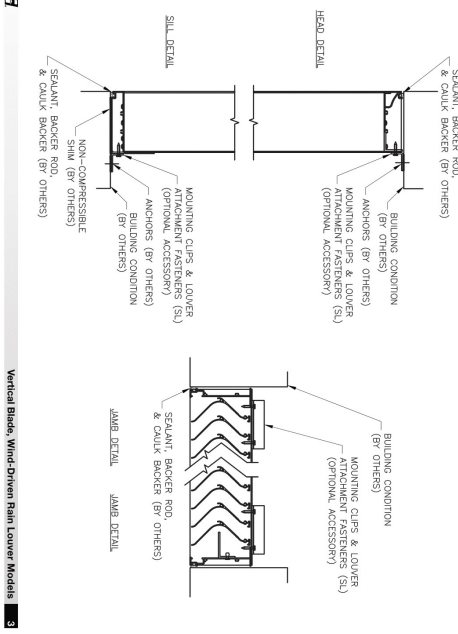


Figure 11

1. Locate the optional extended sill, if provided, and place in the opening. (Extended Sill Details)
2. Locate mounting angles and fasteners required to attach the louver to the structure. Clip angles and fasteners are by others unless the optional mounting angles and fasteners are provided. Anchors to the structure are by others and are not manufacturer provided. (Mounting Clip Details)
3. Place the louver in the opening and shim around the perimeter to maintain proper spacing for backer rod and caulk joint.
4. Using the appropriate fasteners, secure the mounting angles to the back of the louver frame at the perimeter.
5. Ensure the louver is level and in the correct location within the opening and secure the mounting angles to the structure using the correct anchor (by others) for the building substrate material.
6. Once the louver is secured to the structure, install backer rod and caulk around the perimeter of the opening at the front of the louver.

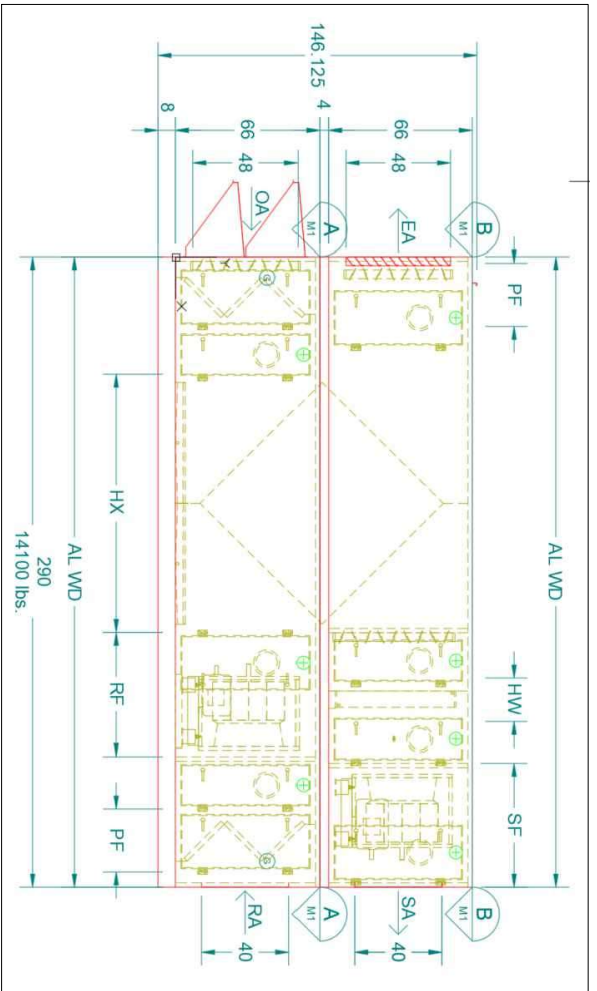
Figure 12



LOUVER INSTALL DETAIL

NOTES:

1. REFER TO MANUFACTURER FOR ADDITIONAL INFORMATION



PROPOSED AHU LAYOUT

This drawing or portion thereof shall not be used for construction unless a jurisdictional stamp (County, City, State, Federal) has been issued on the drawings. Issuing "SEALED" or similar language is not sufficient professional engineering stamp, and permit requirements may be specific to your project.

THESE PLANS ARE ORIGINALLY PRINTED ON 27"X36" PAPER.
 1" = 1 INCH

<p>CV STARR COMMUNITY CENTER Site: 300 South Lincoln Street, Fort Bragg, CA, 95437 APN: [REDACTED] For: City of Fort Bragg 416 North Franklin Street Fort Bragg, CA, 95437</p>	<p>WHITCHURCH ENGINEERING, INC. 610 9th Street Fortuna, California 95540 716 Hank Street Eureka, California 95501 Phone (707) 725-6926 Phone (707) 444-1420</p>	<p>REGISTRATION NO. 8162024 R. BROWN REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA</p>	REVISIONS	BY

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

CONTRACT CHECKLIST

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 C.V. Starr Center HVAC System Replacement and Improvements, Project No. PWP-00135 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

VOLUME 2 CONTRACT DOCUMENTS – TABLE OF CONTENTS

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- B. Bid Opening
- C. Project Award.
- D. Required Documents.
- E. Investigation and Verification of Site Conditions.

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- 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.
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- 11. Contractor's License Certification.
- 12. Severability.
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3.10 Materials Testing.

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- 4.8 Change Order Disputes.
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5. [Section Removed]

6. PROJECT FACILITIES

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- 12.4 Maintaining Traffic and Pedestrian Operations.
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- 12.17 Water for Construction and Dust Control.
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- 12.19 Surplus Material.
- 12.20 Cultural Resources.
- 12.21 Historical Finds.
- 12.22 Cultural Resources Defined.
- 12.23 Construction Manager's Discretion.

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

CONTRACT, PART 1

The CITY OF FORT BRAGG, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”) enters into this Contract, dated [REDACTED], for reference purposes only, with Kevin M Sullivan and Associates Inc. (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by **December 05, 2024** for the **C.V. Starr Center HVAC System Replacement and Improvements 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 December 05, 2024, City representatives opened the bids for the Project and read the bids aloud.
- C. PROJECT AWARD. On December 9, 2024, 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 checklist 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 C.V. Starr Center HVAC Replacement and Improvements project (“Work”) as shown in the Technical Specifications and Project Plans in accordance with the

City of Fort Bragg
Project No. PWP-00135
Contract, Part 1

Contract Documents and applicable law.

2. LOCATION OF WORK.

The Work will be performed at the following location:

300 S. Lincoln Street, Fort Bragg Ca, 95437 APN 008-280-62-00

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within **Ninety (90)** 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 Eight Hundred Seventy Thousand Dollars (\$870,000.00)** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated December 5, 2024, 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, sub-consultants, 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,

City of Fort Bragg
Project No. PWP-00135
Contract, Part 1

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 C-20 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 John Smith as its Project Manager to act as its Representative in all matters relating to the Contract. If Project Manager is an employee of City, Project Manager is the beneficiary of all Contractor obligations to the City including, without limitation, all releases and indemnities.

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

The City may assign all or part of the Project Manager's rights, responsibilities and duties to a construction manager or other City representative.

13.2 The Contractor has designated Kevin M Sullivan as its Project Manager to act as Contractor's Representative in all matters relating to the Contract. The Contractor's Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the Contractor and to make decisions or actions binding on the Contractor, and shall have sole signature authority on behalf of the Contractor.

SIGNATURES ON FOLLOWING PAGE

Executed on _____, by

CONTRACTOR

By: _____
Title: _____

[Attach Notary Acknowledgment Page]

CITY

By: Isaac Whippy
Title: City Manager

ATTEST:

By: _____
Amber Weaver
Acting City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

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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 Engineering Technician Carlos Hernandez.
- 1.7 **Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1.8 **Contract Documents:** All documents identified in Section 7 of Part 1 of the Contract.
- 1.9 **Contractor:** The successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement. Kevin M Sullivan and Associates Inc.
- 1.10 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.11 **Project:** The C.V. Starr Center HVAC Replacement and Improvements 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

City of Fort Bragg
Project No. PWP-00135
Contract, Part 2
General Provisions

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

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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

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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

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extension of time and that Contractor has irrevocably waived its rights to any change in the Time for Completion. Contractor initiated change orders shall address any impacts on the Time for Completion when first submitted to the City. Contractor shall submit any request for change in the Time for Completion and all supporting information and documentation required by the Contract Documents within seven (7) working days of receipt of a City-directed Change Order.

5. **[Section Removed]**

6. PROJECT FACILITIES

6.1 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.

6.2 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the 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

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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

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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.

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

Comprehensive Automobile Liability

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

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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

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(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 Mechanical Code as amended by applicable local ordinances for all construction work.
 - Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
 - Industrial Accident Commission's Safety Orders, State of California
 - Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes

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

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

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

8.15 Safety.

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

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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

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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

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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

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

- 11.2.3 Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- 11.2.4 Upon termination of the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- 11.2.5 If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will neither be liable for nor account to the Contractor

or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

- 11.2.6 If the Agreement or Contractor's control of the Work is terminated for any reason, Contractor waives all consequential damages resulting therefrom, including, but not limited to, the loss of any anticipated profit by the Contractor for the Work, the loss of profit on any potential or future jobs, and the loss of bonding capacity.
- 11.2.7 In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.
- 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

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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

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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.

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The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

11.4.3 In accordance with California Public Contract Code Section 20104.6:

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

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

11.5 Non-Waiver.

11.5.1 Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or

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waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

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

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Fort Bragg, California 95437

CONTRACT, PART 3

SPECIAL PROVISIONS

12. SPECIAL PROVISIONS

12.1 Description of Work.

The Work in general consists of the replacement of two roof top air handler units and associated electrical improvements at the C.V. Starr Center in Fort Bragg, California and other such items of work as are required to complete the project in accordance with this Contract, the Project Plans and Technical Specifications.

The estimate of the quantities of work to be done is approximate only, being as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the 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 or after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required. Excavation made under this Contract must be backfilled before leaving the Work for the night.

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

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Special Provisions

Receptacles for construction residue, including oil, cleaning fluids, and litter must be covered. Such residues must be disposed of in a proper manner.

Construction activity within the existing right-of-way must be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

12.3 Storm Water Pollution Prevention.

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

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

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

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

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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 impedence unless otherwise provided for in the Special Provisions or approved in writing by the Construction Manager. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

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

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

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

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

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

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

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

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

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

12.5 Public Safety.

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

No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Construction Manager.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Construction Manager, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations, and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due to the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Construction Manager.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be

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accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

12.6 Protection of Existing Facilities and Property.

The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

Subject to Section 5 of the General Provisions, the Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. Subject to Section 5 of the General Provisions, no error or omission of utility markouts will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the Work.

The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. Subject to Section 5 of the General Provisions, all underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Construction Manager of any facilities found. If damage should occur to the existing facilities, the utility company and the City must be notified immediately and, subject to Section 5 of the General Provisions, repairs acceptable to the utility company must be made at the Contractor's expense.

The Project Plans show the underground utilities on the site of the construction insofar as they are known to the City. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.

If in the performance of the Work an existing utility is encountered that is not shown on the Project Plans and is not apparent or inferable from visual

inspection of the Project site, the Project Inspector must be notified immediately. The Construction Manager will determine, subject to Section 5 of the General Provisions, whether the Project Plans or Technical Specifications should be modified, or whether the existing utility should be relocated or whether the Contractor must work around the existing utility. Subject to Section 5 of the General Provisions, the Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to CITY OF FORT BRAGG Public Works Standard Specifications and Details under the direction of and subject to the acceptance by the Construction Manager.

Subject to Section 5 of the General Provisions, should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the City may take any actions necessary to protect such facilities from the Contractor's operations. Subject to Section 5 of the General Provisions, the City may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due the Contractor.

12.7 Preconstruction Conference.

A pre-construction conference will be scheduled, at which time the Contractor must present his or her proposed work schedule in accordance with Section 3.8 of the General Provisions, information concerning offsite yards, Subcontractors, location of disposal and stock pile areas, and traffic control plans. All such schedules will be subject to the approval of the Construction Manager and the applicable agencies.

City will schedule and administer intermittent progress meetings throughout duration of work. City will determine the location and time for the meetings.

12.8 Owner Notification.

The Contractor must notify all property owners and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hanger, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur. Notices must be reviewed in advance and approved by the Construction Manager.

12.9 Emergency Service Providers Notifications.

The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must be reported to the City Police Department dispatcher, and updated as required to provide 24-hour phone access.

12.10 Clean up.

Attention is directed to Section 4-1.02 of the Caltrans Standard Specifications, which section is made a part of this Contract.

Before final inspection of the Work, the Contractor must clean the construction site and all ground occupied by him in connection with the Work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the Work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Construction Manager.

12.11 Payment.

Payment for all work and work requirements specified in these Special Provisions shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

12.12 Construction Staking.

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

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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.

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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
Project No. PWP-00135
Contract, Part 3
Special Provisions

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: _____

City of Fort Bragg
Project No. PWP-00135
Construction Performance Bond

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City provides Surety with written notice that City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without City's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to City for a contract for performance and completion of the Construction Contract and, upon determination by City of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by City and the contractor or Contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety

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Construction Performance Bond

equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with City, determine in good faith its monetary obligation to City under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this Paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by City and Surety at the time of tender. If City disputes the amount of Surety's tender under this Paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.
5. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
 - 6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;
 - 6.2 Contractor's obligations to pay liquidated damages; and
 - 6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes City to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which City is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.2, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any City action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any City action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an City Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the Superior Court of the County of Mendocino, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from City to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by

City of Fort Bragg
Project No. PWP-00135
Construction Performance Bond

Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.

14.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

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City of Fort Bragg
Project No. PWP-00135
Construction Performance Bond

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,

City of Fort Bragg
Project No. PWP-00135
Construction Labor & Material Payment Bond

plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

- 1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.
- 1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____day of _____, _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

City of Fort Bragg
Project No. PWP-00135
Construction Labor & Material Payment Bond

FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

MAINTENANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to _____, (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

City of Fort Bragg
Project No. PWP-00135
Construction Labor & Material Payment Bond

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL

By: _____

(Acknowledgement)

Title: _____

(Corporate Seal)

SURETY

By: _____

(Attorney-in-fact)

(Acknowledgement)

Title: _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

END OF DOCUMENT

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: 24-1057

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Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8G.

Financial Update: Receive and File Quarter One FY 2024/25 Financial Report



FY 2024/25 Quarter 1 Financial Report



REPORT OVERVIEW

This report outlines the financial performance of the City for the initial quarter of Fiscal Year 2024/25, concluding on September 30, 2024. The financial analysis in this report pertains to the General Fund and the Water and Wastewater Enterprise Fund, utilizing a modified accrual basis. It is important to clarify that this document does not constitute an audited financial statement. The accuracy of revenue and expenditure data remains provisional until the City concludes its annual audit and finalizes the Annual Comprehensive Financial Report (ACFR).

GENERAL FUND

The General Fund is the general operating fund for the City and includes direct programs, activities, and services provided to the residents of Fort Bragg.

GENERAL FUND REVENUES

The original adopted revenue budget for the General Fund was \$12.2 million, an increase of 6 percent from the prior fiscal year.

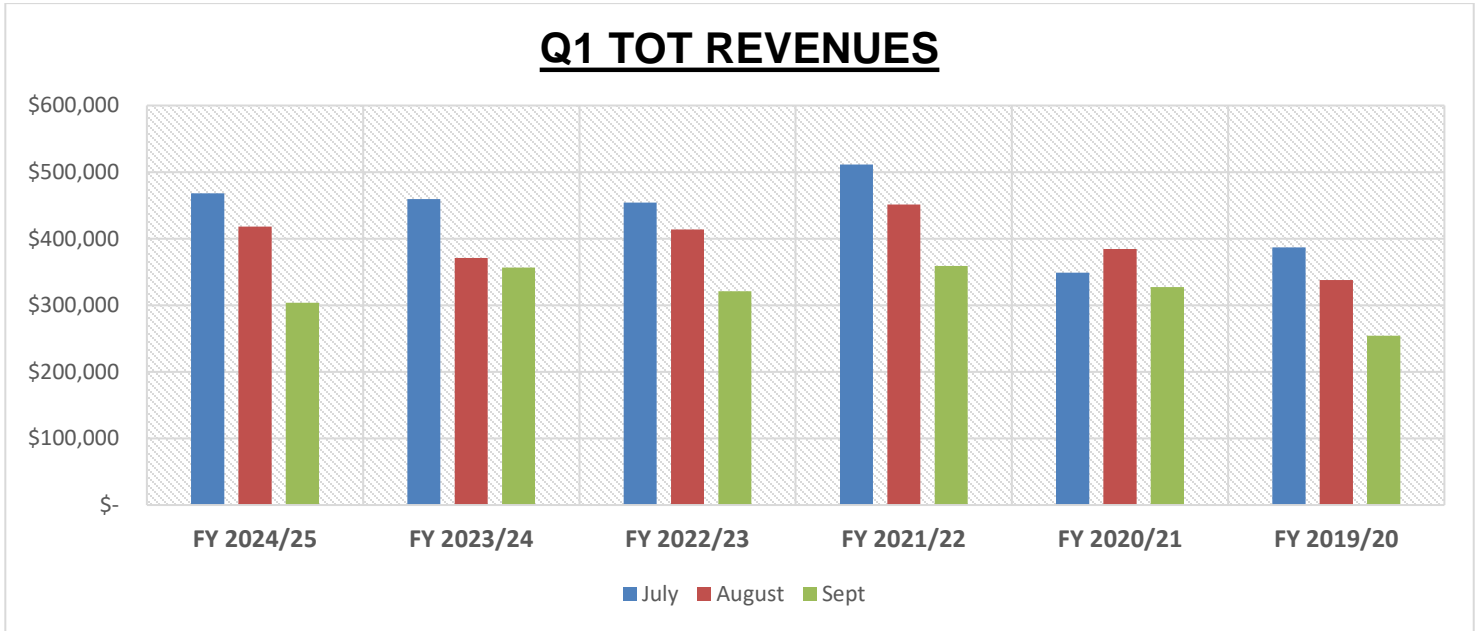
Summary of FY 2024/25 Q1 General Fund Operating Results							
	Prior FY Q1 Actuals	Adopted Budget FY 24/25	Amended Budget FY 24/25	FY 24/25		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
Transient Occupancy Taxes	\$ 1,187,461	\$ 3,146,240	\$ 3,146,240	\$ 1,091,083	\$ 1,172,884	\$ 81,801	37%
Sales Taxes	579,153	2,059,200	2,059,200	527,979	592,077	64,098	29%
Property Taxes	-	1,213,790	1,213,790	-	-	-	0%
Other Taxes	180,952	953,454	953,454	144,450	22,640	(121,810)	2%
Reimbursements	806,837	3,722,943	3,722,943	930,736	810,837	(119,899)	22%
Charges for Services	32,573	91,250	91,250	22,813	29,282	6,469	32%
Licenses & Permits	14,556	85,200	85,200	21,300	12,041	(9,259)	14%
Use of Money & Property	53,724	123,000	123,000	30,750	74,092	43,342	60%
Fines & Forfeitures	872	18,000	18,000	4,500	928	(3,572)	5%
Other Revenues	14,555	16,000	16,000	4,000	32,780	28,780	205%
Intergovernmental/Grant Reimb	190,743	824,476	824,476	206,119	96,477	(109,642)	12%
Total Revenue	\$ 3,061,426	\$ 12,253,552	\$ 12,253,552	\$ 2,983,729	\$ 2,844,038	\$ (139,692)	23%
Transfers				-	-	-	0%
Total Revenue	\$ 3,061,426	\$ 12,253,552	\$ 12,253,552	\$ 2,983,729	\$ 2,844,038	\$ (139,692)	23%

At the end of Quarter 1, the General Fund's operating revenues totaled \$2.8 million, falling short of quarterly budget projections by \$139,692. This shortfall is attributed to grant reimbursements that have yet to be accounted for.

- **Transient Occupancy Tax** remains a significant revenue source, contributing 28% of the General Fund's revenue. After facing a \$660,000 deficit in the last quarter of FY 19/20 due to COVID-related restrictions, TOT rebounded strongly in FY 20/21, achieving a record high of \$3.3 million, driven by eased travel restrictions and increased local tourism.



In Q1 of FY 25, TOT showed mixed results. Revenue grew by 2% in July and 14% in August but experienced a 15% decline in September, resulting in an overall 10% decrease quarterly compared to the exceptional quarter in FY 22. Despite the decline, TOT continues to show resilience, supported by sustained visitor interest. Detailed historical revenue figures provide additional context for this performance trend.



- **Sales Tax** The local sales tax rate remains 8.875%, with the City receiving 1% through the Bradley Burns Local Sales and Use Tax. The State receives 6%, 0.25% goes to the County, and 1.625% is allocated to special taxes.

Inflationary pressures have continued to ease in 2024. The Consumer Price Index (CPI) rose 2.4% compared to the same month in the previous year, signaling a marked improvement from the peak inflation of 9.1% in June 2022. This reduction reflects the Federal Reserve's aggressive interest rate hikes in 2022-2024, which have slowed inflation but moderated consumer spending, particularly on large purchases.

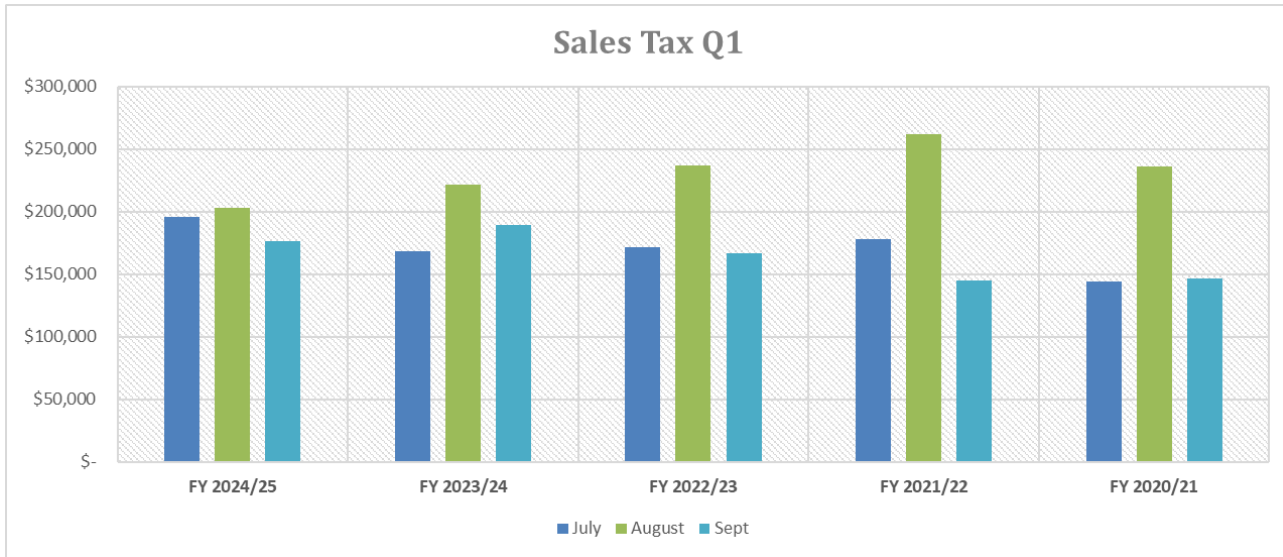
For Q1 FY 24/25, sales tax revenues accounted for 25% of the total budget, slightly below the prior year's first-quarter result but up 18% from pre-pandemic levels, demonstrating steady economic resilience. Year-over-year growth continues across all sales tax categories, led by Food Products, Construction, and Transportation. The County Pool, which captures a significant share of online sales, remains a critical driver of revenue, fueled by sustained consumer reliance on e-commerce. This trend is supported by the 2018 Supreme Court decision in South Dakota vs. Wayfair, Inc., which mandated online retailers to collect sales tax, contributing to robust County Pool growth.

Despite a more stable inflation outlook, the City's conservative sales tax revenue projection for FY 24/25 is \$2.06 million, reflecting a 1% increase from the prior year's estimated totals. This cautious



FY 2022/23 Q1 Operating Results

forecast accounts for anticipated changes in consumer behavior as inflation is projected to stabilize at 2.4% by the end of 2024, potentially tempering spending in key retail sectors.



- **Property Taxes:** receipts are received in lump sums in December, April, and July rather than evenly throughout the year. Housing costs have risen by the most since the early 1980s as a strong labor market continues to push up rental rates. Median home prices in the 95437 zip code have continued to increase year-over-year. According to Zillow, as of September 2024, median home prices were \$550k, reflecting a 4.9 decrease from previous months.
- **Other taxes** include Franchise Fees and Business License taxes. Actuals totaled \$22k, which is \$121k under the quarterly Budget estimates. The revenues from solid waste removal have not been accounted for in the first quarter. Revenue from Cable television franchise fees have slowly declined as more customers move to satellite and internet-based services. Business License Tax is collected during the business license renewal season in February to March of each year.
- **Reimbursements** include the annual Citizens' Option for Public Safety (COPS) reimbursements for public safety, admin cost reimbursement from grants, Highway user tax, special sales tax allocation, developer deposit reimbursements, and cost allocations transfers, which are considered a cost to the Enterprise funds but revenue to the General Fund. This revenue ended the quarter at \$119k below the quarterly budget due to the timing of some of the reimbursements, which is expected to pick up in the remaining quarters.
- **Intergovernmental** are reimbursements for staff time work on grants, including the School Resource Officer reimbursement, Social Services Liason Grant, Community Development Block Grants (CDBG) for water meter project, and general administration. The Quarter ended result at just 12% of the total Budget. This revenue category is expected to meet projections as



GENERAL FUND EXPENDITURES

The General Fund’s adopted budget for FY 2025 was \$12.4 million. The amended budget is \$12.5 million, with Budget amendments of \$108,226, excluding Purchase order rollovers from the prior fiscal year.

EXPENDITURES	Prior FY Q1 Actuals	Adopted Budget FY 24/25	Amended Budget FY 24/25	FY 24/25		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
General Government							
City Council	\$ 21,940	\$ 199,579	\$ 128,152	\$ 32,038	\$ 28,700	\$ 3,338	22%
Administrative Services	178,361	788,361	886,448	221,612	231,763	(10,151)	26%
City Attorney/Legal	43,549	270,000	273,123	68,281	150,075	(81,794)	55%
Finance	159,477	724,521	731,757	182,939	173,890	9,049	24%
Non-departmental (overhead)	616,731	538,929	543,467	135,867	133,123	2,744	24%
General Government Subtotal	1,020,058	2,521,390	2,562,947	640,737	717,551	(76,814)	28%
Public Safety							
Fire	122,402	448,569	448,569	112,142	116,813	(4,671)	26%
Police	1,006,555	5,715,508	5,716,082	1,429,020	1,304,993	124,028	23%
Public Safety Subtotal	1,128,957	6,164,077	6,164,651	1,541,163	1,421,806	119,357	23%
Community Services							
Public Works	345,540	1,899,127	1,907,565	476,891	439,337	37,555	23%
Fort Bragg Marketing (Measure AA/AB)	29,360	260,150	270,150	67,538	14,267	53,271	5%
Community Development	102,861	479,308	526,964	131,741	142,467	(10,725)	27%
Community Contributions	117,158	182,166	182,166	45,542	3,552	41,990	2%
Debt	122,757	572,840	572,840	-	-	-	0%
Community Services Subtotal	717,676	3,393,591	3,459,686	721,711	599,622	122,090	17%
Allocation to Internal Service Funds	161,024	401,891	401,891	100,473	107,529	(7,056)	27%
Total Expenditure	\$3,027,715	\$12,480,949	\$ 12,589,175	\$ 3,004,084	\$ 2,846,508	\$ 157,576	23%

General Fund operating expenditures ended the quarter at \$2.8 million, or 23 percent of the amended budget.

- **Administrative Services**, which encompass the City Manager’s Office, City Clerk, and Human Resources, accounted for 26% of the total budget and are projected to remain within budget for the fiscal year. Pre-employment and recruitment costs saw a significant reduction this quarter, at 0%, compared to over 50% in the previous fiscal year.
- **City Attorney/Legal Costs** accounted for 55% of the total budget this quarter, exceeding the quarterly budget by \$81,794. The overage is attributed to increased legal costs, primarily driven by expenditures related to the City's ongoing litigation. Staff are closely monitoring this line item and will propose a budget amendment at mid-year, if necessary, to address the overrun.
- **Non-departmental** is at 38% of the total budget attributed to the nature of California Intergovernmental Risk Authority (CIRA) liability and property premium payments, which are paid in the first quarter. Overall, property insurance has increased by 22%, and worker's compensation and general liability also recorded a cost increase of 12% year-over-year.

Additionally, \$150k was budgeted to contribute to Section 115 Trust to diversify the City’s



Investments to address the likelihood of increases to the California Public Employees' Retirement System (CALPERS) unfunded liability.

- **The Police Department's** budget, comprising 23% of the total, remains on track with quarterly projections. A 5% increase in dispatch costs is anticipated in 2024, as outlined in the operating agreement with the City of Ukiah. Temporary savings from vacant officer positions are expected to be offset when these roles are filled by Quarter 3 of the fiscal year. In August 2024, the City Council approved compensation updates through Ordinance 672 and extended the Police Association's Memorandum of Understanding (MOU) through 2028, incorporating Cost of Living Adjustment (COLA) increases. To fund these increases, the department reallocated resources by freezing two Community Service Officer (CSO) positions and supplementing with a part-time transportation officer, ensuring fiscal alignment.
- **Community Contributions** include the budget for Noyo Center, Special projects from Measure AB, the Sister City Program, and the Economic Development & Financing Corporation (EDFC). Only one payment to Noyo Center has been made in the first quarter.
- **Community Development** department is 10k over the quarter one Budget primarily due to the transfer of the part-time code enforcement officer position from the police department in July 2024. Additionally, the Public Works Director has filled the vacant Community Development Director position and contracted out the high-level planning work to Marie Jones Consultancy.
- **Fort Bragg's Marketing** budget includes expenditures such as professional marketing, events, and Public relations services. The quarterly budget is only at 5% due to the signing of new contract in September 2024. The marketing budget was increased this fiscal year to account for the Mountain Bike tournament and Music festival.
- **Debt Payments** A significant accomplishment for the City in FY 2020/21 was developing and adopting a Pension funding policy. These included issuing Lease Revenue Bonds to reduce the City's Unfunded pension Liability by \$7.5 million in November 2021 to achieve a 90-100 percent funding status with CALPERS. FY 2024/25 Budget includes the City's annual debt payment for these bonds, in which interest is paid in quarter one, and the principal is to be paid in the fourth quarter.

Overall, most of the general fund expenditures are in line with or below quarterly budget projections.

GENERAL FUND NET RESULTS

The General Fund is the chief operating fund for the City and relies on TOT and Sales Tax revenues. Both revenue categories recorded the best years to date in FY 20/21 and continued the strong performance into FY 21/22 with a slight decline in the Q1 of FY 22/23 & FY 23/24.



FY 2024/25 Q1 Operating Results

Summary of FY 2024/25 Q1 General Fund Operating Results

	Prior FY Q1 Actuals	Adopted Budget FY 24/25	Amended Budget FY 24/25	FY 24/25		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
Total Revenue	\$ 3,061,426	\$ 12,253,552	\$ 12,253,552	\$ 2,983,729	\$ 2,844,038	\$ (139,692)	23%
Total Expenditure	\$ 3,027,715	\$ 12,480,949	\$ 12,589,175	\$ 3,004,084	\$ 2,866,073	\$ 138,010	23%
Net Revenue /(Expenditure)	\$ 33,711	\$ (227,397)	\$ (335,623)	\$ (20,354)	\$ (22,036)	\$ (1,681)	

The first-quarter revenues were \$2.84 million (23 percent of the annual budget), and expenditures were \$2.86 million (23 percent of the annual budget), outpacing revenues by \$22,036. As the fiscal year progresses, Staff will continue monitoring revenues to ensure they are keeping up with expenditure levels. The Mid-Term Budget workshop scheduled for March 2023 will be an excellent opportunity to gauge the impacts of the looming recession on the City’s revenues and expenditures.

WATER ENTERPRISE FUND

Water Enterprise's revenue ended the quarter at \$848k or 28 percent of the total budget, and expenditures ended the quarter at \$678k or 30 percent of the total budget.

Summary of FY 2024/25 Q1 Water Enterprise Operating Results

	Prior FY Q1 Actuals	Adopted Budget FY 24/25	Amended Budget FY 24/25	FY 24/25		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
Charges for Services	\$ 798,887	\$ 2,998,614	\$ 2,998,614	\$ 843,232	\$ 833,717	\$ (9,515)	28%
Other Revenue	6,137	20,000	\$ 20,000	5,000	14,636	9,636	73%
Total Revenue	\$ 805,024	\$ 3,018,614	\$ 3,018,614	\$ 848,232	\$ 848,353	\$ 121	28%
Expenditure by Category							
Debt Service	\$ 284,191	-	\$ -	\$ -	\$ -	\$ -	0%
Personnel services	188,295	1,027,709	1,027,709	256,927	304,529	(47,602)	30%
Administration	112,174	494,907	494,907	123,727	117,618	6,109	24%
Contractual services	8,535	69,000	73,401	18,350	5,127	13,224	7%
Materials & supplies	18,796	330,348	330,348	82,587	104,045	(21,458)	31%
Utilities	48,071	192,000	192,000	48,000	54,089	(6,089)	28%
Repairs & maintenance	8,299	54,500	54,543	13,636	21,187	(7,552)	39%
Insurance	53,392	58,732	58,732	14,683	68,287	(53,604)	116%
Other operating	330	13,000	13,000	3,250	3,103	147	24%
Total Expenditure	\$ 722,083	\$ 2,240,195	\$ 2,244,639	\$ 561,160	\$ 677,986	\$ (116,826)	30%
Net Revenue /(Expenditure)	\$ 82,941	\$ 778,418	\$ 773,974	\$ 287,072	\$ 170,367	\$ (116,705)	

- **Charges for Services** fully support the revenues for the Water Enterprise Fund. Quarter-one revenues performed consistently to the prior fiscal year and are typically higher in the first quarter due to seasonality. The City of Fort Bragg declared a Stage 2 water warning and implemented mandatory Stage 2 water conservation measures to reduce water consumption by 10-20% in



quarter one. In the prior fiscal year, ratepayers took proactive steps in the Summer to conserve water as the City of Fort Bragg has experienced significantly less rainfall over the past several years, causing the City's three raw water sources to continue a downward trend. Due to these, water consumption has decreased compared to the last prior fiscal years as customers have adapted to conserving water during the summer months. Additionally, the City undertook steps to detect leaks and notify customers accordingly. New Water Meters funded by CDBG Grant are being installed, which will better detect leaks in real-time, and the improvements to the customer portal through Water Smart will provide customers with analytics on their usage and other helpful information to address leaks and high water usage.

- **Debt Service** the Water Enterprise Fund currently carries no debt. The \$476,000 loan from the State of California Department of Water Resources, budgeted for payoff in the current fiscal year, has been fully addressed. Additionally, the 2014 Water Revenue Refunding Bond, totaling \$672,135, matured in the last fiscal year, further solidifying the Fund's debt-free status.
- **Contractual Services** budget covers Utility Billing costs for printing, mailing, and compliance with Senate Bill 998. These costs have come in below budget in the first quarter. Additionally, \$30k was budgeted for water rate study in Jan-Mar 2024.
- **Utilities** are 28% of the total Budget. Energy costs for Electric have risen by 35% per month compared to last year due to rate increases with a slight increase in consumption.
- **Insurance costs**, including Property & ADP Contributions, DIC Earthquake, and flood deductible buy- down, are paid in the first quarter annually. As mentioned earlier, CIRA insurance costs have recorded year-over-year increases. Property Insurance increased by 83% and DIC by 43% overall. Currently, the Insurance costs are over budget by \$53k. Staff is working with CIRA to confirm the allocation of property insurance before the mid-term budget.

Overall, most expenditures are in line with quarterly budget projections, and staff anticipates that revenues will outpace expenditure estimates come year-end.

WASTEWATER ENTERPRISE FUND

Wastewater Enterprise's revenue ended the quarter at \$962k, which is 27% of the total budget, and expenditures ended the first quarter at \$896k, in line with overall quarter one budget projections.



Summary of FY 2024/25 Q1 Wastewater Enterprise Operating Results

	Prior FY Q1 Actuals	Adopted Budget FY 24/25	Amended Budget FY 24/25	FY 24/25		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
Charges for Services	\$ 915,238	\$ 3,433,578	\$ 3,433,578	\$ 858,395	\$ 909,134	\$ 50,739	26%
Other Revenue	35,248	156,450	156,450	39,113	52,150	13,038	33%
Total Revenue	\$ 950,486	\$ 3,590,028	\$ 3,590,028	\$ 897,507	\$ 961,284	\$ 63,777	27%
Expenditure by Category							
Personnel services	199,423	685,912	685,912	171,478	188,547	(17,069)	27%
Administration	171,647	716,326	716,326	179,081	175,502	3,580	25%
Contractual services	57,399	400,000	439,324	109,831	72,627	37,204	17%
Materials & supplies	77,309	325,094	422,841	105,710	84,389	21,321	20%
Utilities	116,542	615,000	615,000	153,750	188,869	(35,119)	31%
Repairs & maintenance	21,774	203,500	204,582	51,145	42,855	8,290	21%
Insurance	112,645	113,871	113,871	28,468	144,070	(115,602)	127%
Total Expenditure	\$ 756,739	\$ 3,059,703	\$ 3,197,855	\$ 799,464	\$ 896,859	\$ (97,395)	28%
Net Revenue /(Expenditure)	\$ 193,747	\$ 530,326	\$ 392,173	\$ 98,043	\$ 64,425	\$ (33,619)	

- Encouragingly, in the current fiscal year, revenues are continuing the positive trend upwards and currently stand at 33% of the total Budget. This upward trajectory reflects a resilient financial performance and suggests sustained recovery from the impacts of the pandemic. Monitoring these revenue trends will be crucial in ensuring continued fiscal health of the enterprise operations. Staff will be conducting a rate study in January 2025.
- Utilities** are up \$35k or 31% of the total Budget. Energy costs for electricity have risen by 60% or \$12k/month compared to the last year due to rate increases.
- Insurance costs**, including Property & ADP Contributions, DIC Earthquake, and flood deductible buy- down, are paid in the first quarter annually. As mentioned earlier, CIRA insurance costs have recorded year-over-year increases. The new Wastewater Treatment Plant has certainly increased the Property

Insurance for the fund in the last couple of years. Property Insurance increased by 127% and DIC by 43% overall. Currently, the Insurance costs are over budget by \$53k. Staff is working with CIRA to confirm the allocation of property insurance before the mid-term budget to determine if a Budget Amendment is needed.

Overall, most expenditures are in line with quarterly budget projections, and staff anticipates that revenues will outpace expenditure estimates come year-end.



CV STARR ENTERPRISE

The City-owned C.V. Starr Community Center and Sigrid & Harry Spath Aquatic Facility, encompassing 43,000 square feet, offer a wide range of amenities, including an indoor water park, fitness and exercise rooms, weight rooms, and community meeting spaces. The surrounding grounds further enhance the facility with a dog park, Skateboard Park, and petanque courts.

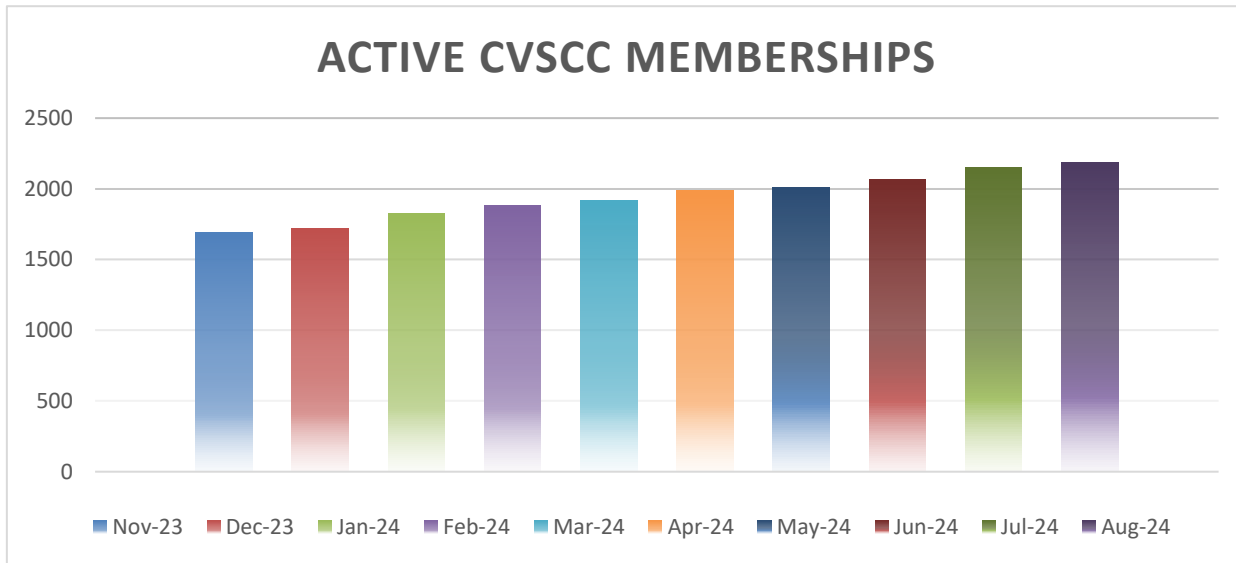
Operational, maintenance, and capital improvement costs for the Center are partially offset by restricted sales tax and property tax revenues. These dedicated funds are allocated to the C.V. Starr Enterprise Fund, providing a financial framework that supports the ongoing success of the facility.

In February 2024, the City assumed direct operations of the Center after the Mendocino Coast Recreation and Park District (MCRPD) terminated the operating agreement in 2023. This transition places the full financial responsibility for operations and maintenance on the City of Fort Bragg.

Summary of FY 2024/25 Q1 CV Starr Enterprise Operating Results							
	Prior FY Q1 Actuals	Adopted Budget FY 24/25	Amended Budget FY 24/25	FY 24/25		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
Operating Revenues	\$ 200,956	719,557	719,557	\$ 179,889	273,062	\$ 93,173	38%
Sales Tax	326,867	1,184,288	1,184,288	296,072	333,144	37,072	28%
Property Taxes		305,119	305,119	-	-	-	0%
Other Revenue	777.00	50,000	10,000	2,500	16	(2,484)	0%
Total Revenue	\$ 528,600	\$ 2,258,963	\$ 2,218,963	\$ 478,461	\$ 606,223	\$ 127,762	27%
Expenditure by Category							
Personnel services	395,663	1,373,103	1,373,103	343,276	269,675	73,601	20%
Administration	622	23,500	23,500	5,875	163	5,712	1%
Contractual services	14,210	53,000	69,879	17,470	6,107	11,363	9%
Utilities	88,732	350,000	350,000	87,500	86,507	993	25%
Repairs & maintenance	15,932	40,500	40,500	10,125	4,251	5,874	10%
Insurance	-	15,000	15,000	3,750	-	3,750	0%
Other operating	27,957	169,000	169,000	42,250	38,952	3,298	23%
Total Expenditure	\$ 543,116	\$ 2,024,103	\$ 2,070,172	\$ 517,543	\$ 422,758	\$ 94,785	20%
Net Revenue /(Expenditure)	\$ (14,516)	\$ 234,861	\$ 148,791	\$ (39,082)	\$ 183,465	\$ 222,547	

The revenue generated from general admissions encompasses user fees obtained from drop-in visits, membership sales, and other admissions. The Center was closed during COVID-19, impacting membership sign-ups and drop-in visits. The facility experienced a delayed opening post-COVID due to safety precautions, such as the continued use of masks (except in the pool area), the closure of showers to minimize unmasked time, and capacity restrictions during Open Swim and Swim Slide Splash sessions, contributed to this shortfall.

Despite the challenges, since re-opening, membership revenue and general admissions have rebounded at the end of quarter one at \$273k beating quarterly projections by \$93k increasing from 1,694 in memberships to 2,267 in 2024 Q1. The City Council approved rate, which take effect in January 2024, generating an estimated \$90k in additional revenue.



It's encouraging to report that our sales tax figures align with our quarterly budget projections, and we are on track to meet our overall budget expectations of \$1.2 million. This positive trajectory reflects our effective strategies and market responsiveness.

On the property tax front, funds are received in the third quarter of the fiscal year. This timing aligns with our budget planning, contributing to the overall financial health of the Center.

Regarding personnel costs, we are currently at 20% of the Budget, effectively meeting our quarterly expectations. However, recognizing the dynamic nature of our operations, we are actively evaluating and planning to restructure staffing to ensure optimal efficiency and resource utilization.

Shifting our focus to administration costs, which encompass legal, travel, and training expenses, it's noteworthy that a substantial portion of these expenditures is expected to be incurred in the second and third quarters. As we progress through the fiscal year, we remain committed to prudent financial management, ensuring that our budget allocations align with our operational needs and strategic goals.



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PUBLIC EMPLOYEE EVALUATION/DISCIPLINE/DISMISSAL/RELEASE

Title: City Clerk

Pursuant to California Government Code 54957(b)