



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, September 8, 2025

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: Sep 8, 2025 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/84177135121>

*or Phone Dial: 1 669 444 9171 US (*6 mute/unmute, *9 raise hand)*

Webinar ID: 841 7713 5121

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

CLOSED SESSION REPORT

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [25-360](#) Presentation of Proclamation Honoring the 60th Anniversary of Reynolds and Wren's Boutique

Attachments: [19 - Proclamation Reynolds and Wren's 60th Anniversary](#)

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

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

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

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

WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin St, Fort Bragg, during normal business hours. All comments after 2 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software. Public comments may be submitted to cityclerk@fortbraggca.gov.

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 2A. [25-380](#) Adopt by Title Only and Waive Further Reading of Ordinance 1018-2025 Adding Chapter 5.06 to the Fort Bragg Municipal Code to Establish Entertainment Zones

Attachments: [ORD 1018-2025 EZ](#)

- 2B. [25-370](#) Adopt City Council Resolution Approving the Contract with American Chiller Service, Inc, Authorizing City Manager to Execute Contract (Amount Not to Exceed \$118,907.00); and Finding the Project Exempt from CEQA under 14 CCR 15301(d)

Attachments: [RESO American Chiller Contract](#)
[Att 1 - American Chiller Inc. Proposal](#)
[Att 2 - American Chiller Inc Contract](#)

- 2C. [25-373](#) Receive and File Minutes of the Community Development Committee of June 2, 2025

Attachments: [CDD 06022025 Minutes](#)

- 2D. [25-382](#) Approve Minutes of April 28, 2025

Attachments: [CC MINS 20250428](#)

- 2E. [25-385](#) Approve Minutes of July 14, 2025

Attachments: [CC MINS 20250714](#)

- 2F. [25-381](#) Approve Minutes of August 25, 2025

Attachments: [CC MIN 08.25.2025](#)

- 2G. [25-376](#) Approve Minutes of Special City Council of August 25, 2025

Attachments: [SCCM 2025-08-25](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

- 8A. [25-363](#) Receive a Report and Provide Direction on Economic Development Strategies to Support Business Expansion, Attraction, and Retention (BEAR) Through Zoning Updates, Permit Reforms, Fire Sprinkler Evaluation, and Enhanced Opportunities for Small and Legacy Businesses

Attachments: [09082025 Economic Development Strategies Staff Report](#)
[Att 1 - Strategic Planning Report 24-28 Economic Development Goals](#)
[Att 2 - Chapter 18.22 Use Tables](#)
[Att 3 - Chapter 18.71.030 Limited Term Permit](#)
[Att 4 - Chapter 18.71.060 Minor Use Permit regulations Modifications](#)
[Att 5 - Chapter 18.90 Non-Conforming Use Regulations](#)
[Att 6 - Chapter 15.06 Fire Sprinklers](#)

9. CLOSED SESSION

- 9A. [25-378](#) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Government Code Section 54956.9 City of Fort Bragg and City of Fort Bragg Municipal Improvement District No. 1 v. USA Sludge, LLC, Bryan Bartel, Ryan Process, Inc. Case No. 24CV01328

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.

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 September 4, 2025.

Diana Paoli
City Clerk

NOTICE TO THE PUBLIC:**DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:**

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



City of Fort Bragg

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Text File

File Number: 25-360

Agenda Date: 9/8/2025

Version: 1

Status: Business

In Control: City Council

File Type: Proclamation

Agenda Number: 1A.

Presentation of Proclamation Honoring the 60th Anniversary of Reynolds and Wren's Boutique

**REYNOLDS
+ WREN**

**PROCLAMATION
Honoring Reynolds + Wrens 60th Anniversary**

WHEREAS, this year Reynolds and Wren's Boutique proudly celebrates 60 years of providing high quality clothing staples and accessories with friendly and knowledgeable customer service to the community; and

WHEREAS, Reynolds and Wren's Boutique, owned by Amberly Reynolds Caccamo, has remained a family-owned business throughout the years, growing alongside the community of Fort Bragg; and

WHEREAS, since 1965 this hometown clothing store has always been an anchoring economic presence in Historic Downtown Fort Bragg; and

WHEREAS, Reynolds and Wren's Boutique have served Fort Bragg citizens and visitors with care and attention to the needs of the community; and

WHEREAS, the 60th anniversary of Reynolds and Wren's Boutique is a time to acknowledge their ongoing contribution to the local economy, and to the continued presence of a family-owned and operated establishment;

NOW THEREFORE BE IT RESOLVED, I Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby recognize and congratulate Reynolds and Wren's Boutique on the momentous occasion of its 60th anniversary, and extend our deep appreciation for their ongoing contributions to the Fort Bragg community.

SIGNED this 8th day of September, 2025

JASON GODEKE, Mayor

ATTEST:

Diana Paoli, City Clerk
No. 19-2025





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Text File

File Number: 25-380

Agenda Date: 9/8/2025

Version: 1

Status: Business

In Control: City Council

File Type: Ordinance

Agenda Number: 2A.

Adopt by Title Only and Waive Further Reading of Ordinance 1018-2025 Adding Chapter 5.06 to the Fort Bragg Municipal Code to Establish Entertainment Zones

**AN ORDINANCE OF THE CITY OF FORT
BRAGG ADDING CHAPTER 5.06 TO THE
FORT BRAGG MUNICIPAL CODE TO
ESTABLISH ENTERTAINMENT ZONES**

ORDINANCE NO. 1018-2025

WHEREAS, Senate Bill 969 (SB 969), signed into law in 2024, authorizes cities and counties in California to establish "Entertainment Zones" in which patrons may consume alcoholic beverages in the public right-of-way under specified conditions; and

WHEREAS, the City of Fort Bragg seeks to activate its downtown core, enhance community events, and support small businesses by allowing for regulated outdoor consumption of alcoholic beverages during City-approved special events; and

WHEREAS, the Department of Alcoholic Beverage Control (ABC) requires cities establishing Entertainment Zones to adhere to certain requirements, including consultation with law enforcement and ongoing review to ensure public safety; and

WHEREAS, the City Council finds that this ordinance is consistent with the City's General Plan, Strategic Plan, and Economic Development goals.

WHEREAS, the City Council finds and declares:

1. The ordinance is consistent with the City's General Plan as it would support economic development, cultural events, and community use of public space.
2. The ordinance would not result in risks to public health or safety as all events would be City-approved events with built-in revocation authority.
3. The downtown area is physically suitable for an entertainment zone because it is an established community downtown with existing restaurants, bars, parking and other features which will make these activities safe and advantages to the business community.
4. Approval of this Ordinance is categorically exempt from CEQA because:
 - a. It can be seen with certainty that there is no potential for significant environmental impact because the permitted activity is only temporary in nature. Exemption 15061(b)(3), and
 - b. It involves the operation or licensing of existing public rights-of-way involving negligible or no expansion of existing use because zones are limited to a few streets in the Central Business District. Exemption 15301(c).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FORT BRAGG DOES
FIND, DETERMINE, AND ORDAIN AS FOLLOWS:**

Section 1. The Recitals set forth above are true and correct and incorporated herein as findings.

Section 2. Chapter 5.06 titled “Entertainment Zones” is hereby added to Title 5 “Business Licenses and Regulation” of the Fort Bragg Municipal Code as follows:

Chapter 05.06 – Entertainment Zones

- 05.06.010 – Purpose and Intent
- 05.06.020 – Definitions
- 05.06.030 – Establishment of Entertainment Zones
- 05.06.040 – ABC Compliance
- 05.06.050 – Management Plan Requirement
- 05.06.060 – Law Enforcement and Review
- 05.06.070 – Violations and Enforcement

05.06.010 – PURPOSE AND INTENT

This chapter establishes Entertainment Zones pursuant to the authority granted under California Business & Professions Code § 25623, as amended by SB 969. The purpose is to promote economic development, enhance community events, and allow the regulated consumption of alcoholic beverages in designated public areas during approved special events.

05.06.020 – DEFINITIONS

For the purposes of this chapter:

- A. “*Entertainment Zone*” or “*Zone*” means an area designated by resolution of the City Council where alcoholic beverages may be consumed in public rights-of-way during approved events.
- B. “*Licensed Premises*” refers to an establishment licensed by ABC for the sale of alcoholic beverages for on-site or off-site consumption.
- C. “*Zone Operator*” means the person or entity designated in the Entertainment Zone Management Plan responsible for compliance with this chapter and all applicable laws.
- D. “*Open Container*” refers to any unsealed alcoholic beverage container in a non-glass, non-metal cup or receptacle.

05.06.030 – ESTABLISHMENT OF ENTERTAINMENT ZONES

- A. The City Council may, by resolution, establish Entertainment Zones. The resolution shall specify:
 - 1. Geographic boundaries of the Zone;
 - 2. Authorized hours and days of operation;
 - 3. Types of alcoholic beverages permitted;
 - 4. Container requirements;
 - 5. Identification mechanisms (e.g., wristbands, stamps) for verifying age compliance;
 - 6. Special conditions or limitations deemed necessary for public health and safety.
- B. Entertainment Zones shall only be active during City-authorized special events with an approved Limited-Term Permit.

- C. Changes or alternative designated zones, boundaries, hours, or requirements may be adopted by future City Council resolution without amending this ordinance.

05.06.040 – ABC COMPLIANCE

- A. Only ABC-Licensed Premises located within the boundaries of an Entertainment Zone may sell alcoholic beverages for off-site consumption in the Zone, subject to compliance with the following:
 - a. The type of alcohol provided for consumption in the Zone is authorized by the Resolution establishing the Zone.
 - b. Alcohol provided for consumption in the Zone may only be served in non-glass, non-metal containers.
 - c. Deliveries of alcoholic beverages to consumers located within the Entertainment Zone are prohibited, unless the delivery is made to a licensed private business or residential address within the Zone.
 - d. Patrons with Open Containers must exit Licensed Premises directly into the Entertainment Zone. Alcoholic beverages may not be consumed outside the designated boundaries or during unauthorized hours.
- B. The Zone Operator shall be responsible for implementation of the measures outlined in the approved Management Plan submitted pursuant to Section 05.06.050.

05.06.050 – MANAGEMENT PLAN REQUIREMENT

- A. An approved Entertainment Zone Management Plan shall be required for each event and shall include:
 - 1. Zone Operator designation with 24/7 contact;
 - 2. Security and public safety plan (subject to FBPD review);
 - 3. Trash and cleanup plan;
 - 4. Boundary markings (signage, fencing, decals);
 - 5. Procedures for age verification;
 - 6. ABC compliance protocol;
 - 7. Incident reporting procedures.
- B. No alcohol consumption may occur within an Entertainment Zone without a City-approved Management Plan.
- C. The Management Plan is subject to review and approval of the City Manager or designee.

05.06.60 – LAW ENFORCEMENT AND REVIEW

- A. Prior to establishing or renewing any Entertainment Zone, the Fort Bragg Police Department shall review the proposed Zone and Management Plan regarding: public safety concerns, mitigation strategies, and proposed boundaries, hours, and event types.
- B. Every two years, unless requested sooner by the Chief of Police, the City shall review the operation and impacts of each established Entertainment Zone in consultation with FBPD. Reports may be provided to ABC upon request.

05.06.70 – VIOLATIONS AND ENFORCEMENT

- A. Any violation of this chapter or the approved Management Plan is subject to administrative penalties.
- B. The City reserves the right to suspend or revoke the use of an Entertainment Zone at any time if deemed necessary to protect public health and safety.

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 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 §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 Albin-Smith at a regular meeting of the City Council of the City of Fort Bragg held on August 25, 2025 and adopted at a regular meeting of the City of Fort Bragg held on September 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Jason Godeke
Mayor

ATTEST:

Diana Paoli
City Clerk

PUBLISH: August 28, 2025 and September 18, 2025 (by summary).
EFFECTIVE: October 8, 2025



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Text File

File Number: 25-370

Agenda Date: 9/8/2025

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 2B.

Adopt City Council Resolution Approving the Contract with American Chiller Service, Inc, Authorizing City Manager to Execute Contract (Amount Not to Exceed \$118,907.00); and Finding the Project Exempt from CEQA under 14 CCR 15301(d)

RESOLUTION NO. ____-2025

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING
CONTRACT WITH AMERICAN CHILLER SERVICE, INC., CV STARR
COMMUNITY CENTER PROJECT HYDRONIC BOILER'S WATER LOOP
SYSTEM; AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT
(AMOUNT NOT TO EXCEED \$118,907.00, ACCOUNT NO. 851-8002-0731);
AND FINDING THE PROJECT EXEMPT FROM CEQA UNDER 14 CCR
15301(d)**

WHEREAS, the hydronic boiler's water loop system is the original, installed in 2008, the system is failing, and due to the age of the system, parts are no longer available; and

WHEREAS, quotes for the project were solicited from the County of Mendocino and its surrounding counties in March 2025; and

WHEREAS, two unresponsive quotes and one responsive quote were received for the CV Starr Community Center Project Hydronic Boiler's Water Loop System; and

WHEREAS, the responsive quote received was from American Chiller Service Inc., in the amount of \$118,907.00 to complete this work; and

WHEREAS, staff has confirmed that American Chiller Service Inc. has the proper license, experience, and meets the necessary requirements to be considered a responsive bidder; and

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

1. American Chiller Service Inc.'s proposal meets the requirements of the Project and is considered responsive.
2. American Chiller Service Inc. has the proper licenses to complete the Project.

WHEREAS, the Project is categorically exempt from CEQA, 14 CCR Section 15301(d), which allows for repair and maintenance to existing facilities; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby accept the proposal of \$118,907.00, awarding the contract for the CV Starr Hydronic Boiler's Water Loop System to American Chiller Service Inc.; and authorizing the City

Manager to execute the same (Amount Not to Exceed \$118,907.00; Account NO. 851-8002-0731).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of September 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Jason Godeke
Mayor

ATTEST:

Diana Paoli
City Clerk



AMERICAN CHILLER SERVICE, INC.
WWW.AMERICANCHILLER.COM

**Large Tonnage Air
Conditioning Specialists**

**CA Lic. No. 605046
NV Lic. No. 0035255**

August 13, 2025

Proposal

C.V. Starr Community Center
300 S Lincoln St.
Fort Bragg, CA 95437

Quote # 70540

Paul:

Per your request we are pleased to offer our bid for mechanical services at the subject location. All work is quoted for labor to be performed M-F during normal business hours.

Equipment Covered:

Boiler Plant Water Loop

Scope of Work:

- Coordinate work with onsite personnel
- Coordinate lock out and tag out of all potential energy sources
- Demo and remove two hot water pumps and associated piping
- Electrical for pump motors to be modified as needed for new pump motors
- Boiler room piping to be removed and modified as need up to wall penetrations
- Demo and remove steel Flowfab platform up to boilers
- Modify boiler control cabinet support/stand, cabinet to stay in same location
- Remove expansion tank and replace with new (tank to remain onsite for a spare)
- Remove triple duty valves and replace with new, one per pump
- Remove suction diffusers and replace with new, one per pump
- Remove air separator and replace with new, install with new air bleed
- Remove water make up pressure regulator, pressure relief and replace with new
- Remove chemical pot feeder and replace with new 5 gallon feeder with funnel kit
- Modify piping as needed to fit up to new pump lay out, piping to be copper
- Modify existing gas lines to boilers for proper sediment trap orientation
- Start, test, and ensure proper operation of domestic hot water loop
- Provide written reports and recommendations on all findings

Total Cost:

\$118,907.00*

Thank you for the opportunity to quote this service, we look forward to working with you!

***Exclusions- Mechanical or structural engineering and any permits or associated permit fees**

Respectfully,
American Chiller Service, Inc.

Hugo Chacon

Accepted By:

C.V. Starr Community Center

(The Terms and Conditions attached form an integral part of this agreement and are expressly incorporated herein)

Sacramento
Bay Area
Modesto
Reno / Tahoe
North Bay
Mailing Address

11328 Sunrise Gold Circle, Rancho Cordova CA 95742
743 Thornton Street, San Leandro CA 94577
931 Reno Ave., Suite L, Modesto CA 95351
5580 Mill Street, Suite 400, Reno NV 89502
1180 Holm Road, Suite C, Petaluma CA 94954
P.O. Box 1887 Rancho Cordova, CA 95741-1887
Website: www.americanchiller.com

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Phone: (510)686-1111
Phone: (209)557-0111
Phone: (775)322-9900
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Fax: (510)686-1234
Fax: (209)557-0123
Fax: (775)322-9929
Fax: (707)304-5825

E-Mail: info@americanchiller.com

American Chiller Service, Inc.

TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by American Chiller Service. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of American Chiller Service.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of American Chiller Service's credit department. Terms of payment are net 30 days upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, American Chiller Service may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. American Chiller Service reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by American Chiller Service including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that American Chiller Service determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, American Chiller Service shall inform Customer of the equipment condition and remedy. American Chiller Service shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by American Chiller Service upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without American Chiller Service's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by American Chiller Service, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay American Chiller Service, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which American Chiller Service is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, American Chiller Service may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, American Chiller Service shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay American Chiller Service any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property.

Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless American Chiller Service and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. American Chiller Service shall have the right to suspend its work at no penalty to American Chiller Service until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. American Chiller Service reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide American Chiller Service personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. American Chiller Service shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of American Chiller Service.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of American Chiller Service.
13. In the event that American Chiller Service is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond American Chiller Service's control, Customer shall pay American Chiller Service for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established American Chiller Service rates for performing such services.
14. American Chiller Service shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of American Chiller Service, American Chiller Service shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. AMERICAN CHILLER SERVICE SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF AMERICAN CHILLER SERVICE. IN NO EVENT WILL AMERICAN CHILLER SERVICE'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY AMERICAN CHILLER SERVICE FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
16. American Chiller Service extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. American Chiller Service expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by American Chiller Service. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of California.

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 for the CV Starr Boiler Plant Water Loop Project CVS 25-26, within ten (10) working days of receiving written notice of award of the project.

- _____ Contract Check List
- _____ Contract, Part 1
- _____ Contract, Part 2 – General Provisions
- _____ Contract, Part 3 – Special Provisions (Optional)
- _____ Performance Bond
- _____ Payment Bond
- _____ Maintenance Bond
- _____ Certificates of Insurance and Endorsements

City of Fort Bragg
CVS 25-26
Contract, Part 1

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 American Chiller Service, Inc 111328 Sunrise Gold Circle, Rancho Cordova, CA 95742 ("Contractor").

RECITALS

- A. REQUEST FOR QUOTE. The City solicited quotes from a minimum of three (3) vendors in March 2025 for the CV Starr Boiler Plant Water Loop Project CVS 25-26 ("Project") in accordance with Fort Bragg Municipal Code Section 3.22.050 for informal bidding. For purposes of this agreement "bid," "proposal," and "quote" are used interchangeably.
- B. PROJECT PROPOSAL. On August 13, 2025, City representatives received the lowest, responsive proposal for the Project from American Chiller Service, Inc.
- C.. PROJECT AWARD. On September 8, 2025, the City Council accepted the proposal of American Chiller Service, Inc., awarding the contract for the CV Starr Boiler Plant Water Loop Project and authorizing the City Manager to execute the same.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list.
- 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:

City of Fort Bragg
CVS 25-26
Contract, Part 1

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 CV Starr Boiler Plant Water Loop project ("Work") as more specifically shown in the 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
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within () 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 Eighteen Thousand Nine Hundred and Seven Dollars \$118,907.00 (the "Contract Price") as specified in the Contractor's completed Quote dated August 13, 2025, and attached to and incorporated in this Contract as **Exhibit A**. Payment to the Contractor under this Contract will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Contract is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Contract is subject to and may be offset by charges that may apply to the Contractor under this Contract. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 et seq., the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

- 6.1. Contractor acknowledges and agrees that it shall comply with the requirements of California Public Contracts Code sections 2600 et seq., in its entirety and, in particular, those sections related to Skilled and Trained Workforce. By its execution of this agreement Contractor certifies and warrants that it is aware of the requirement of California Public Contracts Code section 2600 et seq. and its requirements as to a Skilled and Trained Workforce.

7. THE CONTRACT DOCUMENTS. This Contract consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Contract as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

- 7.1 This Part 1 of the Contract and change orders and other amendments to this Contract signed by authorized representatives of the City and the Contractor.
 - 7.2 The General Provisions, Part 2 of the Contract, and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.
 - 7.3 The Special Provisions, Part 3 of the Contract, 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 [Section Removed]
 - 7.5 The Project Plans, [Section Removed]
 - 7.6 The Contractor's Quote dated August 18, 2025
 - 7.7 Contractor's completed Certificates of Insurance and Endorsements
 - 7.8 Contractor's executed Performance Bond
 - 7.9 Contractor's executed Payment Bond
 - 7.10 Contractor's Maintenance Bond
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, 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-4 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 Moneque Wooden 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 Hugo Chacon 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

City of Fort Bragg
CVS 25-26
Contract, Part 1

Executed on _____, by

CONTRACTOR

By: _____
Title: _____

CITY

By: _____
Title: City Manager

ATTEST:

By: _____
Diana Paoli
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONTRACT, PART 2

GENERAL PROVISIONS

1. DEFINITIONS

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1.1 **City:** CITY OF FORT BRAGG.
- 1.2 **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 Moneque Wooden.
- 1.3 **Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1.4 **Contract Documents:** All documents identified in Section 7 of Part 1 of the Contract.
- 1.5 **Contractor:** American Chiller Inc. The successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement.
- 1.6 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.7 **Project:** The CV Starr Boiler Plant Water Loop project as described in scope of work.
- 1.8 **Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the City and shall coordinate with the Construction Manager and Architect as directed by the City in accordance with the Contract Documents. .
- 1.9 **Project Plans:** [Section Removed]
- 1.10 **Proposal:** The quote, bid, or proposal submitted by by Contractor to the City in response to City request for informal bid. For purposes of this Agreement, quote, proposal, and bid are used interchangeably.
- 1.11 **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

City of Fort Bragg
Project No. CVS 25-26
Contract, Part 2
General Provisions

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.

1.12 Technical Specifications: [Section Removed]

1.13 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. .

1.14 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 in accordance with the Contract Document and applicable law(s).

1.15 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 Quote.

2. PLANS AND SPECIFICATIONS [Section Removed]

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. [Section Removed]

3.3 Inspection and Testing of Work and Material.

City of Fort Bragg
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Contract, Part 2
General Provisions

- 3.3.1 The City and the Construction Manager 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.
- 3.3.3 If the Construction Manager, 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 California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports shall be distributed as required .
- 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

City of Fort Bragg
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Contract, Part 2
General Provisions

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 Construction Manager, 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 Construction Manager 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 Contract Documents. 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 an acceptable product approved by the Construction Manager.

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

City of Fort Bragg
Project No. CVS 25-26
Contract, Part 2
General Provisions

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.

City of Fort Bragg
Project No. CVS 25-26
Contract, Part 2
General Provisions

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.

City of Fort Bragg
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- 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

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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.

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Testing will only be performed on normal City working days between the hours of 8:00 a.m. and 4:00 p.m. unless other arrangements are made in advance. Tests performed outside of these hours may be subject to increased charges.

The Contractor must request all tests in writing a minimum of two (2) working days in advance of the time desired. A minimum of one working day must be allowed for compilation and reporting of data and test results after tests have been performed. No subsequent layer of material may be placed until a passing test is obtained and acknowledged by the City.

Concrete and asphalt may be supplied only from suppliers approved and certified by the State Department of Transportation. Proposed mix designs for all concrete and asphalt concrete to be placed within the CITY OF FORT BRAGG must be provided to and approved by the City, prior to placement.

The Contractor must coordinate with the City concerning any additional testing as required.

4. CHANGES IN WORK

- 4.1 City Directed Change Orders. The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents. 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 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

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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

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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, 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

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entitled time extension for impacts that consume Float, but do not impact the critical path. Time extensions will not be granted unless substantiated by the Critical Path Method (CPM) Schedule, and then not until the CPM float becomes zero. If contractor fails to submit documentation requesting and justifying a change in Time for Completion consistent with the Contract Documents, the Contractor shall be deemed to have agreed that there is no extension of time and that Contractor has irrevocably waived its rights to any change in the Time for Completion. Contractor initiated change orders shall address any impacts on the Time for Completion when first submitted to the City. Contractor shall submit any request for change in the Time for Completion and all supporting information and documentation required by the Contract Documents within seven (7) working days of receipt of a City-directed Change Order.

5. TRENCHING AND UTILITIES

- 5.1 Contractor to Locate Underground Facilities. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

Contractor shall contact Underground Service Alert (USA), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide the City with copies of all USA records secured by Contractor. Contractor shall advise the City of any conflict between information in the Contract Documents, Drawings, independent investigations, and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings,

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manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in existing conditions data, Contract Documents, or USA records, or discovered during Contractor's pre- or post-bid investigation. Contractor shall immediately secure all such available information and notify the City and the utility City, in writing, of its discovery.

5.2 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before disturbing: any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a change order pursuant to Section 4 of these General Provisions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

5.3 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

5.4 Utility Relocation Costs.

5.4.1 In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the City in the Technical Specifications and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the

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Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunkline utility facilities.

- 5.4.2 Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunklines in the Technical Specifications and/or Project Plans.
 - 5.4.3. Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
 - 5.4.4 Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
 - 5.4.5 If the Contractor while performing the Work discovers utility facilities not identified by the City in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the City and utility in writing.
 - 5.4.6 Either the City or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.
- 5.5 Concealed or Unknown Conditions.
- 5.5.1 If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly give a written Notice of Differing Site Conditions to the City before conditions are disturbed, except in an emergency, and in no event later than seven (7) calendar days after first observance of:

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- 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

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will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

- 5.6 Contractor shall bear the risk that Underground Facilities not owned or built by the City may differ in nature or locations shown in information made available by the City for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on City's Project, and Contractor is to apply its skill and industry to verify the information available.

5.7 Contractor's compensation for claimed latent or materially different Project conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefor.

6. PROJECT FACILITIES

- 6.1 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.
- 6.2 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject

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to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or Ownership pursuant to this Section 6 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

7. PROSECUTION AND PROGRESS OF THE WORK

- 7.1 Liquidated Damages. Time is of the essence in the Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$100 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

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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

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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

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and Section 4.9. In cases of substantial compliance with the notice timing requirements of this Section (but not to exceed twenty-one (21) days from the beginning of the delay event), City may in its sole discretion recognize a claim for delay accompanied with the proper documentation and justification, provided the Contractor also shows good faith and a manifest lack of prejudice to the City from the late notice.

7.9 Contractor Coordination of the Work.

7.9.1 The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.

7.9.2 If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.

7.9.3 The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.

7.9.4 The Contractor will provide proper facilities at all times for access of the City, the Construction Manager, Architect or Engineer, and other authorized City representatives to conveniently examine and inspect the Work.

8. CONTRACTOR RESPONSIBILITIES

8.1. Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

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- 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

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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

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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

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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.

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- 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 [Section Removed]

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

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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 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

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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 8.10. 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 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

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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.

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- 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

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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

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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 Contract Documents is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the City
- California Plumbing Code as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- California Mechanical Code as amended by applicable local ordinances for all construction work.
- California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies
- Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or Work

8.14 Guaranty. The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor shall remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

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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.

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- 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.

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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.

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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

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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.

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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

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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 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

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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

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due to reasons beyond the control of the Contractor pursuant to the Contract Documents.

- 11.2.1.2 If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
 - 11.2.1.3 If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
 - 11.2.1.4 If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
 - 11.2.1.5 If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Construction Manager, the Architect, or other authorized representatives of the City.
- 11.2.2 If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contractor's control of the Work will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and

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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.

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- 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 B 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

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subdivision, upon mutual agreement of the City and the Contractor.

11.4.1.2.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

11.4.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.

11.4.1.3.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.

11.4.1.3.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

11.4.1.4 If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

11.4.1.5 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3

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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

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parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

11.4.2.2.2 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

11.4.2.3 The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11.4.3 In accordance with California Public Contract Code Section 20104.6:

11.4.3.1 The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

11.4.3.2 In any suit filed under Public Contract Code Section 20104.4 concerning this contract, the City shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

11.5 Non-Waiver.

11.5.1 Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

11.5.2 Neither acceptance of the whole or any part of Work by City nor any verbal statements on behalf of City or its authorized agents or representatives shall operate as a waiver or modification of any

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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 remove and replace boiler plant water loop for hydronic system plumbing and other such items of work as are required to complete the project in accordance with this Contract.

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.

Receptacles for construction residue, including oil, cleaning fluids, and litter must be covered. Such residues must be disposed of in a proper manner.

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Construction activity within the existing right-of-way must be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

12.3 Storm Water Pollution Prevention.

The Contractor must perform the Work in compliance with all applicable requirements of the California State Water Resources Control Board pursuant to Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 ("General Permit") adopted pursuant to regulations adopted by the U.S. Environmental Protection Agency (USEPA) on November 16, 1990 and codified in 40 Code of Federal Regulations Parts 122, 123, 124. The General Permit applies to storm water discharges from construction sites that disturb land equal to or greater than one acre, and to construction activity that results in soil disturbances of less than one acre if the construction activity is part of a larger common plan of development that encompasses one acre or more of soil disturbance or if there is significant water quality impairment resulting from the activity. The General Permit requirements that may apply to the Contractor's performance of the Work include, but are not limited to:

- a. Development and implementation of a Storm Water Pollution Prevention Plan ("SWPPP") that specifies Best Management Practices ("BMPs") that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site into receiving waters.
- b. Elimination or reduction of non-storm water discharges to storm sewer systems and other waters of the nation.
- c. Inspection of all BMPs.

Portions of the Work that may be subject to the General Permit include, but are not limited to clearing, grading, stockpiling and excavation.

Prior to commencing performance of the Work, the Contractor must prepare and file a Notice of Intent to obtain coverage under the General Permit, a vicinity map, and the applicable fee, with the California State Water resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977.

Prior to commencing performance of the Work, the Contractor must also prepare an SWPPP in accordance with all applicable requirements of the

General Permit and submit the SWPPP to the 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 privies or agents of the Contractor to fully comply with the requirements of the General Permit or to fully implement the SWPPP will be solely the responsibility of the Contractor.

The Contractor must keep a copy of the General Permit, together with updates and revisions, at the Project Site and provide copies of the SWPPP at the request of the City.

12.4 Maintaining Traffic and Pedestrian Operations.

The Contractor must conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. Unless otherwise approved by the Construction Manager, all traffic must be permitted to pass through the Work.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Construction Manager, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Special Provisions or approved in writing by the Construction Manager. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

Residents affected by construction must be provided passage and access through the Work area to the maximum extent possible. Where existing

driveways occur on the street, the Contractor must make provisions for the trench crossings at these points, either by means of backfill or by temporary bridges acceptable to the Construction Manager, so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Construction Manager.

The Contractor must provide multiple, advance written notices of closures to all affected property owners in a form approved by the Construction Manager.

Except as otherwise approved by the Construction Manager, the stockpiling or storing of material in City streets or rights of way shall be prohibited. Where this is unavoidable, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in advance by the Construction Manager, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity. Such remedies include, but are not limited to, termination pursuant to Section 11.

Throughout performance of the Work, the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays and holidays.

The Contractor will be responsible for keeping all emergency services, including the Fort Bragg police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations.

The Contractor must comply with the State of California, Department of Transportation Manual of warning signs, lights, and devices for use and performance of work within the job site.

The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of his or her responsibility of maintaining traffic through the Project and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force and equipment as may be necessary to keep roads, streets and driveways within the Project open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work, and no additional allowances will be made therefor.

12.5 Public Safety.

The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the Work.

No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Construction Manager.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Construction Manager, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations, and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due to the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Construction Manager.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services

City of Fort Bragg
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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.

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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
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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.

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. CVS 25-26
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

City of Fort Bragg
Project No. CVS 25-26
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. CVS 25-26
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. CVS 25-26
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

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT

City of Fort Bragg
Project No. CVS 25-26
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. CVS 25-26
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 (Contractors Quote)

EXHIBIT B

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: 25-373

Agenda Date: 9/8/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 2C.

Receive and File Minutes of the Community Development Committee of June 2, 2025



City of Fort Bragg

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

Meeting Minutes - Draft Community Development Committee

Monday, June 2, 2025

4:00 PM

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

MEETING CALLED TO ORDER

Vice Mayor Rafanan called the meeting to order at 4:00 PM

ROLL CALL

Staff Present: Assistant Director of Engineering Chantell O'Neal, Assistant Planner Sarah Peters, Administrative Assistant Stephanie Remington, City Clerk Diana Paoli

Present: 2 - Jason Godeke and Marcia Rafanan

1. APPROVAL OF MINUTES

1A. Minutes of the March 3, 2025 Community Development Committee

Attachments: [03032025 CDC Minutes](#)

Committee Members Rafanan and Godeke approved minutes as presented

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

3A. Discuss Coastal Trail Binocular Demonstration Concept Idea and Survey Results

Attachments: [Binoculars Survey March 2025](#)

Assistant Director of Engineering Chantell O'Neal presented the report. Event hosted on March 15, 2025 in conjunction with Whale Fest/Run. On-site enthusiasm was high and a digital survey on Blue Zones projects was left open for additional 30 days. Survey had at least 65 respondents, most being local.

Discussion: Mayor Jason Godeke asks for clarification on payment options). Fee schedules and analysis would need to be done to offer them as free amenities. Accessibility, ADA compliance/options, and need for Coastal Development Permit discussed. Binoculars will most likely be paired with fitness equipment being pursued through Blue Zones. Introduction at City Council meeting for a vote will be needed to continue.

Public Comment: None.

4. MATTERS FROM COMMITTEE / STAFF

Assistant Planner Sarah Peters discussed the Blue Zones fitness demonstration on Friday, May 30, 2025, from 4 to 6 PM. Lower participation, but a lot of feedback and a survey is still underway. A timeline for this discussion in City Council involves introduction on June 9, 2025. Vice Mayor Marcia Rafanan asks for clarification on payment. Blue Zone has pledged \$35,000 with stipulations on how that funding is used.

Mayor Jason Godeke discussed the possibilities of tree planting throughout the community. Assistant Director of Engineering Chantell O'Neal reminded the public and committee of a digital survey seeking input on Fort Bragg's newest 580-acre park on Hwy 20. This survey will close in approximately two weeks.

ADJOURNMENT

Vice Mayor Rafanan adjourned the meeting at 4:29 PM



City of Fort Bragg

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

Text File

File Number: 25-382

Agenda Date: 9/8/2025

Version: 1

Status: Business

In Control: City Council

File Type: Minutes

Agenda Number: 2D.

Approve Minutes of April 28, 2025



City of Fort Bragg

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

Meeting Minutes City Council

Monday, April 28, 2025

6:00 PM

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

CALL TO ORDER

Mayor Godeke called the meeting to order at 6:01 PM.

ROLL CALL

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

CLOSED SESSION REPORT

None.

AGENDA REVIEW

None.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [25-119](#) Presentation of Proclamation Honoring the 30th Anniversary of Headlands Coffeehouse

Mayor Godeke read and presented Proclamation to Heather and Morgan.

1B. [25-131](#) Presentation of Proclamation Declaring April as Sexual Assault Awareness Month

Councilmember Peters read and presented Proclamation Declaring April as Sexual Assault Awareness Month.

1C. [25-98](#) Receive Presentation on the Noyo Center for Marine Science

Sheila Semans of Noyo Center for Marine Science shared presentation.

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

- (1) Peter MacNamee, Jacob Patterson, Dave Turner, and Jay McMartin.
- (2) None.
- (3) None.

3. STAFF COMMENTS

City Manager Isaac Whippy shared upcoming events including Blues Festival, Downtown

Merchant Roundtable and CV Starr open on Sundays; Assistant Director Engineering Chantell O'Neal shared upcoming projects including City Hall floor project, Town Hall Retrofit, and Shred event and Economic Development Manager Sarah McCormick shared regarding Community Development Block Grant.

4. MATTERS FROM COUNCILMEMBERS

Councilmembers shared potential budget gaps for Senior Center and Food Bank due to reduced federal funding; The upcoming event - Meet the Mayor at CV Starr and other meetings attended by Councilmembers was shared.

5. CONSENT CALENDAR

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, to approve the Consent Calendar. The motion carried by the following vote:

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

- 5A. [25-137](#)** Authorize Resolution to Donate Surplus IT Equipment and Supplies of Nominal Value to Registered Non-Profit Organizations Operating within the City of Fort Bragg

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4915-2025

- 5B. [25-132](#)** Adopt City Council Resolution of the Fort Bragg City Council Approving Contract Change Order with Akeff Construction Services, Inc. for City EV Fleet Charging Station Project PWP-00126; Approving Budget Amendment 2024/25-12 and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$181,644.00); CEQA Exemption 15301

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4916-2025

- 5C. [25-128](#)** Adopt Resolution of the Fort Bragg City Council Approving First Amendment to Professional Services Agreement with Lumos & Associates for On-Call Engineering & Surveying Services, and Authorizing the City Manager to Execute Contract (Amount Not To Exceed \$72,375.03 for Year 1)

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4917-2025

- 5D. [25-126](#)** Receive and File Minutes of the Public Works and Facilities Committee Meeting for February 13, 2025

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

- 5E. [25-113](#)** Receive and File Minutes of the Public Safety Committee Meeting for January

15, 2025.

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

5F. [25-134](#) Approve Minutes of January 27, 2025

These Minutes were approved on the Consent Calendar.

5G. [25-133](#) Approve Minutes of January 13, 2025

These Minutes were approved on the Consent Calendar.

5H. [25-121](#) Approve Minutes of October 28, 2024

These minutes were approved on the Consent Calendar.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

None.

8. CONDUCT OF BUSINESS

8A. [25-138](#) Receive Report and Consider Resolutions Of The City Council Of The City Of Fort Bragg and The Joint Powers Financing Authority Authorizing The Execution And Delivery Of The Installment Purchase Agreement With The City Of Fort Bragg Joint Powers Public Financing Authority And Assignment Of Payments Thereunder To Everbank, N.A., And Related Documents And Official Actions

City Manager Isaac Whippy introduced Item and Eric Scriven of NHA Advisors presented financing and Installment Purchase and Project Fund Agreement.

Public Comment: Jacob Patterson.

Discussion: Council asked for clarification on final budget/scheduling, Economic Development Manager, Sarah McCormick gave clarification. Discussion on future grant acquisition for this project is discussed. Resolution for JPA was pulled and shall be added to future Agenda on the Consent Calendar.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, that the Resolution be approved. The motion carried by the following vote:

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

Enactment No: RES 4918-2025

8B. [25-136](#) Receive Update from the Ad Hoc Culture and Education Committee, and Consider Approval of Land Acknowledgement and City Commitments

Mayor Godeke presented Land Acknowledgment and City Commitments. Feedback was received by Sherwood Valley Band of Pomo Indians and Kai Poma.

Public Comment: None.

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the Staff Report was received. The motion carried by the following vote:

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

Enactment No: RES 4919-2025

- 8C. [25-135](#)** Receive Presentation on the Annual Comprehensive Financial Report (ACFR) for the Year Ended June 30, 2024 for the City of Fort Bragg and Consider Accepting the ACFR as Presented

City Manager Isaac Whippy shared Finance Report and Brett Jones of JJACPA, Inc. reported highest marks in recent audit and was available to answer questions.

Public Comment: Jacob Patterson.

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the Report was accepted. The motion carried by the following vote:

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

Mayor Godeke recessed the meeting at 7:57 PM; the meeting was reconvened to Open Session at 8:02 PM.

- 8D. [25-127](#)** Receive Report and Consider Adoption of City Council Resolution Accepting the Lowest Response Bid, Awarding the Bainbridge Park Enhancement Project, City Project No. PWP-00096 to A.B.S. Builders, Inc., and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$1,444,622.65); Categorical Exemption 15301(d), 15303, 15304, and 15332.

Assistant Director Engineering Chantell O'Neal presented staff report and provided timeline for project.

Public Comment: None.

A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, that the Resolution be adopted. The motion carried by the following vote:

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

Enactment No: RES 4920-2025

- 8E. [25-129](#)** Adopt a Resolution of the Fort Bragg City Council Awarding the Police Department Security Retrofit Project, City Project PWP-00142, to Jess Construction as the Lowest Responsible Bidder, Approving Budget

Amendment 2024-25-11, and Authorizing the City Manager to Execute Contract (Not To Exceed \$129,000); Categorical Exemption 15301

Mayor Godeke recessed the meeting at 7:57 PM; the meeting was reconvened at 8:06 PM.

Assistant Director Engineering Chantell O'Neal presented staff report.

Public Comment: Dana Jess and Jacob Patterson.

Discussion: Clarification from City Attorney in regards to forfeiture funds/language.

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that the Resolution be adopted. The motion carried by the following vote:

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

Enactment No: RES 4921-2025

9. CLOSED SESSION

ADJOURNMENT

Mayor Godeke adjourned the meeting at 8:43 PM

JASON GODEKE, MAYOR

Diana Paoli, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 25-385

Agenda Date: 9/8/2025

Version: 1

Status: Business

In Control: City Council

File Type: Minutes

Agenda Number: 2E.

Approve Minutes of July 14, 2025



City of Fort Bragg

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

Meeting Minutes City Council

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

Monday, July 14, 2025

6:00 PM

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

CALL TO ORDER

Mayor Godeke called the meeting to order at 6:00 p.m.

ROLL CALL

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

CLOSED SESSION REPORT

City Attorney Baron Bettenhausen reported Councilmembers considered two items under closed session; unanimous vote to initiate legal action may be discussed once case is commenced; 4-1 vote to approve motion to continue the legal action stay.

AGENDA REVIEW

Mayor Godeke reported Staff Comments would be heard before Public Comment this evening.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [25-274](#)** Presentation of Mayor's Letter for Retirement of Merle Larson and Commending 21 Years of Service with the City of Fort Bragg

Mayor Godeke reported Merle Larson will be honor at next meeting.

- 1B. [25-275](#)** Presentation of Proclamation Honoring Nearly 50 years of Ownership and Operation of Coast Cinemas

Councilmember Peters read and presented Proclamation Honoring Nearly 50 years of Ownership and Operation of Coast Cinemas to Laurie Moore and Tom Lazzarini.

- 1C. [25-276](#)** Presentation of Proclamation Honoring the 40th Anniversary of Fort Bragg Feed and Pet

Mayor Godeke read and presented Proclamation Honoring the 40th Anniversary to Fort Bragg Feed and Pet. A special tribute in memory of owner Connie Van Buren, which is carried on by her family Eric, Brandon, Brayton, Gale, and Katie.

3. STAFF COMMENTS

Police Chief Neil Cervenka shared upcoming meeting for Prop 47 Grant and updates regarding Social Services Liaison, Project Right Now and new Substance Abuse Coordinator assigned to schools. Assistant Director and Project Manager Chantell O'Neal of Bainbridge Park Enhancement Project reported update and history of Project. Chantell O'Neal also shared upcoming 2025 Streets Project with timeline of commencement of work.

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

(1) Christopher Crisper, Tamara Baxman, Louise Mariana, Quinn Ellis, Gail Launder, Sakina Bush, Evan Dick, Joe, Joe Billings, Earl Landes, Megan Caron, Jenny Shattuck, Jacob Patterson, Andrew Wells, Julie Jiang, Richard Garcia, Marcie Snider, Juan Estrada, Jay Rosenquist, and Bob Cimmiyotti.

(2) Jacob Patterson.

4. MATTERS FROM COUNCILMEMBERS

Councilmembers shared Brown Act limitations to responding to public comment and also spoke on prior procedures to allot 30 minutes to non-agenda public comments with ability to allot further 30 minutes to commence after Conduct of Business. Councilmembers further discussed upcoming events and meetings attended.

5. CONSENT CALENDAR

Councilmember Albin-Smith requested Item 5A be removed from the Consent Calendar.

Approval of the Consent Calendar

A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, to approve the Consent Calendar with the exception of Item 5A. The motion was carried by the following vote:

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

5B. [25-254](#) Resolution of the Fort Bragg City Council Confirming the Pay Rates/Ranges for All City of Fort Bragg Established Classifications, Effective July 13, 2025

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4952-2025

5C. [25-261](#) Resolution of the Fort Bragg City Council Establishing a Compensation Plan and Terms And Conditions of Employment for Exempt At-Will Executive Classifications

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4953-2025

- 5D. [25-277](#)** Resolution of the Fort Bragg City Council Establishing a Compensation Plan and Terms and Conditions of Employment for Broadband and Digital Infrastructure Employee Classifications Effective July 1, 2025
- This Resolution was adopted on the Consent Calendar.**
- Enactment No: RES 4954-2025
- 5E. [25-295](#)** Resolution of the Fort Bragg City Council Establishing a Compensation Plan, Approving New Positions and Terms and Conditions of Employment for Non-Bargaining and Confidential, Non-Exempt Employees
- This Resolution was adopted on the Consent Calendar.**
- Enactment No: RES 4955-2025
- 5F. [25-264](#)** Resolution of the Fort Bragg City Council Approving Sixth Amendment to Contract with Marie Jones Consulting for Professional Planning Services and Authorizing City Manager to Execute Contract (Total Contract Amount Not to Exceed \$315,000)
- This Resolution was adopted as amended on the Consent Calendar to incorporate Exhibit A.**
- Enactment No: RES 4956-2025
- 5G. [25-294](#)** Accept Certificate of Completion for City Hall Flooring Update Project and Direct City Clerk to File Notice of Completion
- This Certificate of Completion was accepted on the Consent Calendar.**
- 5H. [25-278](#)** Adopt, by Title Only, and Waive Further Reading of Ordinance 1011-2025 Amending Division 17 of the Fort Bragg Municipal Code Local Coastal Program Amendment 4-25 (CLUDC 4-25) to Amend Chapter 17.42.200 "Urban Unit Development," and Chapter 17.84.045 "Urban Lot Split," to Incorporate Comments From HCD Into Regulations and Standards for Urban Lot Splits and Urban Unit Residential Development Projects in Low Density Residential Zoning Districts Pursuant to Senate Bill 9
- This Ordinance was adopted on the Consent Calendar.**
- Enactment No: ORD 1011-2025
- 5I. [25-279](#)** Adopt, by Title Only, and Waive Further Reading of Ordinance 1012-2025 Amending Division 18 of the Fort Bragg Municipal Code Land use and Development Code Amendment 4-25 (ILUDC 4-25) to Amend Chapter 18.42.200 "Urban Unit Development," and Chapter 18.84.045 "Urban Lot Split," to Incorporate Comments From HCD Into Regulations and Standards for Urban Lot Splits and Urban Unit Residential Development Projects in Low Density Residential Zoning Districts Pursuant To Senate Bill 9

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1012-2025

5J. [25-280](#)

Adopt, by Title Only, and Waive Further Reading of Ordinance 1013-2025 Amending Various Sections of Division 18 (ILUDC) of the Fort Bragg Municipal Code (ZON 4-25) to Implement Changes in State Law for New and Revised Regulations Related to Emergency Shelters, Group Homes, Low Barrier Navigation Centers, Supportive Housing, and the Granting of Density Bonus to Non-Vacant Sites

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1013-2025

5K. [25-281](#)

Adopt, by Title Only, and Waive Further Reading of Ordinance 1014-2025 Amending Various Sections of Division 17 (CLUDC) of the Fort Bragg Municipal Code (ZON 5-25) to Implement Changes in State Law for New and Revised Regulations Related to Emergency Shelters, Group Homes, Low Barrier Navigation Centers, Supportive Housing, and the Granting of Density Bonus to Non-Vacant Sites

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1014-2025

5L. [25-282](#)

Adopt, by Title Only, and Waive Further Reading of Ordinance 1015-2025 of the Fort Bragg City Council Adopting Coastal Plan Amendment (LCP 1-24), Certified By The Coastal Commission, To (a) Amend Map LU-4 of The Coastal General Plan to Add a Third Plan Area; and (b) Amend Table 2-10 of the CLUDC to Allow a Science Center with a Use Permit in the Public Facilities Zoning District; and (c) Add a Definition of Science Center to the CLUDC; and (d) Amend the General Plan Land Use Map and the Zoning Map To: I) Rezone the Noyo Center Parcel to Public Facilities Zoning District, and II) Rezone the Coastal Trail Parcels to Parks & Recreation Zoning District and III) Rezone the Sherwood Valley Band Of Pomo (SVBP) Parcels as Medium Density Residential Zoning

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1015-2025

5M. [25-299](#)

Resolution of the City Council of the City of Fort Bragg Approving Budget Amendment FY 2025/26-01 to Allocate \$58,000 From the Projected FY 2024-25 General Fund Surplus (Unassigned Reserves) to Support Food Bank Services for Fort Bragg Residents

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4957-2025

ITEMS REMOVED FROM CONSENT CALENDAR

- 5A. [25-297](#) Approve Response to Mendocino County Grand Jury Report of April 17, 2025 Entitled "Homelessness, A County-Wide Issue"

Councilmember Albin-Smith asked clarifying questions and Mayor Godeke provided information and timeline regarding the Grand Jury Report.

This Report was accepted

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**7. PUBLIC HEARING**

- 7A. [25-181](#) Receive a Report, Hold a Public Hearing for Disclosure of Accomplishments and Closeout of Activities Funded by Community Development Block Grant (CDBG) 20-CDBG-12092, Accept Certificate of Completion for 2021 Water Meter Replacement Project (WTR-00020), and Direct City Clerk to File Notice of Completion

Mayor Godeke introduced the item for public hearing.

Lacy Sallas presented the staff report.

Mayor Godeke opened the public hearing at 7:38 PM

Public Comment: Jay Rosenquist.

Discussion: Councilmembers discussed scope of Water Meter Project.

Mayor Godeke closed the Public Hearing at 7:40 PM

The Report and Certificate of Completion was accepted.

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

Councilmember Hockett recused himself due to financial interest conflict; Mayor Godeke recessed the meeting at 7:43 PM; the meeting was reconvened at 8:00 PM.

- 7B. [25-273](#) Receive a Report, Hold a Public Hearing, Receive Planning Commission's Recommendation, and Consider Adopting a Resolution Recommending that the City Council Approve Coastal Development Permit Amendment (8-24/A), Use Permit Amendment (UP 9-24/A), Design Review Amendment (DR 11-24/A), for an 83-Unit Multifamily Project with 1,000 SF of Retail Space and 2,450 SF of Visitor Serving Accommodations at 1151 South Main Street (APN 018-440-58) CEQA Exempt per Section 15332 - Class 32 Infill Development Projects and 15195 Infill Housing Development

Mayor Godeke introduced the Item.

Consultant Marie Jones presented Report.

Councilmembers asked clarifying questions.

Mayor Godeke opened the Public Hearing at 8:29 PM

Public Comment: Unknown person, Truth, Love and Kindness, Guy Barnett, Colin Morrow, Annemarie Weibel, Teresa Skarr, Paul Clark, Jacob Patterson, Hamid Zarabi, unknown person, Tom Viak, Jay Rosenquist, and Judy Mazarad.

Discussion: Councilmembers asked further questions. Applicant and Engineers were available to answer questions and concerns regarding Project.

Mayor Godeke closed the Public Hearing at 9:17 PM

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

No: 1 - Councilmember Albin-Smith

Recuse: 1 - Councilmember Hockett

Enactment No: RES 4958-2025

Councilmember Hockett returned at 9:44 PM. Mayor Godeke asked for a motion to continue the meeting beyond 10:00 PM.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, that the meeting continue beyond 10:00 PM. The motion carried by the following vote:

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

7C. [25-250](#)

Receive a Report, Hold a Public Hearing, Receive Planning Commission's Recommendation and Introduce, By Title Only, and Waive Further Reading of Ordinances:

1) Ordinance 1016-2025 Amending Division 17 of the Fort Bragg Municipal Code (CLUDC 5-25) to Amend Chapter 17.71.050 - Design Review to Make Design Review for Multifamily Projects a Ministerial Process Subject to Objective Requirements per the Housing Accountability Act; Statutory Exemption 15265

2) Ordinance 1017-2025 Amending Division 18 of the Fort Bragg Municipal Code (ILUDC 5-25) to Amend Chapter 18.71.050 - Design Review to Make Design Review for Multifamily Projects a Ministerial Process Subject to Objective Requirements per the Housing Accountability Act; Categorical Exemption 15061(b)(3)

And Consider Adoption of Resolution of the Fort Bragg City Council to Adopt Objective Standards for Multifamily Development in the Citywide Design Guidelines; Categorical Exemption 15061(b)(3)

Mayor Godeke introduced Item.
Consultant Marie Jones presented report.
Councilmembers asked clarifying questions.

Mayor Godeke opened the public hearing at 9:54 PM

Public Comment: Jay Rosenquist and Jacob Patterson.

Mayor Godeke closed the public hearing at 9:56 PM

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the amended Resolution be adopted. The motion carried by the following vote:

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

Enactment No: RESO 4959

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the Ordinance be introduced. The motion carried by the following vote:

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

Enactment No: ORD 1016-2025

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the Ordinance be introduced. The motion carried by the following vote:

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

Enactment No: ORD 1017-2025

8. CONDUCT OF BUSINESS

- 8A. [25-296](#)** Receive Report and Consider Resolution of the City Council of the City of Fort Bragg Approving Budget Amendment 2025/26-02 to Increase the FY 2025-26 Allocation to the Humane Society From \$30,000 to \$60,000 to Maintain Animal Care and Shelter Services for the City of Fort Bragg and Provide Direction on the One-Time Funding Increase of \$40,000

City Manager Isaac Whippy presented report. Councilmembers asked clarifying questions.

Public Comment: Dave Skarr and Jacob Patterson.

Discussion: Police Chief Neil Cervenka answered clarifying question regarding asset forfeiture funds.

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that the Resolution be adopted. The motion carried by the following vote:

Enactment No: RES 4960-2025

- 8B. [25-289](#)** Receive Report and Consider Authorizing the City Manager to Approve the Increase in Cost for Tribal Monitoring for the Raw Water

Line Replacement Project, Project WTR-00016, Amount
Not To Exceed \$60,539

Public Works Director John Smith presented staff report.

Public Comment: None.

A motion was made by Councilmember Peters, seconded by Councilmember Hockett, to authorize the City Manager to approve the increase in cost not to exceed \$60,539 for Tribal Monitoring for the Raw Water Line Replacement Project. The motion carried by the following vote:

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

- 8C. [25-267](#)** Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment and Acceptance of a Grant from the Cannabis Tax Fund Grant Program for the Purchase of an All-Electric Utility Task Vehicle and Special Detail Personnel Costs

Police Chief Neil Cervenka presented staff report. Councilmembers asked clarifying questions.

Public Comment: None.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, that the Resolution be adopted. The motion carried by the following vote:

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

Enactment No: RES 4961-2025

- 8D. [25-288](#)** Receive Report and Consider Adoption of City Council Resolution Authorizing the City Manager to Execute Agreement with Lumos & Associates for Pump Station Redesign for the Raw Water Line Replacement Project, Project WTR-00016, Amount Not To Exceed \$198,600; Categorical Exemption 15061(b)(3)

Public Works Director John Smith presented staff report.

Public Comment: Jacob Patterson

A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, that the Resolution was adopted. The motion carried by the following vote:

Enactment No: RES 4962-2025

9. CLOSED SESSION

ADJOURNMENT

Mayor Godeke adjourned the meeting at 10:22 p.m.

JASON GODEKE, MAYOR

Diana Paoli, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
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Text File

File Number: 25-381

Agenda Date: 9/8/2025

Version: 1

Status: Business

In Control: City Council

File Type: Minutes

Agenda Number: 2F.

Approve Minutes of August 25, 2025



City of Fort Bragg

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

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

Monday, August 25, 2025

6:00 PM

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

CALL TO ORDER

Mayor Godeke called the meeting to order at 6:13 p.m.

ROLL CALL

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

CLOSED SESSION REPORT

City Attorney Baron Bettenhausen reported that no reportable action was taken on the Closed Session items.

AGENDA REVIEW

Mayor Godeke reported 8A is pulled from Agenda to an unknown future date. Public Comment for this Item can be heard as Non-Agenda this evening.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [25-359](#) Receive N. Harbor Circulation Plan Presentation from Mendocino Council of Governments

Kelly Bond and Matthew Ridgway of Fehr & Peers presented draft Noyo Harbor Report.

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR

(1) Ron White, Christopher Crisper, David R. Gurney, Jenny Shattuck, Tim Chatty, Jacob Patterson, Elise Cox, Marcey Snider, Peter McNamee, Nephele Barrett, Jay Rosenquist, and Michelle Blackwell.

(2) None.

3. STAFF COMMENTS

City Manager Isaac Whippy shared upcoming events including Fiesta Latina, Kelp Fest, Longest Table and Mill Site Workshop mid-September. Economic Development Sarah McCormick shared update of Broadband Project.

4. MATTERS FROM COUNCILMEMBERS

Councilmembers shared local events such as Fireman's Ball, Dispatch, September 20 event, and Women's Equality Day, Mendocino Transit Authority meeting, Ad Hoc Culture and Education meeting September 5, 2025, September 17 at Farmer's Market, and other meetings.

5. CONSENT CALENDAR

Councilmember Peters requested Item 5A be removed from the Consent Calendar.

Approval of the Consent Calendar

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

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

- 5B. [25-357](#)** Resolution of the Fort Bragg City Council and the Fort Bragg Municipal Improvement District Approving Budget Amendment 2025/26-05 to Provide Installment Purchase Agreement Loan Funds to the Municipal Broadband Utility Project

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4667-2025

- 5C. [25-358](#)** Receive and File Minutes of the Public Works and Facilities Committee Meeting for May 8, 2025

These Committee Minutes were received and filed.

- 5D. [25-350](#)** Approve Minutes of Special Meeting of May 12, 2025

These Minutes were approved on Consent Calendar.

- 5E. [25-349](#)** Approve Minutes of May 12, 2025

These Minutes were approved on Consent Calendar.

- 5F. [25-329](#)** Approve Minutes of Special City Council of July 14, 2025

These Minutes were approved on Consent Calendar.

- 5G. [25-355](#)** Approve Minutes of August 11, 2025

These Minutes were approved on Consent Calendar.

ITEMS REMOVED FROM CONSENT CALENDAR

- 5A. [25-342](#)** Adopt a City Council Resolution Approving a Professional Services Agreement with Marie Jones Consulting, for On-Call As-Needed Professional Planning

Services (Total Project Amount Notice Not to Exceed \$85,000) and Authorizing City Manager to Execute Contract Subject to City Attorney Approval as to Form

Councilmembers briefly discussed Item 5A.

Public Comment: Marcie Snider and Jacob Patterson.

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

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

Enactment No: RES 4968-2025

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

8A. [25-368](#)

Notice: Mill Site Reuse Item Removed from the Agenda

Mill Site Reuse: The Draft Land Use Plan for Feedback and Council Direction
Due to changes in the Coastal Commission's September agenda in Fort Bragg, this item has been removed and will be continued to a future date.

8B. [25-362](#)

Receive Report and Recommendation from the Community Development Committee Regarding the Establishment of an Entertainment Zone for City-Approved Events Only; Introduce by Title Only and Waive Further Reading of Ordinance 2025-XX Adding Chapter 5.06 to the Fort Bragg Municipal Code Establishing Entertainment Zones; and Consider Adoption of a Resolution Approving the Entertainment Zone Management Plan; CEQA Exemptions 15061(b)(3), 15301(c), and 15305.

City Manager Isaac Whippy presented Report. Capt O'Neal, City Attorney Baron Bettenhausen answered clarifying questions by Councilmembers including safety issues, Limited Term Permits, and ABC License.

Public Comment: Ray Alarcon, Jenny Shattuck, Rhonda Stoker, Jacob Patterson, and Michelle Blackwell.

A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, that the Resolution be adopted and Ordinance 1018-2025 be Introduced. The motion carried by the following vote:

Aye: 4 - Mayor Godeke, Vice Mayor Rafanan, Councilmember Albin-Smith and Councilmember Hockett

No: 1 - Councilmember Peters

Enactment No: RES 4969-2025

Mayor Godeke recessed the meeting at 8:17 PM; the meeting was reconvened at 8:26 PM.

- 8C. [25-351](#) Receive Report and Provide Direction to Staff Regarding Initiating Project for Installation of Scenic Tower Viewer Binoculars Along Coastal Trail: Categorical Exemption 15061(b)(3).

Assistant Planner Sarah Peters shared report and requested direction regarding location, vendor/model, number of binoculars.

Public Comment: None.

Direction: Councilmembers gave direction on potential locations of binoculars being entrance of Noyo Harbor and Glass Beach, Hi-Spy Dual Viewer Model, and with no coins operation.

- 8D. [25-356](#) Receive Report and Consider Adopting City Council/Municipal Improvement District Resolution Awarding the Bio Solids Material Storage Building Project, City Project No. WWP-00025, to FRC, Inc. as the Lowest Responsible Bidder, and Authorizing the City Manager to Execute Contract (Not To Exceed \$973,099.60)

Assistant City Engineer Alfredo Huerta shared report and history of need for Bio Solids Material Storage Building and recommended lowest bidder, FRC, Inc. Councilmembers asked clarifying questions.

Public Comment: None.

A motion was made by Councilmember Peters, seconded by Councilmember Hockett, that the Resolution be adopted. The motion carried by the following vote:

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

Enactment No: RES 4970-2025 / ID 497-2025

9. CLOSED SESSION

ADJOURNMENT

Mayor Godeke adjourned the meeting at 9:10 p.m.

JASON GODEKE, MAYOR

Diana Paoli, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
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Text File

File Number: 25-376

Agenda Date: 9/8/2025

Version: 1

Status: Business

In Control: City Council

File Type: Minutes

Agenda Number: 2G.

Approve Minutes of Special City Council of August 25, 2025



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Monday, August 25, 2025

4:30 PM

Town Hall, 363 N Main Street
and Via Video Conference

SPECIAL CLOSED SESSION

CALL TO ORDER

Mayor Godeke called the meeting to order at 4:36 p.m.

ROLL CALL

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

1. PUBLIC COMMENTS ON CLOSED SESSION ITEM(S)

None.

2. CLOSED SESSION

Mayor Godeke recessed the meeting at 4:37 PM. The meeting reconvened to Closed Session at 4:42 PM.

- 2A.** [25-366](#) CONFERENCE WITH LEGAL COUNSEL- Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9 City of Fort Bragg v. Mendocino Railroad
- 2B.** [25-367](#) CONFERENCE WITH LEGAL COUNSEL- Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Gov. Section 54956.9 SIERRA NORTHERN RAILWAY and MENDOCINO RAILWAY v. CITY OF FORT BRAGG, United States District Court Case No. 4:24-cv-04810-JST
- 2C.** [25-361](#) CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of [Section 54956.9](#): (One case: incident or transaction regarding potential employee liability)
- 2D.** [25-369](#) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code 54956.8
Property: (120 W. Fir Street. APN 008-054-12-00)
Agency negotiator: Isaac Whippy
Negotiating parties: County of Mendocino

Under negotiation: Price and terms of payment

ADJOURNMENT

Mayor Godeke adjourned the meeting at 6:02 PM.

JASON GODEKE, MAYOR

Diana Paoli, City Clerk

IMAGED (_____)



City of Fort Bragg

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Text File

File Number: 25-363

Agenda Date: 9/8/2025

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Receive a Report and Provide Direction on Economic Development Strategies to Support Business Expansion, Attraction, and Retention (BEAR) Through Zoning Updates, Permit Reforms, Fire Sprinkler Evaluation, and Enhanced Opportunities for Small and Legacy Businesses



CITY COUNCIL STAFF REPORT

TO: City Council

DATE: September 8, 2025

DEPARTMENT: Administration/Community Development

PREPARED BY: Marie Jones Consulting

PRESENTER: Isaac Whippy, City Manager, and Marie Jones, Consultant

AGENDA TITLE: Receive a Report and Provide Direction on Community Development Policy Options to Support Business Expansion, Attraction, and Retention (BEAR) Through Zoning Flexibility, Permit Streamlining—including Limited Term Permits—and Activation of Vacant Commercial Properties

RECOMMENDATION

Staff recommends that the City Council receive the report and provide direction on proposed Economic Development policy considerations aimed at supporting Business Expansion, Attraction, and Retention (BEAR), reducing commercial vacancy, and fostering a more business-friendly environment.

Specifically, staff seek Council input on the following policy options:

1. **Zoning Code Modernization**
 - a. Revise the Land Use Tables to allow a broader range of business types across more zoning districts.
 - b. Consider consolidating two or more commercial zoning districts to simplify regulations and increase site availability for new and expanding businesses.
2. **Support for Small Businesses/Startups**

Allow small-scale businesses (under 500 square feet) to operate in more locations, particularly where vacancy rates are high or activation is a priority.
3. **Streamlining the Limited Term Permit (LTP) Process**

Revise the LTP process to reduce administrative burden, improve predictability for applicants, and ensure timely approval for community events.
4. **Administrative Reform of the Minor Use Permit**

Modify the Minor Use Permit process to establish it as a streamlined, fully administrative approval, minimizing unnecessary delays for low-impact uses.
5. **Expansion of Non-Conforming Uses**

Amend non-conforming use regulations to allow existing businesses greater flexibility to expand within their current footprint or parcel, provided health and safety standards are met.

6. Evaluation of Fire Sprinkler Requirements

Consider revisions to the Fire Sprinkler Ordinance.

Staff will incorporate Council feedback into future policy proposals, zoning code amendments, and program design efforts to advance the City's economic development and downtown revitalization goals.

BACKGROUND

One of City Council's key goals in the 2024-2028 Strategic Plan is to: ***Invigorate Economic Opportunity and Community Vibrancy***. To support these goals, the City established a dedicated Economic Development Department in July 2024. Under the direction of the City Manager, the department's efforts are guided by the BEAR framework—Business Expansion, Attraction, and Retention—which serves as a foundational pillar of the City's economic development and downtown revitalization strategy. To further explore strategies that support this goal, the City Manager engaged Marie Jones Consulting to evaluate potential policy options, as outlined in this report. These considerations are intended to strengthen the City's approach to addressing long-term commercial vacancies, enhancing zoning flexibility, improving permitting efficiency, and creating a more supportive environment for entrepreneurs, startups, and small business owners. The strategic plan includes eight comprehensive strategies to realize this goal, and this report focuses on two of the strategies (emphasis added):

1. Cultivate a diverse business climate that welcomes innovation, entrepreneurship, and investment by fostering strong relationships between the City and business community to promote investments through economic incentive programs (e.g., TOT tax-sharing agreements, financing taxing districts, capacity fee deferrals).
2. Foster a business-friendly environment that simplifies the regulatory process, partners with business owners, and promotes policies that encourage success for local businesses and the community by providing additional City tax revenue, increasing local business transactions, and creating jobs.

DISCUSSION AND ANALYSIS

This staff report explores the following six regulatory changes, which could help accelerate the City's efforts to make Fort Bragg easier for businesses to start, grow and expand.

- 1a. Revise the Land Use Tables to allow more business types in more zoning districts.
- 1b. Consider collapsing two or more commercial zoning districts into one district.
2. Allow Small Startups (less than 500 SF) in more locations.
3. Revise the Limited Term Permit Process.
4. Consider modifying the Minor Use Process to make it a truly administrative permit.
5. Modify non-conforming use regulations to make it easier for existing business to

expand.

6. Consider revisions to the Fire Sprinkler Ordinance.

Each of these policy options along with the underlying issue and possible regulatory solutions is detailed below.

Policy Consideration 1: Address Zoning Constraints to Better Match Business Demand with Available Commercial Properties

In supporting business attraction and retention, the City has identified a common challenge: some businesses are unable to find suitable space within zoning districts where their use is permitted, while others identify ideal locations that are not zoned for their operations. This mismatch between zoning designations and market realities can hinder business development, delay openings, and contribute to ongoing commercial vacancies. Exploring more flexible or adaptive zoning strategies may help bridge this gap and better support the City's economic development goals.

Tensions for consideration:

- Introducing potentially incompatible uses into the same area can lead to conflicts between property owners and/or business operators.
- Industrially zoned land generally has a low value, partly because other uses cannot occupy it. To the degree that the City allows other uses in the industrial zoning district, this land will no longer be available for industrial businesses, which have no alternative places to go. Care should be exercised to preserve industrially zoned land for industrial uses.

Policy Option # 1a: Revise the Land Use Tables to allow more business types in more zoning districts.

This would allow business owners who are seeking to open a new business (or expand an existing business) access to a wider array of locations (zoning districts). Staff recommends revising the attached Land Use Tables to include more diversity of business uses in different zoning districts (Attachment 2).

Potential revisions include the following key changes:

1. Allow more uses in more zoning districts, where they are unlikely to cause conflicts, as follows:
 - Neighborhood Commercial Zoning District: Change Live/Work, Single-Family Residential and Restaurant/café, Child day care center, and transit station from UP/MUP to permitted uses by right.
 - Commercial Office Zoning District: Change Printing and Publishing, R&D, Grocery (specialty Retail), and Vehicle Storage from prohibited to Use Permit required. Change Health Fitness facility, Private School, Art Studio, Artisan Shop, Child day care center, transit station, from requiring a Use Permit to permitted by right.

- Central Business District: Change Health Fitness facility, Meeting Facility, from requiring a Use Permit to permitted by right.
 - General Commercial. Change Health Fitness facility, Private school, Sport Facility from requiring a Use Permit to permitted by right. Change bar tavern from MUP to UP.
 - Highway Commercial. Change doctors office, adult day care, meeting facility, sports facility from Use Permit to permitted by right. Change Medical clinic, catering service from prohibited to permitted by right.
2. Simplify the required findings for commercial projects that require a Use Permit.
 3. Consider allowing small events by right in the Central Business District so long as they meet small event requirements (see Policy Option 3).

Policy Option # 1b: Consider reducing the Number of Commercial Zoning Districts by Combining General Commercial and possibly Highway Commercial into one single General Commercial Zoning District.

- Fort Bragg is a very small city. Perhaps the zoning code map could be simplified to allow more businesses in more places by collapsing two commercial zoning districts into just one district. The Highway Commercial and General Commercial zoning districts allow very similar uses, the only differences between the two districts include the following:
 - General Commercial allows the following uses which are not permitted in Highway Commercial: Research and Development, Large Facility Recycling (which might be more appropriate in an industrial zoning district), emergency shelter, Residential Care Facility, Fuel dealer (again more appropriate in the industrial zoning district), Medical services, Kennel, Maintenance services, Funeral home, Vehicle Storage (more appropriate for Industrial),
 - Highway Commercial only allows one use which is not permitted in General Commercial namely, Recreational Vehicle Park.
- Most of the Highway commercial zoning is located in the Coastal Zone and the Coastal Commission may not allow a similar collapse of districts in the Coastal Zone. The only inland Highway Commercial zoning is located east of highway 1 between Pine Street and Airport Road. This strip is composed of small already built-up parcels, so the impacts of combining these zoning districts would primarily increase the ability of business owners to utilize this area for a wider range of small businesses.
- This change would require both a General Plan and a zoning amendment and would require preparation of a CEQA document.
- Office Commercial could also be combined with this single commercial district; however, the change here would be more radical because Office Commercial

primarily allows only medical offices and support services. This district is also located entirely in the Coastal Zone, so it would require an LCP amendment.

Policy Consideration 2: Improve Conditions and Accessibility of Vacant Commercial Properties to Support Small Business Growth

As the City works to attract and retain small businesses and startups, a persistent challenge remains: while many commercial properties sit vacant, entrepreneurs often struggle to find affordable, well-maintained, and appropriately managed spaces. High rents, absentee property owners, and poor property conditions have created a mismatch between available inventory and business needs. Addressing these barriers is essential to unlocking underutilized spaces, supporting economic development, and revitalizing the downtown core

Tensions for consideration:

- Vacancy, which results from high rents coupled with poor property management and poorly maintained buildings, is unlikely to be affected by a change in zoning regulations. The vacancy tax may help address these properties.
- Introducing potentially incompatible uses into the same area can lead to conflicts between property owners and/or business operators.

Policy Option 2. Allow Small Startups (less than 500 SF) in more locations.

This policy option would break with the norm in zoning law by allowing small startups of less than 500 SF the opportunity to open a business in more zoning districts than currently allowed. This might help fill empty buildings. It could also allow existing tenants or property owners to provide a small office or workspace to a startup in an already occupied space. The idea is that businesses with small footprints are unlikely to have a deleterious effect on other businesses in a zoning district, even if they are not currently allowed in that zone. To implement this policy, it is wise to start small, with the following recommendations (Attachment 2):

- Allow startups of any use that is already listed in one commercial zone to open in any of the commercial zones as a startup.
- Allow startups of any use that is already listed in the industrial zone to open up in either the light or heavy industrial zone.
- Limit this zoning flexibility to not more than two 500 SF startups per parcel, to limit the total impact to 1,000 SF.
- Do not allow chains or franchises to use this startup zoning flexibility.
- Allow the startup to open without a Use Permit to reduce barriers to opening a business.

- Consider allowing a one-time increase in SF to 1,000 SF for the startup with a Use Permit. But keep the total limit of 1,000 SF for startup use as a maximum for each parcel.

Policy Consideration 3: Improve the Limited Term Permit Process to Reduce Administrative Burden and Support Community Events

As part of the City's broader effort to streamline permitting and encourage community-led activities, staff is evaluating the Limited Term Permit (LTP) process, which has presented challenges due to high administrative demands and frequent delays in application submissions by event organizers. Some events have been cancelled because applicants did not submit their LTP on time and/or failed to obtain the required insurance, placing strain on both coordinating agencies and non-profit partners.

Issues/tensions for consideration:

- The coordinated multi-department review often identifies safety/operational/public health issues that should be addressed in the event location/operations. This review thereby reduces risks associated with events and other activities.
- Most event operators need to get an encroachment permit even if they do not get a Limited Term permit. The encroachment permit includes insurance requirements to protect the City against claims for liabilities associated with an event. The Lack of insurance coverage results in event delay or cancelation.

Policy Option 3. Revise the Limited Term Permit Process.

Most community events require Limited Term Permits, and Community Development Department (CDD) staff process between 30 and 50 Limited Term Permits per year. Limited Term Permits allow short term activities in zoning districts where they are not typically permitted. Depending on the scale and type of event a Limited Term Permits involves multiple departments (Community Development, Public Works, Police Department, Fire Department, Caltrans and Mendocino County's Building Department & Environmental Health). However, not all events require review by all departments. The Limited Term Permit process also allows the City to require insurance where events will occur on City property or on the City right-of-way. Activities that are currently reviewed/approved through the Limited Term Permit process include parades, fairs, carnivals, first Fridays, farmers market, concerts, festivals, beer gardens, construction yards, temporary structures, etc. The purpose of the Limited Term Permit is to: 1) identify specific issues for the event or activity and address them through special conditions and coordination with other departments; and 2) obtain an insurance endorsement to protect the City.

Revised Process. The City could potentially revise the Limited Term Permit process in one or more of the following ways:

- Make some temporary activities permitted by right. Include indoor (possibly outdoor) events of less than 100 people and/or 2,000 SF or less as a permissible activity in the Central Business District, so long as the activity conforms with specific standards (complies with the noise ordinance, does not include construction of temporary facilities, does not include serving alcohol, etc.). This would reduce the permitting process for some types of special events and focus event activities in the downtown (attachment 2 and 5).
- Simplify the Limited Term Permit process for smaller events. Create two types of Limited Term Permits, one for more complex events and activities and a simpler process with a checklist and an over-the-counter approval process for simple events. Simple events would not require traffic control, include amplified sound, require an ABC license, and/or serve food. Instead, these events would be required to obtain an encroachment permit which also includes the requirement to provide proof of insurance (attachment 5).
- Establish a 5-year Limited Term Permit. Many events are largely recurring without significant changes over the years. These events are “dialed in”. The City could approve a five-year Limited Term Permit for events with a long-standing history (3+ years) with no significant issues. Some longer-term events might have to obtain an annual encroachment permit to keep insurance information up to date. Five-year Limited Term Permits should only be approval for commercial zones.

Policy Consideration 4: Streamline the Minor Use Permit Process to Reduce Staff time and Improve Efficiency with Minimal Impact to Community Engagement

- Minor Use Permits take significant staff time, because staff currently prepare a staff report and must go through a two stage noticing process (of neighbors and if appealed the general public).
- These permits are sometimes appealed by non-neighbors. They are very rarely appealed by neighbors.
- If appealed, the permit requires publication of a notice in the paper and a hearing with the Community Development Director. Permits are also appealable to the Planning Commission, though this has not yet happened in the past 20 years.

Policy Option 4: Consider modifying the Minor Use Process to make it a truly administrative permit, similar to the sign permit, with a checklist for approval and the opportunity for staff to decide, according to specific criteria, if the specific request should be reviewed as a Use Permit by the Planning Commission.

MJC recommends revising the Minor Use Permit requirements as illustrated in the attached Land Use tables which eliminates the Minor Use Permit requirement for some benign uses and changes the Minor Use Permit to a Use Permit requirement for more

controversial uses (Attachment 2). Staff also recommends revising the Minor Use Permit process so that it is truly administrative. The zoning code only requires the preparation of a Staff Report for a hearing before the City Council or the Planning Commission. It does not require a staff report for an administrative permit (Minor Use Permit, Administrative Design Review and Administrative Variance, Sign Permit). Previously staff did not prepare a staff report for these permit types, but just included the findings in the issued permit. Staff currently prepare a staff report for all of these permits.

MJC recommends that:

- Minor Use Permits be changed to Use Permit for the following business types: live/work unit (all zones), Bar/Tavern (CG, CH), Cannabis Retail (CBD), Vacation Rental (CBD).
- Minor Use Permits be changed to Permitted by Right for the following business types: Single family residential (CN), Cannabis Retail and Delivery (CG,CH), Day Care Center (CN, CO, CH), and Personal Services (CH).
- Administrative permits be approvable with a checklist (similar to the checklist that is utilized for sign permits). This will save considerable time for relatively minor decisions.

The City also processes Administrative Design Review and Administrative Variances, which also do not include a public hearing with the Planning Commission but require significant time and the same level of noticing. These could also be streamlined as described above.

Policy Consideration 5: Supporting Business Expansion Retention and Expansion (BEAR) Through Flexible Zoning for Legacy Businesses

Evaluate zoning code amendments to allow long-standing, non-conforming businesses to expand within their existing locations, advancing BEAR and downtown revitalization goals. Recommended changes to the zoning code that would allow for this expansion are included in attachment #4

Overall, the changes would include the following:

- Allow non-conforming businesses (located in a zoning district where they are no longer allowed) to expand in area or intensity if: 1) they are not a nuisance and have not received no code violation letters or calls for service in three years; and 2) they get Use Permit approval.
- Allow non-conforming businesses to expand both within a structure and throughout a parcel, with Use Permit approval, so long as any new buildings comply with development standards (height, setbacks, etc.). Currently they are only allowed to expand within an existing building.

- Allow any business to increase the size of a non-conforming structure by 500 SF or up to 25% of the existing structures' area with Use Permit approval.
- Allow the reconstruction of a non-conforming structure in the same footprint.
- Allow an increase in the size of a non-conforming residential structure with a Use Permit approval.
- Allow existing nonconforming residential structures (e.g. not allowed in a zoning district) to be rehabilitated/renovated. Currently the code includes outdated (weird) cost thresholds for rehabilitation.
- Eliminate limits on the conversion of residential accessory structures to Accessory Dwelling Units, as these limits are no longer permissible under state law. This language was inadvertently left in the code.

Policy Consideration # 6: Aligning Fire Safety Regulations with Downtown Revitalization Goals

Explore potential revisions to the Fire Sprinkler Ordinance to support economic development, reduce commercial vacancies, and ensure public safety.

The fire sprinkler ordinance currently requires all businesses to install fire sprinklers if they undertake more than \$120,000 worth of improvements in any given 3-year period.

Issues/tensions for consideration:

- The fire sprinkler ordinance has been revised at least four times since it was adopted. Each revision process was a challenge for all sides, as this is a contentious issue.
- This policy option should be explored in a thoughtful way that fully considers both sides of this important issue. Staff recommend gaining direction from the Council as to whether you would like to reopen and discuss this issue further.
- State law also triggers the installation of fire sprinkler systems, and the State's new fire code (July 1, 2025) will become enforceable as of January 1, 2026: it includes the following fire sprinkler triggers:
 - A remodel or addition that involves a change in occupancy type or use that creates a higher hazard, such as adding a woodworking operation or storage of combustible materials.
 - Any renovation or remodeling project (regardless of size) that causes the fire area to exceed 5,000 square feet.
 - Specific Occupancy Types (mercantile and factory) and building heights (greater than 35 feet) trigger the requirement for fire sprinklers.

- Assembly Bill 306 will freeze the California building code for all new housing through 2031. If the bill passes, local governments would be kept from adding their own local requirements (such as sprinklers). If this bill is adopted (the assembly passed it with no opposition and it is heading to the Senate) the City would not be able to adopt any new regulations with regard to sprinkler ordinances for multifamily housing, and our current sprinkler ordinance with regard to housing would be void.
- Some northern California cities (Santa Rosa, Healdsburg, etc) have adopted sprinkler ordinances that have various triggers requiring the installation of sprinklers for various types of projects, including the following:
 - A substantial remodel includes: the removal or demolition of more than 50% of the exterior or interior weight-bearing walls, or removal of the roof structure or ceiling, thereby permitting installation of overhead piping; or removal of interior tenant improvements, reducing the building to a “shell” condition, shall require the future build-out to comply with fire sprinkler requirements.
 - A substantial new addition: an increase of floor area by more than 25% of the existing floor area.
 - Additions that result in additional guest rooms or dwelling units, or a change of occupancy from apartment to condo.
 - All commercial additions of more than 2,500 square feet.
 - Regardless of size, an automatic fire sprinkler system is required to be installed in any addition when the existing building is already provided with an automatic sprinkler system.
 - All new buildings.

As part of the City's efforts to foster a more business-friendly environment and address long-term commercial vacancies downtown, the City Manager, Consultant, and Fire Marshal met to discuss fire sprinkler requirements and developed the following preliminary recommendations:

1. Require a state-of-the-art fire monitoring alarm system for all remodels, regardless of cost, instead of requiring sprinkler installation for projects of more than \$120,000;
2. Retain the sprinkler requirement for all new commercial and industrial buildings;
3. Require sprinklers for existing buildings where the occupancy changes from a low risk to a more fire-risky occupancy, regardless of the cost of renovations; and

4. Eliminate the City's building permit fee and general plan maintenance fee for the installation of fire sprinkler systems in existing buildings.

City Council could provide directions on whether staff should proceed with the development/negotiation of a revised fire sprinkler ordinance, and if so, what triggers/requirements you would like to see included in the ordinance.

FISCAL IMPACT/FUNDING SOURCE

The estimated \$12,000 in costs associated with these regulatory changes would be borne by the General Plan Maintenance Fund. These funds would be used to publish hearing notices and for staff and consultant time.

Implementing these regulatory changes might reduce the workload of Community Development Department staff. If it does, it would free up staff time to engage in other activities such as: code enforcement, special project management, economic development, community outreach, community events, and/or other activities as defined by the City Manager/City Council.

ENVIRONMENTAL ANALYSIS:

To proceed with these zoning amendments, the City will complete a CEQA analysis as part of the zoning amendment. At this time, the environmental impacts of the suggested changes would be minor as they relate primarily to businesses that have limited environmental impacts.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

As noted this effort would align with the economic development priorities of the City's Strategic Plan. A general Plan consistency analysis would be prepared for the amendments when they are brought forward to Planning Commission and City Council for consideration.

ALTERNATIVES:

City Council can choose to undertake the following alternative actions:

1. Retain existing regulations.
2. Other direction.

ATTACHMENTS:

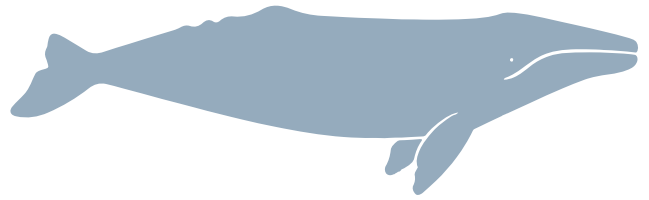
1. Fort Bragg Strategic Plan - Economic Development Section
2. Suggested Amendments to Use Permit Tables and Requirements for Commercial and Industrial Zoning Districts of the ILUDC
3. Suggested Amendments to Minor Use Permit Regulations of the ILUDC
4. Suggested Amendment to Non-Conforming Use Regulations of ILUDC
5. Suggested Amendment adding new use regulations for small events, which could be allowed by right in the ILUDC
6. Checklist of requirements for small exempt events.

NOTIFICATION:

The following “Notify Me” lists:

- Cannabis Legislation
- Economic Development Planning
- Fort Bragg Downtown Businesses
- Tourism and Marketing

GOAL 1



INVIGORATE ECONOMIC OPPORTUNITY AND COMMUNITY VIBRANCY

Create a vibrant community with a self-sufficient, diversified, year-round economy that provides affordable and market-rate housing, high quality education, local jobs, and digital connectivity for our residents and businesses to thrive in our coveted coastal landscape.

1A. Enliven Fort Bragg through local jobs and business success and develop a *Business and Economic Plan* that benchmarks and attracts diverse businesses to support our community through enduring blue and green industries and elevates our City as an independent economy that serves local, regional, national, and international sectors.

- Cultivate a diverse business climate that welcomes innovation, entrepreneurship, and investment by fostering strong relationships between the City and business community to promote investments through economic incentive programs (e.g., TOT tax-sharing agreements, financing taxing districts, capacity fee deferrals).
- Foster a business-friendly environment that simplifies the regulatory process, partners with business owners, and promotes policies that encourage success for local businesses and the community by providing additional City tax revenue, increasing local business transactions, and creating jobs.
 - *Advocate for legislation that supports local businesses and tax revenue (e.g., Amazon taxes directed to Point of Sale).*
- Provide business support services, such as access to financing, technical and advertising assistance, and networking opportunities, by prioritizing and incentivizing “buy-local” to foster entrepreneurship and innovation.
- Nurture regional focus on blue economy initiatives for economic growth, sustainable job creation, and improved livelihoods that support healthy ocean ecosystems.
 - *Participate in the Noyo Ocean Collective (City of Fort Bragg, Noyo Harbor District, Mendocino College, Noyo Center for Marine Science, West Business Center, Sherwood Valley Band of Pomo Indians) to position our region for blue economy investment.*
 - *Support innovation and inspire solutions to climate related challenges.*
 - » *Demonstrate Fort Bragg’s leadership in alternative water supply (e.g., Oneka wave powered desalination buoy).*
 - » *Investigate use of wave energy for alternative power.*



Evening in the heart of Downtown

- *Establish an aquaculture economy that is both restorative to our ocean and commercial in nature (e.g., urchin/abalone farm to provide sustainable sea-to-sustenance foods at local homes and restaurants).*
- Bring locals and visitors to Fort Bragg with a seasonal program featuring recurring activities that support artists and local businesses such as festivals, farmer's markets, night markets, vendor fairs, and downtown concerts.
- Revitalize Fort Bragg consistent with the character of the community by supporting existing businesses and attracting a variety of local business ownership, supporting buyer empowerment, and creating employment opportunities to encourage spending within our local economy.
- Invest in our long-standing tourism economy by beautifying and improving our downtown with increased walkability, restroom facilities with signage, ample electric vehicle charging stations and off-site parking, and advertising statewide to increase visitors to Fort Bragg.
 - *Develop educational posters and directional signs featuring Otis Johnson Park and other local attractions such as trails.*
 - *Support clean energy through continued development of electric public transit from offsite parking to downtown.*
 - *Partner with Noyo Harbor to promote recreational fishing and sightseeing. Consider exhibits along the river to attract travel (e.g., artificial habitats, raptor habitat).*
 - *Produce digital media such as a downloadable audio walking tour of historic Fort Bragg or a phone app to increase communication about current events.*
 - *Partner with Guest House Museum and Mendocino Railway to celebrate our rich heritage and attract more visitors (e.g., portable logging mill for demonstrations).*
- Attract conferences and retreats by developing a convention, conference, and performing arts venue by the sea potentially coupled with a hotel (similar to Asilomar in Pacific Grove) to host multi-business opportunities and generate revenue for the City.



Innovation and sustainability drive our city forward, encouraging creative solutions and continuous improvement by embracing new ideas and technologies to enhance quality of life.

Sunset behind the uniquely coastal treescape.

Chapter 18.22

Commercial Zoning Districts

Sections:

- 18.22.010 Purpose
- 18.22.020 Purposes of Commercial Zoning Districts
- 18.22.030 Commercial District Land Uses and Permit Requirements
- 18.22.040 Commercial District Subdivision Standards
- 18.22.050 Commercial District Site Planning and Building Standards
- 18.22.060 CBD Frontage and Facade Standards

18.22.010 - Purpose

This Chapter lists the land uses that may be allowed within the commercial zoning districts established by § 18.14.020 (Zoning Map and Zoning Districts), determines the type of planning permit/approval required for each use, and provides basic standards for site layout and building size.

(Ord. 930, § 2, passed 06-12-2017)

18.22.020 - Purposes of Commercial Zoning Districts

The purposes of the individual commercial zoning districts and the manner in which they are applied are as follows.

A. CN (Neighborhood Commercial) zoning district. The CN zoning district is applied to areas of the City that are appropriate for small-scale facilities providing convenience shopping and services for adjacent residential neighborhoods. The maximum allowable residential density within the CN district for the residential component of a mixed use project is 12 dwelling units per acre; the maximum floor area ratio (FAR) is 0.40. The CN zoning district implements and is consistent with the CN land use designation of the General Plan.

B. CO (Office Commercial) zoning district. The CO zoning district is applied to areas of the City that are intended to serve the office and institutional needs of the community that cannot be accommodated within the CBD zoning district. Other related and office-supporting uses may also be allowed. The maximum allowable residential density within the CO district for either the residential component of a mixed use project or multifamily dwellings as a primary use is 24 dwelling units per acre; the maximum floor area ratio (FAR) is 0.40. The CO zoning district implements and is consistent with the CO land use designation of the General Plan.

C. CBD (Central Business District) zoning district. The CBD zoning district is applied to the core of the downtown which is the civic, cultural, and commercial center of the City. The CBD zone is intended to accommodate retail stores, government and professional offices, theaters, and other similar and related uses in the context of pedestrian-oriented development. The maximum allowable residential density within the CBD zone for the residential component of a mixed use project is 40 dwelling units per acre; the maximum floor area ratio (FAR) is 2.0. The CBD zoning district implements and is consistent with the CBD land use designation of the General Plan.

D. CG (General Commercial) zoning district. The CG zoning district is applied to areas of the City that are appropriate for less compact and intensive commercial uses than those accommodated within the CBD zone. Allowable land uses are typically more auto-oriented than pedestrian-oriented, and may include automotive and service-related uses, a wide range of retail stores, including those selling large products (appliances, home furnishings, building materials, etc.). The maximum allowable residential density within the CG district for the residential component of a mixed use project is 24 dwelling units per acre; the maximum floor area ratio (FAR) is 0.40. The CG zoning district implements and is consistent with the CG land use designation of the General Plan.

E. CH (Highway Commercial) zoning district. The CH zoning district is applied to sites along Highway 1 and arterials at the entry points to the community. Allowable land uses include lodging, restaurants, and retail stores. The maximum allowable residential density within the CH district for the residential component of a mixed use project is 24 dwelling units per acre; the maximum floor area ratio (FAR) is 0.40. The CH zoning district implements and is consistent with the CH land use designation of the General Plan.

18.22.030 - Commercial District Land Uses and Permit Requirements

B. Requirements for certain specific land uses. Where the last column in Table 2-6 (“Specific Use Regulations”) includes a section number, the referenced section may affect whether the use requires a Zoning Clearance, ~~Minor Use Permit~~, or Use Permit, and/or may establish other requirements and standards applicable to the use.

1. CN (Neighborhood Commercial) district. The use is designed and intended to serve the local neighborhood ~~and not a broader service area, and is not of a size as to require a clientele larger than the neighborhood market area.~~

3. CBD (Central Business District) district. The use complements the local, regional and tourist-serving retail, office and services functions of the CBD, and will not detract from this basic purpose of the CBD. Uses proposed for the intense pedestrian-oriented retail shopping areas of the CDB, which include the 100 blocks of East and West Laurel Street, the 300 block of North Franklin Street*, and the 100 and 200 blocks of Redwood Avenue, shall be limited to pedestrian-oriented uses on the street-fronting portion of the building.

4. CG (General Commercial) district.

- ~~**5. CH (Highway Commercial) district.**~~

- ~~a. Secondary uses oriented to local clientele may be permitted where the primary use of a site is oriented to or serves visitor, regional, or transient traffic; and~~
- ~~b. Uses oriented to local clientele may be allowed where visitor-oriented uses are precluded because of environmental concerns or other site specific constraints.~~

The Fort Bragg Municipal Inland Land Use and Development Code is current through Ordinance 1008, passed April 14, 2025.

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

AGRICULTURAL, RESOURCE AND OPEN SPACE USES

Crop production, horticulture, orchard, vineyard	P	P	P	P	P	
--------------------------------------------------	---	---	---	---	---	--

INDUSTRY, MANUFACTURING AND PROCESSING, WHOLESALING

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

Key to Zoning District Symbols

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

Notes:

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

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts		P	Permitted use, Zoning Clearance required				
		MUP	Minor Use Permit required (see § 18.71.060)				
		UP	Use Permit required (see § 18.71.060)				
		S	Permit requirement set by Specific Use Regulations				
		—	Use not allowed				
LAND USE (1)		PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
		CN	CO	CBD	CG	CH	
RECREATION, EDUCATION AND PUBLIC ASSEMBLY USES							
Recreational vehicle park		—	—	—	—	UP	
Commercial recreation facility - Indoor		—	UP	UP	P	P	
	Commercial recreation facility - Outdoor	UP	UP	—	UP	UP	
Conference facility		—	UP	UP	UP	UP	
Special Events, less than 100 people		—	—	P	-	-	Add?
Health/fitness facility		—	P	P	P	UP	
Library, museum, art gallery		UP	UP	P	P	P	
Meeting facility, public or private		UP	UP	P	P	P	
Park, playground		P	P	P	P	P	
School - Private		UP	P	UP	P	UP	
Sports and active recreation facility		—	—	UP	P	P	
Studio - Art, dance, martial arts, music, etc.		UP	P	P	P	P	
Theater		—	UP	P	P	P	
RESIDENTIAL USES							
ADU		P(5)	P(5)	P(5)	P(5)	P(5)	18.42.170
Emergency shelter		—	—	—	P	—	
Home occupation		P	P	P	P	P	18.42.080
Live/work		P	UP	UP	UP	—	18.42.090
Multifamily dwellings		P	UP	UP	UP	UP	18.42.120
Residential care facility for the elderly (RCFE)		—	UP	UP	UP	—	
Residential care facility		—	UP	UP	UP	—	
Residential component mixed use project		P	P	P(2)	P	P	18.42.100
Single-family residential unit		P(3)	—	P(4)	P(4)	—	
Single residential unit		MUP (3)	—	UP(4)	UP(4)	—	
Tiny home		P(6)	—	—	P(6)	UP(6)	18.42.175
Tiny home/manufactured home community		UP	UP	—	UP	UP	18.42.110

Key to Zoning District Symbols

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

Notes:

- (1) See Article 10 for land use definitions.
- (2) Use allowed only on second or upper floors or on the back half of the first floor, in compliance with § 18.22.060(B) (Limitation on the Location of Allowable Land Uses).
- (3) Use permitted only for lots in the CN zone that do not front a major collector, as defined in the General Plan.
- (4) Use permitted only for existing nonconforming single-family homes that have the appearance of a single-family home, per the Citywide Design Guidelines.
- (5) Use permitted only on parcels with an existing nonconforming single-family primary unit or existing/proposed multifamily development, and only in compliance with § 18.42.170.
- (6) Use permitted only on parcels with existing single residential unit or existing/proposed multifamily development, and only in compliance with § 18.42.175.

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

RETAIL TRADE

Artisan shop	UP	P	P	P	P	
Auto and vehicle sales and rental	—	—	—	P	P	
Auto parts sales with no installation services	—	—	—	P	P	
Bar/tavern	—	—	UP	UP	UP	
Big box retail	—	—	—	UP	UP	
Building and landscape materials sales - Indoor	—	—	—	P	UP	
Building and landscape materials sales - Outdoor	—	—	—	UP	UP	18.42.130
Cannabis retail and accessory cannabis uses	—	—	UP(3, 4)	S(4)	S(4)	18.42.057 Chapter 9.30
Cannabis retail - Delivery only	—	—	—	S(4)	S(4)	18.42.057 Chapter 9.30
Construction and heavy equipment sales and rental	—	—	—	UP	UP	18.42.130
Convenience store	P	—	P	P	P	
Drive-through retail or service	—	—	UP	UP	UP	18.42.070
Farm supply and feed store	—	—	—	P	UP	
Formula business	—	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula business - 2,000 sf or less	—	P	P	P	P	Chapter 18.46

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P Permitted use, Zoning Clearance required MUP Minor Use Permit required (see § 18.71.060) UP Use Permit required (see § 18.71.060) S Permit requirement set by Specific Use Regulations — Use not allowed					
	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
LAND USE (1)	CN	CO	CBD	CG	CH	
Fuel dealer (propane for home and farm use, etc.)	—	—	—	UP	—	
Furniture, furnishings and appliance store	—	—	P	P	UP	
Retail, general - 10,000 sf or larger	—	—	UP	UP	UP	
Retail, general - 5,000 sf – 9,999 sf	—	—	P	P	P	
Retail, general - Less than 5,000 sf	P	P	P	P	P	
Groceries, specialty foods	P	UP	P	P	P	
Mobile home, boat, or RV sales	—	—	—	UP	UP	
Night club	—	—	UP	UP	UP	
Outdoor retail sales and activities	—	—	P	P	P	18.42.130
Restaurant, cafe, coffee shop	P	P	P	P	P	18.42.165
Second hand store	—	—	—	P	P	
Service station	—	—	—	UP	UP	18.42.180
Shopping center	—	—	—	UP	UP	
Outdoor dining	P	P	P	P	P	18.42.165

Key to Zoning District Symbols

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

Notes:

- (1) See Article 10 for land use definitions.
- (2) Use permit required except for the exceptions set forth in § 18.46.050.
- (3) The number of permissible cannabis retail businesses in the Central Business District shall be set by resolution of the City Council in an amount not to exceed 3 businesses.

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

SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL

Bank, financial services	UP	P	P	P	P	
Business support service	—	P	P	P	P	
Formula business	—	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula business - 2,000 sf or less	—	P	P	P	P	Chapter 18.46
Medical services - Doctor office	P	P	P	P	P	
Medical services - Clinic, lab, urgent care	—	P	P	P	P	
Medical services - Hospital	—	UP	—	UP	UP	
Office - Accessory	P	P	P	P	P	
Office - Business/service	P	P	P	P	P	
Office - Professional/administrative	—	P	P	P	P	

SERVICES - GENERAL

Adult day care	P	P	P	P	P	
Catering service	—	P	P(3)	P	P	
Child day care center	P	P	UP	UP	P	
Drive-through service	—	—	UP	UP	UP	18.42.070
Equipment rental	—	—	UP	P	UP	
Formula business	—	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula business - 2,000 sf or less	—	P	P	P	P	Chapter 18.46
Kennel, animal boarding	—	—	—	UP	—	18.42.040
Lodging - Bed and breakfast inn (B&B)	—	—	UP	UP	P	18.42.050
Lodging - Hotel or motel	—	—	UP	UP	UP	
Lodging - Vacation rental unit	—	—	UP	—	—	18.42.190
Maintenance service - Client site services	—	—	—	P	—	
Mortuary, funeral home	—	P	—	P	—	

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P Permitted use, Zoning Clearance required MUP Minor Use Permit required (see § 18.71.060) UP Use Permit required (see § 18.71.060) S Permit requirement set by Specific Use Regulations — Use not allowed					
	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	
Personal services	P	P	P	P	P	
Personal services - Restricted	—	—	UP	UP	UP	
Public safety facility	—	P	P	P	P	
Repair service - Equipment, large appliances, etc.	—	—	—	P	P	
Vehicle services - Major repair/body work	—	—	—	UP	UP	
Vehicle services - Minor maintenance/repair	—	—	—	P	P	
Veterinary clinic, animal hospital	—	P	—	P	P	

Key to Zoning District Symbols

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

Notes:

- (1) See Article 10 for land use definitions.
- (2) Use permit required except for the exceptions set forth in § 18.46.050.
- (3) Permitted above the first floor or as part of a restaurant.

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

TRANSPORTATION, COMMUNICATIONS AND INFRASTRUCTURE

Ambulance, taxi, and specialized transportation dispatch facility	—	UP	—	UP	UP	
Broadcasting studio	—	P	P	P	P	

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P Permitted use, Zoning Clearance required MUP Minor Use Permit required (see § 18.71.060) UP Use Permit required (see § 18.71.060) S Permit requirement set by Specific Use Regulations — Use not allowed					
	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	
Parking facility, public or commercial	P	P	P	P	P	
Pipelines, transmission lines	S	S	S	S	S	18.42.145
Telecommunications facility	S	S	S	S	S	Chapter 18.44
Transit station	P	P	UP	P	P	
Solar, wind, geothermal facilities for on-site use	P	P	P	P	P	
Utility facility	P	P	UP	P	P	
Vehicle storage	—	UP	—	UP	—	

Key to Zoning District Symbols

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

Notes:

(1) See Article 10 for land use definitions.

(Ord. 930, § 2, passed 06-12-2017; Am. Ord. 952, § 2, passed 11-12-2019; Am. Ord. 959, § 2, passed 02-10-2020; Am. Ord. 970, § 4, passed 09-13-2021; Am. Ord. 979, § 2, passed 06-13-2022; Am. Ord. 985, § 2, passed 03-25-2024; Am. Ord. 988, § 2, passed 05-13-2024; Ord. 992, § 3, passed 07-08-2024; Ord. 993, § 3, passed 07-08-2024; Am. Ord. 1004, § 2, passed 03-24-2025)

18.22.040 - Commercial District Subdivision Standards

A. Each subdivision shall comply with the minimum parcel size requirements shown in Table 2-7 for the applicable zoning district.

B. The minimum parcel size requirements for a specific subdivision are determined by the review authority as part of subdivision approval. The review authority may require 1 or more parcels within a specific subdivision to be larger than the minimums required by this table based on potential environmental impacts, the physical characteristics of the site or surrounding parcels, and/or other factors.

C. A condominium or other common interest project may be subdivided with smaller parcels for ownership purposes, with the minimum lot area determined through subdivision review; provided, that the overall development site complies with the minimum parcel size, and the total number of any allowed dwellings complies with the maximum density for the applicable zone.

TABLE 2-7 - MINIMUM PARCEL SIZE STANDARDS

Zoning District	Minimum Parcel Size			
	Minimum Area (1)	Minimum Width	Minimum Depth	Maximum Depth
CN	2,000 sf	25 ft	N.A.	3 times width; except that lots less than 50 ft in width may be 150 ft in depth if they have both fronting street and rear alley frontages.
CO	6,000 sf	50 ft	N.A.	3 times width
CBD	2,000 sf	20 ft	N.A.	3 times width; except that lots less than 50 ft in width may be 150 ft in depth if they have both fronting street and rear alley frontages.
CG	5,000 sf	50 ft	N.A.	3 times width
CH	6,000 sf	50 ft	N.A.	3 times width

Notes:

(1) Minimum area shall be considered net acreage as defined in § 18.100.020(N).

(Ord. 930, § 2, passed 06-12-2017)

18.22.050 - Commercial District Site Planning and Building Standards

A. General standards. Subdivisions, new land uses and structures, and alterations to existing land uses and structures shall be designed, constructed, and/or established in compliance with the requirements in Tables 2-8 and 2-9 in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3.

TABLE 2-8 - CN, CO, AND CBD DISTRICT DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District		
	CN Neighborhood Commercial	CO Office Commercial	CBD Central Business District
Residential density	Maximum number of dwelling units allowed in a project. The actual number of units allowed will be determined by the City through subdivision or planning permit approval, as applicable. See § 18.42.170 for second unit exemption.		
Maximum density	24 units per acre	24 units per acre	40 units per acre
Setbacks	Minimum and, where noted, maximum setbacks required for primary structures. See § 18.30.100 for exceptions to these requirements. See Chapter 18.42 for setback requirements applicable to a specific land use.		
Front	Same as the front setback for an R zone on the same block; 10 ft elsewhere.	20 ft for buildings 20 ft or more in height; 15 ft for other buildings.	None allowed - Building facades shall abut the back of the public sidewalk, except as provided in § 18.22.060.
Side - Interior (each)	Same as the front setback required for an R zone abutting the side property line; none required elsewhere.	10 ft; 15 ft adjacent to an abutting R zone.	None required

Development Feature	Requirement by Zoning District		
	CN Neighborhood Commercial	CO Office Commercial	CBD Central Business District
Side - Street side	None required	Same as front setback	None required
Rear	15 ft; 5 ft adjacent to an alley.	10 ft; 15 ft adjacent to an abutting R zone; 5 ft adjacent to an alley.	15 ft for a building 12 ft or more in height on a site abutting an R zone; 5 ft adjacent to an alley; none required elsewhere.
Floor area ratio (FAR)	Maximum allowable floor area ratio for nonresidential projects. FAR may be increased with Use Permit approval to accommodate housing units and/or live-work units in a mixed use project to a maximum FAR of 2.0 for a mixed use project.		
	0.40	0.40	2.00
Site coverage	Maximum percentage of the total lot area that may be covered by impervious surfaces. See § 18.42.170 for accessory dwelling units/junior accessory dwelling units exemption.		
Maximum coverage	No limitation		
Height limit	Maximum allowable height of structures. See § 18.30.060 (Height Limits and Exceptions) for height measurement requirements, and height limit exceptions. See Chapter 18.42 for height requirements applicable to a specific land use.		
Maximum height	25 ft	25 ft; 35 ft with Use Permit approval.	35 ft and 3 stories; 45 ft and 3 stories with Use Permit approval.
Fencing	See § 18.30.050 (Fences, Walls, and Screening)		
Landscaping	See Chapter 18.34 (Landscaping Standards)		
Parking	See Chapter 18.36 (Parking and Loading)		
Signs	See Chapter 18.38 (Signs)		

TABLE 2-9 - CG AND CH DISTRICT DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District	
	CG General Commercial	CH Highway Commercial
Residential density	Maximum number of dwelling units allowed in a project. The actual number of units allowed will be determined by the City through subdivision or planning permit approval, as applicable. See § 18.42.170 for accessory dwelling units/junior accessory dwelling units exemption.	
Maximum density	24 units per acre	
Setbacks	Minimum and, where noted, maximum setbacks required for primary structures. See § 18.30.100 for exceptions to these requirements. See Chapter 18.42 for setback requirements applicable to a specific land use.	
Front	10 ft on Main Street and Highway 20; same as the front setback for an R zone on the same block; none required elsewhere.	15 ft on Main Street and Highway 20; same as the front setback for an R zone on the same block; 5 ft required elsewhere.
Side - Interior (each)	Same as the front setback required for an R zone abutting the side property line; none required elsewhere.	
Side - Street side	Same as front setback.	

Development Feature	Requirement by Zoning District	
	CG General Commercial	CH Highway Commercial
Rear	5 ft adjacent to an alley; 15 ft adjacent to an abutting residential zone; none required elsewhere.	10 ft adjacent to an alley; 15 ft adjacent to residential zone; none required elsewhere.
Floor area ratio (FAR)	Maximum allowable floor area ratio for nonresidential projects. May be increased with Use Permit approval to accommodate housing units and/or live-work units up to an FAR of 2.0 for a mixed use project.	
	0.40	
Maximum floor area	Maximum floor area allowed for commercial buildings in the locations noted. See § 18.42.170 for accessory dwelling units/junior accessory dwelling units exemption.	
	a. Between the Noyo River and Pudding Creek bridges - 50,000 sf. b. North of Pudding Creek bridge - 30,000 sf.	
Height limit	Maximum allowable height of structures. See § 18.30.060 (Height Limits and Exceptions) for height measurement requirements, and height limit exceptions. See Chapter 18.42 for height requirements applicable to a specific land use.	
Maximum height	35 ft; 45 ft with Use Permit approval.	35 ft
Fencing	See § 18.30.050 (Fences, Walls, and Screening)	
Landscaping	See Chapter 18.34 (Landscaping Standards)	
Parking	See Chapter 18.36 (Parking and Loading)	
Signs	See Chapter 18.38 (Signs)	

(Ord. 930, § 2, passed 06-12-2017; Am. Ord. 959, § 2, passed 02-10-2020)

18.22.060 - CBD Frontage and Facade Standards

A. Applicability. The requirements of this Section apply to proposed development within the CBD zoning district. Each new nonresidential structure, and all alterations to existing structures involving any change in the facade at the street frontage, shall comply with the following standards. The review authority may approve minor variations to these standards as deemed appropriate; provided, that the review authority also first finds that the minor variation will still produce a new or altered building that complies with the intent of this Section.

B. Limitation on the location of allowable land uses. Each land use shall be located as follows:

1. The ground floor of each nonresidential structure shall be limited to the uses allowed on the ground floor by § 18.22.030, Table 2-6, to enhance the pedestrian orientation of downtown streets. Examples of the pedestrian-oriented uses allowed by Table 2-6 include walk-in uses such as restaurants, retail stores, health/fitness facilities, personal services, community service organizations, and similar uses. The review authority may modify the Table 2-6 limitations on ground floor uses when existing structures are re-occupied by different tenants or uses, or when this requirement is determined by the review authority to be infeasible because of excessive storefront vacancies.
2. Ground floor, street-fronting business/service offices may be approved if the review authority first determines that the use will not impair the pedestrian character of the street; provided, that:
 - a. Parcels on the block occupied by office uses that are not pedestrian oriented constitute less than 50% of the block frontage;
 - b. The remainder of the block is characterized primarily by retail and/or restaurant uses; and

- c. The facade design of the structure that accommodates the office contributes to the visual interest of the street and conspicuously expresses the nature of the use.

C. Elevation of first floor. At least 75% of the street fronting length of the first habitable floor of a nonresidential structure shall be located no more than 2 vertical feet above or below the sidewalk elevation at any point along the street property line.

D. Pedestrian access. The primary entrance of each ground floor use shall be recessed a minimum of 3 feet when accessed from the public right-of-way. Walk-up facilities and entries shall be recessed and provide adequate queuing space to avoid interruption of pedestrian flow.

E. Formula design prohibited. The architectural style and exterior finish materials of each proposed structure shall be designed based upon the architectural traditions of Fort Bragg and Mendocino County, and the architectural styles prevalent in the site vicinity. Buildings proposed with architectural features substantially similar to those found in other communities on buildings occupied by the same corporate or franchise entity that will occupy the proposed building are strongly discouraged.

(Ord. 930, § 2, passed 06-12-2017)

Chapter 18.24

Industrial Zoning Districts

Sections:

- 18.24.010 Purpose
- 18.24.020 Purposes of Industrial Zoning Districts
- 18.24.030 Industrial District Land Uses and Permit Requirements
- 18.24.040 Industrial District Subdivision Standards
- 18.24.050 Industrial District Site Planning and Building Standards

18.24.010 - Purpose

This Chapter lists the land uses that may be allowed within the industrial zoning districts established by § 18.14.020 (Zoning Map and Zoning Districts), determines the type of planning permit/approval required for each use, and provides basic standards for site layout and building size.

(Ord. 930, § 2, passed 06-12-2017)

18.24.020 - Purposes of Industrial Zoning Districts

The purposes of the individual industrial zoning districts and the manner in which they are applied are as follows:

A. IL (Light Industrial) zoning district. The IL zoning district is applied to areas of the City that are appropriate for a variety of commercial, manufacturing, wholesale and distribution, and industrial uses that do not generate significant customer traffic or high levels of noise, dust, odors, or other potential off-site nuisance characteristics. Allowable manufacturing uses and activities must be entirely within enclosed structures. The maximum floor area ratio (FAR) is 0.40. The IL zoning district implements and is consistent with the IL land use designation of the General Plan.

B. IH (Heavy Industrial) zoning district. The IH zoning district is applied to areas of the City that are appropriate for a range of heavy industrial including manufacturing, assembly and processing, the storage and distribution of raw materials, aggregate plants, and related industrial uses that are generally compatible with and require locations removed from residential and visitor serving uses. The maximum floor area ratio (FAR) is 0.40. The IH zoning district implements and is consistent with the IH land use designation of the General Plan.

(Ord. 930, § 2, passed 06-12-2017)

18.24.030 - Industrial District Land Uses and Permit Requirements

A. General permit requirements. Table 2-10 identifies the uses of land allowed by this Development Code in each industrial zoning district, and the planning permit required to establish each use, in compliance with § 18.20.030 (Allowable Land Uses and Planning Permit Requirements).

B. Requirements for certain specific land uses. Where the last column in Table 2-10 (“Specific Use Regulations”) includes a section number, the referenced section may affect whether the use requires a Zoning Clearance, Minor Use Permit, or Use Permit, and/or may establish other requirements and standards applicable to the use.

TABLE 2-10
Allowed Land Uses and Permit Requirements
for Industrial Zoning Districts

LAND USE (1)	PERMIT REQUIRED BY DISTRICT		Specific Use Regulations
	IL	IH	
	P		Permitted use, Zoning Clearance required
	MUP		Minor Use Permit required (see § 18.71.060)
	UP		Use Permit required (see § 18.71.060)
	S		Permit requirement set by Specific Use Regulations
	—		Use not allowed

AGRICULTURAL, RESOURCE AND OPEN SPACE USES

Cannabis – Indoor cultivation (nursery and/or mature plants)	UP	UP	Chapter 9.30 and 18.42.055
Crop production, horticulture, orchard, vineyard	P	P	

INDUSTRY, MANUFACTURING AND PROCESSING, WHOLESALING

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

Key to Zoning District Symbols

IL	Light Industrial
IH	Heavy Industrial

Notes:

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

TABLE 2-10 Allowed Land Uses and Permit Requirements for Industrial Zoning Districts	P MUP	Permitted use, Zoning Clearance required Minor Use Permit required (see § 18.71.060)
-------------------------------------------------------------------------------------------------------	------------------------	-------------------------------------------------------------------------------------------------------

	UP Use Permit required (see § 18.71.060)		
	S Permit requirement set by Specific Use Regulations		
	— Use not allowed		
LAND USE (1)	PERMIT REQUIRED BY DISTRICT		Specific Use Regulations
	IL	IH	

RECREATION, EDUCATION AND PUBLIC ASSEMBLY USES

Adult entertainment business	S	S	Chapter 18.40
Commercial recreation facility - Indoor	UP	—	
Commercial recreation facility - Outdoor	P	UP	
Emergency shelter	UP	—	
Health/fitness facility	P	—	
Library, museum	P	—	
Meeting facility, public or private	P	—	
School - Specialized education/training	P	UP	
Sports and active recreation facility	P	UP	

RESIDENTIAL USES

Caretaker quarters	P	P	
Live/work unit	UP	—	18.42.090

Key to Zoning District Symbols

IL	Light Industrial
IH	Heavy Industrial

Notes:

- (1) See Article 10 for land use definitions.

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

LAND USE (1)	PERMIT REQUIRED BY DISTRICT		Specific Use Regulations
	IL	IH	

RETAIL TRADE

Accessory cannabis – Retail, retail delivery	P(2)	P(2)	18.42.057 Chapter 9.30
Accessory retail or services	P	P	18.42.020
Building and landscape materials sales - Indoor	P	P	
Building and landscape materials sales - Outdoor	P	P	18.42.130
Cannabis retail - Delivery only	P (2)	P (2)	18.42.057 Chapter 9.30
Construction and heavy equipment sales and rental	UP	P	18.42.130
Farm supply and feed store	P	P	
Fuel dealer (propane for home and farm use, etc.)	P	P	
Mobile home, boat or RV sales	UP	UP	
Service station	P	UP	18.42.180

SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL

Business support service	P	P	
Office - Accessory	P	P	
Office - Processing	P	P	

Key to Zoning District Symbols

IL	Light Industrial
IH	Heavy Industrial

Notes:

- (1) See Article 10 for land use definitions.
- (2) Use shall only be allowable as an accessory use to a cannabis business engaged in manufacturing and/or distribution.

TABLE 2-10 Allowed Land Uses and Permit Requirements for Industrial Zoning Districts	P	Permitted use, Zoning Clearance required
	MUP	Minor Use Permit required (see § 18.71.060)

LAND USE (1)	UP Use Permit required (see § 18.71.060)		
	S Permit requirement set by Specific Use Regulations		
	— Use not allowed		
LAND USE (1)	PERMIT REQUIRED BY DISTRICT		Specific Use Regulations
	IL	IH	
SERVICES - GENERAL			
Accessory retail or services	P	P	18.42.020
Equipment rental	P	P	
Kennel, animal boarding	UP	P	18.42.040
Maintenance service - Client site services	P	P	
Public safety facility	P	P	
Repair service - Equipment, large appliances, etc.	P	P	
Vehicle services - Major repair/body work	UP	UP	
Vehicle services - Minor maintenance/repair	P	P	
Veterinary clinic, animal hospital	P	P	
TRANSPORTATION, COMMUNICATIONS AND INFRASTRUCTURE			
Ambulance, taxi, or specialized transportation dispatch facility	P	P	
Broadcasting studio	P	—	
Freight terminal	P	P	
Parking facility, public or commercial	P	P	
Pipeline or transmission line	S	S	18.42.145
Telecommunications facility	S	S	Chapter 18.44
Transit station or terminal	P	P	
Utility facility	P	P	
Vehicle storage	UP	UP	

Key to Zoning District Symbols

IL	Light Industrial
IH	Heavy Industrial

Notes:

(1) See Article 10 for land use definitions.

(Ord. 930, § 2, passed 06-12-2017; Ord. 952, § 2, passed 11-12-2019; Ord. 979, § 2, passed 6-13-2022)

18.24.040 - Industrial District Subdivision Standards

A. Each subdivision shall comply with the minimum parcel size requirements shown in Table 2-11 for the applicable zoning district.

B. The minimum parcel size requirements for a specific subdivision are determined by the review authority as part of subdivision approval. The review authority may require 1 or more parcels within a specific subdivision to be larger than the minimums required by this table based on potential environmental impacts, the physical characteristics of the site or surrounding parcels, and/or other factors.

C. An industrial condominium may be subdivided with smaller parcels for ownership purposes, with the minimum lot area determined through subdivision review; provided, that the overall development site complies with the minimum parcel size.

TABLE 2-11 - MINIMUM PARCEL SIZE STANDARDS

Zoning District	Minimum Parcel Size			
	Minimum Area (1)	Minimum Width	Minimum Depth	Maximum Depth
IL	5,000 sf	50 ft	100 ft	3 times width
IH	5,000 sf	50 ft	100 ft	3 times width

Notes:

(1) Minimum area based on net parcel size as defined in § 18.100.020(N).

(Ord. 930, § 2, passed 06-12-2017)

18.24.050 - Industrial District Site Planning and Building Standards

Subdivisions, new land uses and structures, and alterations to existing land uses and structures shall be designed, constructed, and/or established in compliance with the requirements in Table 2-12 in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3.

TABLE 2-12 - IL AND IH DISTRICT DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District	
	IL Light Industrial	IH Heavy Industrial
Residential density	Maximum number of dwelling units allowed on a parcel. The actual number of units allowed will be determined by the City through subdivision or planning permit approval, as applicable.	
Maximum density	15 live/work units per acre	1 caretaker unit per parcel
Setbacks	Minimum and, where noted, maximum setbacks required for primary structures. See § 18.30.100 for exceptions to these requirements.	
Front	30 ft from Main Street; 15 ft elsewhere.	

Development Feature	Requirement by Zoning District	
	IL Light Industrial	IH Heavy Industrial
Side - Interior (each)	10 ft; except no setback required if the other side yard maintains a setback 15 ft or more. 10 ft on any side abutting a C zone. 30 ft on any side abutting an R or OS zone, or a PD zone not specified for industrial uses.	
Side - Street side	Same as front setback.	
Rear	Abutting an alley, 10 ft within 30 ft of each side property line or driveway accessing the alley; 30 ft if adjacent to an R zone; none required elsewhere.	
Floor area ratio (FAR)	Maximum FAR allowed.	
	0.40	
Height limit	Maximum allowable height of structures. See § 18.30.060 (Height Limits and Exceptions) for height measurement requirements, and height limit exceptions.	
Maximum height	35 ft; 45 ft with Use Permit approval.	40 ft; 60 ft with Use Permit approval.
Fencing	See § 18.30.050 (Fences, Walls, and Screening)	
Landscaping	See Chapter 18.34 (Landscaping Standards)	
Parking	See Chapter 18.36 (Parking and Loading)	
Signs	See Chapter 18.38 (Signs)	

(Ord. 930, § 2, passed 06-12-2017)

Chapter 18.26

Special Purpose Zoning Districts

Sections:

- 18.26.010 Purpose
- 18.26.020 Purposes of Special Purpose Zoning Districts
- 18.26.030 Special Purpose District Land Uses and Permit Requirements
- 18.26.040 Special Purpose District Subdivision Standards
- 18.26.050 Special Purpose District Site Planning and Building Standards

18.26.010 - Purpose

This Chapter lists the land uses that may be allowed within the special purpose zoning districts established by § 18.14.020 (Zoning Map and Zoning Districts), determines the type of planning permit/approval required for each use, and provides basic standards for site layout and building size.

(Ord. 930, § 2, passed 06-12-2017)

18.26.020 - Purposes of the Special Purpose Zoning Districts

The purposes of the individual special purpose zoning districts and the manner in which they are applied are as follows.

A. OS (Open Space) zoning district. The OS zoning district is applied to properties that are largely unimproved and used for the preservation of natural resources and habitats, passive outdoor recreation, scenic resources, and/or for the protection of public health and safety (e.g., preservation of floodplains). Allowable uses are limited to those that support maintenance and/or recreational uses. The maximum floor area ratio (FAR) is 0.10. The OS zoning district implements and is consistent with the OS land use designation of the General Plan.

B. PR (Parks and Recreation) zoning district. The PR zoning district is applied to the sites of public parks and recreational facilities. Allowable uses are limited to recreational uses, and the structures needed to support those uses, and facility and site maintenance. The maximum floor area ratio (FAR) is 0.25. The PR zoning district implements and is consistent with the PR land use designation of the General Plan.

C. PF (Public Facility and Services) zoning district. The PF zoning district is applied to the sites of existing and proposed public buildings, utility facilities, water and wastewater treatment plants, and related easements. The maximum floor area ratio (FAR) is 0.75. The PF zoning district implements and is consistent with the PF land use designation of the General Plan.

(Ord. 930, § 2, passed 06-12-2017)

18.26.030 - Special Purpose District Land Uses and Permit Requirements

A. General permit requirements. Table 2-14 identifies the uses of land allowed by this Development Code in each special purpose zoning district, and the planning permit required to establish each use, in compliance with § 18.20.030 (Allowable Land Uses and Planning Permit Requirements).

B. Requirements for certain specific land uses. Where the last column in Table 2-14 (“Specific Use Regulations”) includes a section number, the referenced section may affect whether the use requires a Zoning Clearance, Minor Use Permit, or Use Permit, and/or may establish other requirements and standards applicable to the use.

(Ord. 930, § 2, passed 06-12-2017)

18.26.040 - Special Purpose District Subdivision Standards

The minimum area and dimensions for new parcels in the OS, PR, and PF zoning districts shall be determined by the City through the subdivision process.

(Ord. 930, § 2, passed 06-12-2017)

18.26.050 - Special Purpose District Site Planning and Building Standards

Subdivisions, new land uses and structures, and alterations to existing land uses and structures shall be designed, constructed, and/or established in compliance with the requirements established by the City through the Use Permit process, capital improvements programming process, or leasing of public property, as applicable, in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3.

TABLE 2-14 Allowed Land Uses and Permit Requirements for Special Purpose Zoning Districts	P Permitted use, Zoning Clearance required			
	MUP Minor Use Permit required (see § 18.71.060)			
	UP Use Permit required (see § 18.71.060)			
	S Permit requirement set by Specific Use Regulations			
	— Use not allowed			
LAND USE (1)	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	OS	PR	PF	

AGRICULTURAL, RESOURCE AND OPEN SPACE USES

Animal keeping	S	S	S	18.42.040
Nature preserve	P	P	P	
Crop production, horticulture, orchard, vineyard	P	P	P	

INDUSTRY, MANUFACTURING AND PROCESSING, WHOLESALING

Recycling - Small facility	—	—	P	18.42.150
Storage - Warehouse, indoor storage	—	—	P	
Storage - Outdoor	—	—	UP	18.42.140

RECREATION, EDUCATION AND PUBLIC ASSEMBLY USES

Equestrian facility	P	UP	—	
Events, less than 100 people	P	P	P	18.42.075
Health/fitness facility	—	UP	UP	
Sports and active recreation facility	UP	UP	UP	
Hiking/riding trail	P	P	P	
Library, museum	UP	UP	UP	
Meeting facility, public or private	UP	UP	UP	
Park, playground	P	P	P	
School	—	UP	P	
Theater	—	UP	UP	

RESIDENTIAL USES

TABLE 2-14 Allowed Land Uses and Permit Requirements for Special Purpose Zoning Districts	P	Permitted use, Zoning Clearance required		
	MUP	Minor Use Permit required (see § 18.71.060)		
	UP	Use Permit required (see § 18.71.060)		
	S	Permit requirement set by Specific Use Regulations		
	—	Use not allowed		
LAND USE (1)	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	OS	PR	PF	
Caretaker quarters	P	P	P	
Emergency shelter	—	—	UP	
Farm dwelling on a parcel of 10 acres or more	P	—	—	
Residential care facility	—	—	UP	

Key to Zoning District Symbols

OS	Open Space	PF	Public Facility and Services
PR	Parks and Recreation		

Notes:

- (1) See Article 10 for land use definitions.

TABLE 2-14 Allowed Land Uses and Permit Requirements for Special Purpose Zoning Districts	P	Permitted use, Zoning Clearance required		
	MUP	Minor Use Permit required (see § 18.71.060)		
	UP	Use Permit required (see § 18.71.060)		
	S	Permit requirement set by Specific Use Regulations		
	—	Use not allowed		
LAND USE (1)	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	OS	PR	PF	

RETAIL TRADE

Accessory retail or services	—	P	P	18.42.020
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SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL

Medical services - Clinic, urgent care	—	—	UP	
Medical services - Hospital	—	—	UP	
Office - Accessory	P	P	P	
Office - Government	—	P	P	

SERVICES - GENERAL

TABLE 2-14 Allowed Land Uses and Permit Requirements for Special Purpose Zoning Districts	P	Permitted use, Zoning Clearance required		
	MUP	Minor Use Permit required (see § 18.71.060)		
	UP	Use Permit required (see § 18.71.060)		
	S	Permit requirement set by Specific Use Regulations		
	—	Use not allowed		
LAND USE (1)	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	OS	PR	PF	
Adult day care	—	—	P	
Child day care center	—	—	P	
Public safety facility	—	—	P	

TRANSPORTATION, COMMUNICATIONS AND INFRASTRUCTURE

Ambulance, taxi, or specialized transportation dispatch facility	—	—	UP	
Parking facility, public or commercial	—	—	P	
Pipeline or transmission line	S	S	S	18.42.145
Telecommunications facility	S	S	S	Chapter 18.44
Transit station	—	—	P	
Utility facility	—	—	P	
Vehicle storage	—	—	UP	

Key to Zoning District Symbols

OS	Open Space	PF	Public Facility and Services
PR	Parks and Recreation		

Notes:

(1) See Article 10 for land use definitions.

(Ord. 930, § 2, passed 06-12-2017)

18.71.030 - Limited Term Permit

A. Purpose. This Section establishes procedures and standards for the granting of Limited Term Permits for short-term activities. Compliance with applicable standards ensures that the establishment, maintenance or operation of the short-term activity would not be detrimental to the public health, safety, and welfare of persons residing or working in the neighborhood of the proposed activity.

B. Minor short-term activities. A Limited Term Permit allows short-term activities that might not meet the normal development or use standards of the applicable zoning district, but may otherwise be acceptable because of their temporary nature.

C. Limited Term Permit required. Short-term activities shall not be established, operated, or conducted in any manner without the approval and maintenance of a valid Limited Term Permit.

D. Review authority. Limited Term Permits may be reviewed and approved or disapproved administratively by the Director, in compliance with this Section.

E. Exempt short-term activities. The following short-term activities are allowed without the necessity of obtaining a Limited Term Permit. Short-term activities that do not fall within the following categories shall comply with Subsection (F) of this Section (Allowed short-term activities):

- 1. Construction yards - On site.** On-site contractors' construction yards for an approved construction project. The construction yard shall be removed immediately upon completion of the construction project, or the expiration of the Building Permit authorizing the construction project, whichever first occurs.
- 2. Emergency facilities.** Emergency public health and safety needs/land use activities, as determined by the City Manager.
- 3. Events on sites approved for public assembly.** An event on the site of, or within, a golf course, religious facility, school, theater, meeting hall, or other similar facility designed and approved by the City for public assembly.
- 4. Fund-raising car washes.**
 - a. Car washes on property within a commercial, industrial, or institutional zoning district, limited to a maximum of 2 days per month for each sponsoring organization.
 - b. Sponsorship shall be limited to educational, fraternal, religious, or service organizations directly engaged in civic or charitable efforts, or to tax exempt organizations in compliance with 501(c) of the Federal Revenue and Taxation Code.
- 5. Garage sales.** Garage sales, not to exceed 3 per year and 2 consecutive days.
- 6. Public property or public right-of-way.** Construction and maintenance activities conducted on public property that are authorized by an encroachment permit.
- 7. Sidewalk sales.** Sidewalk sales conducted in the Central Business District.
- 8. Small events.** Events of less than 100 people and less than 2,500 SF located in the Central Business District, which don't require or include any of the following: street closures or traffic diversions, preparation of food for sale, construction of any structures (including tents), and/or the sale of alcohol or cannabis.

F. Allowed short-term activities. A Limited Term Permit may authorize the following short-term activities within the specified time limits, but in no event for more than 12 months. Other short-term activities that do not fall within the categories defined below shall instead comply with the planning permit requirements and development standards that otherwise apply to the property.

- 1. Construction yards - Off site.** Off-site contractors' construction yards, for an approved construction project. The construction yard shall be removed immediately upon completion of the construction project, or the expiration of the Building Permit authorizing the construction project, whichever first occurs.
- 2. Events.** Art and craft exhibits, carnivals, circuses, concerts, fairs, farmer's markets, festivals, flea markets, food events, open-air or drive-in theaters, outdoor entertainment/sporting events, religious revivals, rummage sales, second hand sales, swap meets, and other special events within a 12-month period for up to: (a) 7 consecutive days, (b) 4 2-day weekends, (c) 1-day event per week, or other similar event timing as determined by the Director. Events are allowed only on non-residentially zoned properties. These activities shall be referred to the Technical Advisory Committee (TAC) for a recommendation prior to action on the Limited Term Permit. **The TAC review process includes the following:**
 - a. An encroachment permit and/or proof of insurance coverage is required from the Department of Public Works for events which occur on public property or within the public right of way (streets, sidewalks, trails).
 - b. A permit from County Environmental Health may be required if food is prepared at the event.
 - c. An inspection by the Fire Marshal is required for all large tents and pavilions.
 - d. An inspection by the Building Department is required for all temporary structures.
 - e. Police Department review is required for all projects which require traffic re-routing or control.
 - f. CALTrans review is required for all projects which require traffic re-routing or control involving Main St./Hwy 1.
 - g. All events shall comply with the City's Noise Ordinance.
 - h. Recurring events with a three-year history of no issues (as determined by TAC) may apply for a 5-year Limited Term Permit, which will only require the annual renewal of insurance and completion of renewal form.
- 3. Location filming.** The temporary use of a specific site for the location filming of commercials, movies, videos, etc., for the time specified by the Director, but not to exceed 12 months. This activity shall be referred to the Technical Advisory Committee (TAC) for a recommendation prior to action on the Limited Term Permit.
- ~~**4. Model homes.** A model home or model home complex may be authorized before the completion of subdivision improvements in compliance with the following standards:~~
 - ~~a. The sales office and any off-street parking shall be converted back to residential use and/or removed before the issuance of the Final Occupancy Permit or within 14 days from the sale of the last parcel in the subdivision, whichever first occurs.~~
 - ~~b. The model home complex shall be used to sell only units within the subdivision within which the complex is located.~~
 - ~~c. Model home permits will be finalized and the model homes will be allowed to be open to the public only after all subdivision improvements are completed and accepted by the City.~~
 - ~~d. Model home sign permits will be issued only after all subdivision improvements are completed and accepted by the City.~~

~~e.—The review authority may require other conditions of approval deemed necessary to protect the public health, safety, and general welfare of persons residing or working in the neighborhood.~~

5. Seasonal sales lots. Seasonal sales activities (e.g., Halloween, Thanksgiving, Christmas, etc.) including temporary residence/security trailers, on nonresidentially zoned properties, for up to 30 days. These activities shall be referred to the Technical Advisory Committee (TAC) for a recommendation prior to action on the Limited Term Permit.

~~6.—Temporary occupancy during construction.~~

~~a.—Major development projects.~~ Temporary structures and property may be used during the construction phase of an approved major development project (e.g., residential projects with 5 or more dwelling units or any commercial or industrial project). The structures or property may be used as a temporary residence, offices or for the storage of equipment and/or tools, provided the temporary structures are located within the City.

~~b.—Minor development projects.~~ An existing dwelling unit or a temporary structure and property may be used during the construction phase of an approved minor development project (e.g., residential projects with 4 or fewer dwelling units). The structure or property may be used as a temporary residence, an office, or for the storage of equipment and/or tools.

~~c.—Appropriate conditions.~~ The permit shall contain reasonable and necessary conditions regarding the following matters:

~~i)—Provisions for adequate ingress and egress.~~

~~ii)—Provisions for the work to be performed on site.~~

~~iii)—Provisions for the storage of asphalt, concrete, and dirt at designated sites within the subject property; provided the applicant furnishes a schedule, acceptable to the Director, for the periodic disposal or recycling of these materials.~~

~~iv)—Provisions designed to minimize potential conflicts between the work to be performed on site and the ordinary business and uses conducted within the City.~~

~~d.—Length of permit.~~ The permit may be approved for up to 12 months following the issuance of the companion Building Permit, or upon completion of the subject development project, whichever first occurs.

~~e.—Extension of permit.~~ The permit may be extended by the Director if a written request for extension is submitted at least 14 days before expiration of the permit and reasonable reasons are provided by the applicant to justify the requested extension (e.g., the delay was caused by reasons beyond the control of the applicant). The permit may be extended for up to an additional 12 months.

~~f.—Condition of site following completion.~~ All temporary structures and related improvements shall be completely removed from the subject site following expiration of the Limited Term Permit or within 30 days of completion of the development project, whichever first occurs.

7. Temporary real estate sales offices. A temporary real estate sales office may be established within the area of an approved subdivision, solely for the first sale of homes. An application for a temporary real estate office may be approved for a maximum of 12 months from the date of approval.

8. Temporary structures. A temporary classroom, office, or similar structure, including a manufactured or mobile unit, may be approved for a maximum of 12 months from the date of approval, as an accessory use, **during a construction project**, or as the first phase of a development project.

~~**9. Temporary work trailers.** A trailer or mobile home may be used as a temporary work site for employees of a business; provided, that:~~

~~a. The use is authorized by a Building Permit for the trailer or mobile home, and the Building Permit for the permanent structure;~~

~~b. The use is appropriate because:~~

~~i) The trailer or mobile home will be in place during construction or remodeling of a permanent commercial or manufacturing structure for a maximum of 12 months, or upon expiration of the Building Permit for the permanent structure, whichever first occurs; or~~

~~ii) The applicant has demonstrated that the temporary work site is a short-term necessity for a maximum of 12 months, while a permanent work site is being obtained; and~~

~~c. The trailer or mobile home is removed before final building inspection or the issuance of a certificate of occupancy for the permanent structure.~~

10. Similar temporary activities. A temporary activity that the Director determines is similar to the other activities listed in this Subsection, and compatible with the applicable zoning district and surrounding land uses.

G. Development standards. The Director shall establish the following standards based on the type of short-term activity, using the requirements of the applicable zoning district, and Articles 3 and 4 for guidance:

1. Access, floor areas, heights, landscaping, off-street parking, setbacks, signs, utilities, and other structure and property development improvements and features;
2. Measures for removal of the activity and site restoration, to ensure that no changes to the site would limit the range of possible future land uses otherwise allowed by this Development Code; and
3. Limitation on the duration of an approved “temporary structure,” to a maximum of 12 months, so that it shall not become a permanent or long-term structure.

H. Application filing and processing. An application for a Limited Term Permit shall be filed and processed in compliance with Chapter 18.70 (Permit Application Filing and Processing). The application shall be accompanied by detailed and fully dimensioned plans, architectural drawings and sketches, and data/materials identified in the Department handout for Limited Term Permits, and any applicable fees.

I. Project review, notice, and hearing.

1. **Director’s review.** Each application shall be reviewed by the Director **or designee** to ensure that the proposal complies with all applicable requirements of this Development Code.

2. No public notice or hearing required. No public notice or hearing is required before the Director's decision on a Limited Term Permit.

J. Findings and decision. A Limited Term Permit shall be approved by the Director only after the Director first finds that the requested short-term activity complies with applicable standards in this Section.

K. Post approval procedures. The procedures and requirements in Chapter 18.76 (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article 9 (Inland Land Use and Development Code Administration), shall apply following a decision on a Limited Term Permit application.

1. Condition of the site following short-term activity. Each site occupied by a short-term activity shall be cleaned of debris, litter, or other evidence of the temporary activity on completion or removal of the activity, and shall thereafter be used in compliance with the provisions of this Development Code. Performance security may be required before initiation of the activity to ensure cleanup after the activity is finished.

2. Performance security for temporary structures. Before issuance of a Limited Term Permit the applicant shall provide performance security in a form and amount acceptable to the Director to guarantee removal of all temporary structures within 30 days following the expiration of the Limited Term Permit.

(Ord. 930, § 2, passed 06-12-2017)

18.71.060 - Use Permit and Minor Use Permit

A. Purpose. A Use Permit or Minor Use Permit provides a process for reviewing uses and activities that may be appropriate in the applicable zoning district, but whose effects on a site and surroundings cannot be determined before being proposed for a specific site.

B. Applicability. A Use Permit or Minor Use Permit is required to authorize proposed land uses identified by Article 2 (Zoning Districts and Allowable Land Uses) as being allowable in the applicable zoning district subject to the approval of a Use Permit or Minor Use Permit.

C. Review authority.

- 1. Use Permits.** Use Permits shall be approved or disapproved by the Commission.
- 2. Minor Use Permits.** Minor Use Permits shall be approved or disapproved by the Director.
 - a. The Director may choose to refer any Minor Use Permit application to the Commission for hearing and decision.
 - b. A Minor Use Permit application shall only be issued if there is evidence that the project is eligible for a California Environmental Quality Act (CEQA) exemption in compliance with State law and Chapter 18.72 (Environmental Impact Assessment and Mitigation Monitoring). Projects that are otherwise eligible for a Minor Use Permit, but are not eligible for a CEQA exemption, shall be processed as a Use Permit.

D. Application filing and processing. An application for a Use Permit or Minor Use Permit shall be filed and processed in compliance with Chapter 18.70 (Permit Application Filing and Processing). The application shall include the information and materials specified in the Department handout for Use Permits, and the following information:

- 1. Fiscal and economic analysis.** An application for a big box retail project as defined in Article 10 (Definitions) shall include a fiscal and economic analysis.
- 2. Traffic study.** A traffic study shall be required for uses determined by the Director or Director of Public Works to be high trip generators.
 - a. The traffic study shall identify both cumulative and project-specific traffic impacts.
 - b. All traffic impacts shall be reduced, to the maximum extent feasible, through compliance with applicable development standards and/or conditions of approval.

It is the responsibility of the applicant to provide evidence in support of the findings required by Subsection (F) of this Section (Findings and decision).

E. Project review, notice, and hearing. Each application shall be reviewed by the Director to ensure that the proposal complies with all applicable requirements of this Development Code.

1. Use Permit.

a. Notice and hearing. The Commission shall conduct a public hearing on an application for a Use Permit before a decision on the application. Notice of the hearing shall be provided, and the hearing shall be conducted in compliance with Chapter 18.96 (Public Hearings).

2. Minor Use Permit. Before a decision on a Minor Use Permit, the public notice shall be provided ~~in compliance with Chapter 18.96 (Public Hearings), and~~ as follows:

a. Public notice. Public Notice shall be provided to property owners and businesses within 300 feet of the proposed use. The notice shall state that the Director will decide whether to approve or disapprove the Minor Use Permit application ~~on a date at an administrative hearing with a certain date, location and time specified in the notice and clarify that project opponents may attend that hearing or provide written~~

~~comments in advance of the hearing. , and that a public hearing will be held only if requested in writing by any interested person appears at before the specified date for the decision.~~

~~**b. Hearing.** When a hearing is requested, notice of the hearing shall be provided in compliance with Chapter 18.96, and the Director shall conduct the public hearing before a decision on the application in compliance with Chapter 18.96.~~

F. Findings and decision. An application for a Use Permit or Minor Use Permit may be approved subject to conditions, or disapproved by the review authority. The review authority shall approve a Use Permit or Minor Use Permit only after first finding all of the following:

1. The proposed use is consistent with the General Plan and any applicable specific plan;
2. The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this Development Code and the Municipal Code;
3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity;
4. The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the type, density, and intensity of use being proposed would not endanger, jeopardize, or otherwise constitute a hazard to the public interest, health, safety, convenience, or welfare, or be materially injurious to the improvements, persons, property, or uses in the vicinity and zoning district in which the property is located.
5. The proposed use complies with any findings required by § 18.22.030 (Commercial District Land Uses and Permit Requirements).

G. Conditions of approval. In approving a Use Permit or Minor Use Permit, the review authority may impose any conditions deemed reasonable and necessary to ensure that the approval will comply with the findings required by Subsection (F) of this Section (Findings and decision). The violation of any required condition shall constitute a violation of this Section and may constitute grounds for revocation of the permit.

H. Post approval procedures. The procedures and requirements in Chapter 18.76 (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article 9 (Inland Land Use and Development Code Administration), shall apply following a decision on an application for a Use Permit or Minor Use Permit.

(Ord. 930, § 2, passed 06-12-2017)

Chapter 18.90

Nonconforming Uses, Structures, and Parcels

Sections:

- 18.90.010 Purpose of Chapter
- 18.90.020 Definitions
- 18.90.030 Restrictions on Nonconforming Structures and Uses
- 18.90.040 Residential Exemptions
- 18.90.050 Loss of Nonconforming Status
- 18.90.060 Nonconforming Parcels
- 18.90.070 Parcels Lacking Frontage on a Public Way
- 18.90.080 Nonconforming Due to Lack of a Use Permit

18.90.010 - Purpose of Chapter

A. This Chapter provides regulations for nonconforming land uses, structures, and parcels that were lawful before the adoption, or amendment of this Development Code, but which would be prohibited, regulated, or restricted differently under the current terms of this Development Code or an amendment that changed the applicable requirements.

B. It is the intent of this Development Code to generally discourage the long-term continuance of nonconformities other than residential uses, while allowing them to exist under the maintenance and repair provisions of this Chapter. Where the Review Authority determines that a nonconformity appears to “fit well” with surrounding uses and the prevailing character of the immediate neighborhood, and where the nonconformity does not present any public health or safety issues, as determined by the Review Authority, the City may allow its continuance in compliance with this Chapter.

18.90.020 - Definitions

A. **Nonconforming parcel.** A parcel that was legally created before the adoption of this Development Code or amendment, but does not comply with the current area, width, depth, or other applicable requirements of this Development Code.

B. **Nonconforming sign.** A sign that lawfully existed before the effective date of this Development Code or amendment, but does not comply with the current sign regulations of this Development Code.

C. **Nonconforming structure.** A structure that was legally constructed before the adoption or amendment of this Development Code, but does not comply with the current setback, height limit, off-street parking, and/or other applicable requirements of this Development Code.

D. **Nonconforming use.** A use of land and/or a structure (either conforming or nonconforming) that was legally established and maintained before the adoption of this Development Code or amendment, but does not conform to the current Development Code requirements for allowable land uses within the applicable zoning district.

18.90.030 - Restrictions on Nonconforming Structures and Uses

A nonconforming land use and the use of a nonconforming structure may be continued, including transfers of ownership, provided any such continued use shall comply with the requirements of this section. See Section 18.90.040 for exceptions regarding certain residential uses and structures.

A. Nonconforming use of land.

1. **General rule.** A nonconforming use of land may be continued, provided the use shall ~~not only~~ be intensified, enlarged or increased, ~~nor~~ be extended to occupy a greater area of land than it lawfully occupied before becoming nonconforming, ~~if the business is not a nuisance (has had no code violations and no calls for service within the past three years) and if a Use Permit is approved for the expansion with the exception as noted below. in Subsection (A)(2) of this Section.~~

2. Nonconforming use ~~in a conforming structure~~. A nonconforming land use ~~within a conforming structure~~ may be expanded or replaced with ~~Minor~~ Use Permit approval, in the following manner:

- a. Expansion of use.** The nonconforming use of a portion of a structure may be expanded throughout the structure ~~and/or the parcel~~. ~~The Review Authority shall find that the non-conforming use is compatible with neighboring uses and would not adversely impact neighboring properties. All new buildings/development associated with the non-conforming use shall conform with all standards of this development code except for the use requirement; and~~
- b. Substitution of use.** The nonconforming use of a structure may be changed to another nonconforming use of ~~the same or more restricted a similar nature and impact; except that if a nonconforming use is changed to a conforming use, no nonconforming use may be resumed.~~

B. Nonconforming structure. A nonconforming structure may continue to be used in the following manner:

1. Changes to, or expansion of a structure. A nonconforming structure may be changed or expanded as follows:

- a. Nonresidential structure.** A nonconforming nonresidential or multifamily structure may be enlarged, expanded, reconstructed, or relocated, with ~~Minor~~ Use Permit approval, if the changes comply with all applicable provisions of this Development Code, provided the Review Authority first finds that the additional work is compatible with neighboring uses and would not adversely impact neighboring properties. ~~Additions that go beyond the prior building footprint may be allowed as follows: an addition that encroaches into a required setback no further than an existing nonconforming portion of the structure may be allowed; provided, that: a) the expansion is not more than 500 square feet beyond the same physical dimensions of the existing structure; or the expansion is limited to 25% of the existing structure's area, whichever is less.~~
- b. Single residential unit or multifamily.** A single residential unit or multifamily development that is nonconforming with respect to setback requirements, height limits, or other development standards may undergo interior modifications in compliance with Building Code requirements without limitation by this Chapter. Exterior modifications that go beyond the prior building footprint may be allowed as follows:
 - i) The Director may approve any addition to a nonconforming single-family dwelling where the addition complies with applicable setback requirements; and
 - ii) An addition that encroaches into a required setback no further than an existing nonconforming portion of the structure may be allowed; provided, that: a) the expansion is not more than ~~4250~~ square feet beyond the same physical dimensions of the existing structure; or b) if larger than ~~4250~~ square feet, ~~Minor~~ Use Permit approval is granted (limit to 25% larger).

2. Conversion of existing nonconforming structure to residential unit. Single residential units and/or multifamily residential development with a nonconforming residential accessory structure may be converted and/or replaced to create an accessory dwelling unit. A nonconforming residential accessory structure may be rehabilitated and expanded; provided, ~~that it complies with the relevant requirements of Section 18.40.170 accessory Dwelling Units.~~

~~a. The structure does not exceed 18 feet in height; and~~

~~b. The conversion and/or expansion complies with Subsection (B)(1)(b) of this Section.~~

3. Ordinary maintenance and repair. Any nonconforming structure may undergo ordinary maintenance and repair.

4. Seismic retrofitting and Building Code compliance. Any nonconforming structure may undergo alterations, reconstruction, or repair to reinforce unreinforced masonry or to comply with Building Code

requirements; provided, that the work is exclusively to comply with applicable earthquake safety standards and the Building Code and does not change building footprint or height.

5. A non-conforming structure may be reconstructed in the same building footprint, so long as the building is not increased in size by more than 250 square feet beyond the same physical dimensions of the prior structure; or b) if larger than 250 square feet, a Use Permit approval is granted (limit to 25% larger).

(Am. Ord. 959, § 4, passed 02-10-2020)

18.90.040 - Residential Exemptions

A. Reconstruction or replacement. An involuntarily damaged or destroyed single residential unit or multifamily nonconforming use may be reconstructed or replaced with a new structure with the same footprint, height, and number of dwelling units, in compliance with current Building and Fire Code requirements.

B. Substantial rehabilitation/renovation. Substantial rehabilitation/renovation of, and additions to an existing dwelling unit in a zoning district where residences are a nonconforming use may be allowed if they meet all development standards of the zoning district. ~~with Minor Use Permit and Design Review approval, in compliance with §§ 18.71.060 and 18.71.050. (Housing Element Program H 1.1.4)~~

~~1.—Substantial rehabilitation/renovation defined.~~ Substantial rehabilitation/renovation of an existing dwelling unit occurs when at least 25% of the floor area of the existing structure is proposed to be added to the structure and/or a Building Permit for construction valued at 50% or more of the assessed value of the structure before rehabilitation/renovation is requested.

~~2.—Protection of community and neighborhood character.~~ The Review Authority shall ensure that Minor Use Permit and Design Review approval for a substantial rehabilitation or renovation shall maintain public health, safety, and welfare, maintain neighborhood character, and encourage mixed use development.

(Am. Ord. 959, § 4, passed 02-10-2020)

18.90.050 - Loss of Nonconforming Status

A. Termination by discontinuance.

1. If a nonconforming use of land or a nonconforming use of a conforming structure is discontinued for a continuous period of 12 months or more, all rights to legal nonconforming status shall terminate.
2. The Director shall base a determination of discontinuance on evidence including the removal of equipment, furniture, machinery, structures, or other components of the nonconforming use, disconnected or discontinued utilities, or no business records to document continued operation.
3. The Director may grant ~~a Minor Use Permit to allow~~ an extension of that 12-month period for a period not to exceed an additional 12 months if the Director finds that circumstances of a significant or unusual nature prevent or have prevented the timely reestablishment of the use.
4. Once the rights to a legal nonconforming status have terminated, any further use of the site or structure shall comply with the regulations of the applicable zoning district and all other applicable provisions of this Development Code.

~~**B.—Termination by destruction.** Nonconforming status shall terminate if a nonconforming structure, or a conforming structure occupied by a nonconforming use, is involuntarily damaged or destroyed, except as provided by Section 18.90.040 for dwellings, and except as follows:~~

~~1.—If the cost of repairing or replacing the damaged portion of the structure is 75 percent or less of the assessed value of the structure immediately before damage, the structure may be restored to no more than the same size and use, and the use continued, if the restoration is started within 12 months of the date of damage and is diligently pursued to completion.~~

~~2. Minor Use Permit approval shall be required if the cost of repairing or replacing the damaged portion of the structure is more than 75 percent of the assessed value of the structure immediately before the damage, except that fair market value shall be used where a current licensed appraisal is available to the City. Minor Use Permit approval shall require a finding, in addition to those contained in 18.71.060.F. (Findings and decision), that the benefit to the public health, safety, or welfare exceeds the detriment inherent in the restoration and continuance of a nonconformity.~~

18.90.060 - Nonconforming Parcels

A. Legal building site. A nonconforming parcel that does not comply with the applicable area, width, or depth requirements of this Development Code shall be considered a legal building site if it meets at least one of the following criteria, as documented to the satisfaction of the Director by evidence furnished by the applicant.

- 1. Approved subdivision.** The parcel was created by a recorded subdivision map;
- 2. Individual parcel legally created by deed.** The parcel is under one ownership and was legally created by a recorded deed before the effective date of the zoning amendment that made the parcel nonconforming;
- 3. Variance or lot line adjustment.** The parcel was approved through the Variance procedure or resulted from a lot line adjustment; or
- 4. Partial government acquisition.** The parcel was created in compliance with the provisions of this Development Code, but was made nonconforming when a portion was acquired by a governmental entity so that the parcel size ~~is was decreased not more than 20 percent and the yard facing a public right-of-way was decreased not more than 50 percent.~~

B. Subdivision of a nonconforming parcel. No subdivision shall be approved that would increase the nonconformity of an existing parcel or any nonconforming use on the parcel.

18.90.070 - Parcel Without Frontage on a Public Way

A. Conforming parcel without frontage on a public way. A parcel without frontage on a public right-of-way, but otherwise conforming to the applicable requirements of this Development Code, may be used with ~~the approval of the Public Works Director~~ ~~Minor Use Permit approval~~, unless Article 2 would otherwise require a Use Permit.

B. Parcel with private accessways. If a private accessway was provided in conjunction with an approved subdivision map, the uses allowed in the applicable zoning district shall be considered conforming uses.

18.90.080 - Nonconforming Due to Lack of a Use Permit

A. Conformity of uses requiring a Use Permit. A use lawfully existing without the approval of a Use Permit or Minor Use Permit that would be required by this Development Code shall be deemed conforming only to the extent of its previous lawful use (e.g., maintaining the same site area boundaries, hours of operation, etc.).

B. Previous planning permits in effect. A use that was authorized by a Use Permit or Minor Use Permit but is not allowed by this Development Code in its current location may continue, but only in compliance with the original Use Permit or Minor Use Permit.

18.90.090 - Nonconforming Signs

A nonconforming sign is any permanent or temporary sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not now comply with the provisions of this Development Code.

A. General requirements. A nonconforming sign shall not be:

1. Changed to another nonconforming sign;
2. Structurally altered to extend its useful life;
3. Enlarged;

4. Re-established after a business is discontinued for 30 days; or
5. Re-established after damage or destruction to 50 percent or more of the value of the sign, or its components, as determined by the Building Official.

Any interruption in the use of a nonconforming sign that continues for 60 days or more shall be deemed to be an abandonment of the sign. Subsequent use shall comply with the regulations of this Chapter. Non-occupation or non-operation of the building or business advertised shall be deemed an interruption of the use of the sign.

B. Exceptions. An administrative exception to the requirements of Subsection A. may be granted by the Commission, provided that the Commission shall make the following findings:

1. The new proposed sign is significantly more conforming in height and/or area than the existing sign; and
2. By approving the new sign, the exception will eliminate the existing nonconforming sign.

CHAPTER 15.06

Automatic Fire Sprinkler and Alarm Systems

Section

15.06.010	Purpose
15.06.020	Definitions in general
15.06.030	Automatic fire sprinkler systems – Required
15.06.050	Exemptions and waivers
15.06.060	Annual inspection and maintenance
15.06.070	[Reserved]
15.06.080	Fire alarm systems defined and required
15.06.090	Violations

15.06.010 PURPOSE.

A. The California Fire Code, California Code of Regulations, Title 24, Part 9, 2022 Edition, as modified and amended from time to time, establishes certain standards for automatic fire extinguishing systems. A copy of the code, in its latest form, is on file in the office of the Fire Chief.

B. The purpose of this chapter is to provide regulations establishing minimum standards for automatic fire sprinkler systems where the standards are not specifically covered by the California Fire Code. Where specific standards are provided by the California Fire Code and provide a greater degree of fire protection than the provisions of this chapter, those standards shall apply. In those cases where the California Fire Code does not provide specific standards, the terms of this chapter shall apply.

C. The intent of this chapter is to apply those fire protection standards which will provide the residents and property owners of the City the greatest degree of fire protection which is reasonable under the circumstances. All buildings are subject to the provisions of this chapter.

(Ord. 990, § 2, passed 05-13-2024)

15.06.020 DEFINITIONS IN GENERAL.

Definitions contained in the California Fire Code, California Code of Regulations, Title 24, Part 9, 2022 Edition, shall apply to this chapter unless specifically amended. Whenever any of the following names or terms are used in any of the compilations adopted by reference by this chapter such names or terms shall have the following meanings:

APPEAL AUTHORITY. As defined in Chapter 1.06.

BUILDING. Any building or group of buildings that requires a sprinkler under this chapter or the California Fire Code, California Code of Regulations, Title 24, Part 9, 2022 Edition.

BUILDING PERMIT VALUATION. The value of repairs, maintenance and remodel work as determined by the Mendocino County Planning and Building Department through their plan review process. The building permit valuation will include the total of all active building permits for the building at the same location, excluding separate permits to install automatic fire sprinkler systems.

(Ord. 990, § 2, passed 05-13-2024)

15.06.030 AUTOMATIC FIRE SPRINKLER SYSTEMS – REQUIRED.

A. All new buildings shall have an automatic fire sprinkler system installed, unless specifically exempted in accordance with § 15.06.050.

B. Buildings in existence prior to the adoption of this code shall be subject to the requirements for automatic fire sprinkler systems upon the change of occupancy to a higher hazard level as defined by the Fire Marshal.

1. Existing commercial and multifamily buildings which are remodeled, added to, or altered, including maintenance and repair activities, ~~when the valuation of the cost of such work within any 36-month period exceeds \$120,000~~, shall have an automatic fire sprinkler system installed when any of the following thresholds are met:

- a) A substantial remodel that includes the removal or demolition of more than 50% of the exterior or interior weight-bearing walls, or removal of the roof structure or ceiling thereby permitting installation of overhead piping; or removal of interior tenant improvements reducing the building to a “shell” condition shall require the future build-out to comply with fire sprinkler requirements.
- b) A substantial new addition: an increase of floor area by more than 25% of the existing floor area or than 2,500 square feet, whichever is less
- c) Additions that result in additional guest rooms or dwelling units.
- d) Regardless of size, an automatic fire sprinkler system is required to be installed in any addition when the existing building is already provided with an automatic sprinkler system.
- e) All new buildings.

The sprinkler system shall be connected with the City’s water service as determined by the Director of Public Works. Roof replacement costs will not be calculated in the \$120,000 limit. The \$120,000 valuation will be determined by the Mendocino County Planning and Building Department through their plan review process and completed on the application for any building permit. The \$120,000 valuation is in 2024 dollars; the actual valuation amount shall be calculated based on the California Construction Cost Index adjustment for the year the permit is issued.

2. The Fire Marshal shall: (a) review the building permit, plans and building permit valuation at the time of the building permit application submittal; and (b) review the building permit, any applicable building permit application and plans upon any change in scope of work or modification to the building permit application to determine if the building permit ~~meets the above valuation of the proposed work and all work completed on the building for all active building permits exceeds the adjusted \$120,000~~ threshold.

3. If the building permit valuation exceeds the threshold, the Fire Marshal shall require installation of fire sprinklers per this chapter prior to approval of the building permit or final inspection.

4. A state-of-the-art fire monitoring alarm system is required for all other commercial remodels projects.

(Ord. 990, § 2, passed 05-13-2024)

15.06.050 EXEMPTIONS AND WAIVERS.

A. All 1- and 2-family dwellings and detached utility (“U” occupancy) buildings are exempted from the requirement to install automatic fire sprinkler systems. All residential projects that are exempted by Stat law are also exempted from the requirement to install automatic sprinkler systems.

B. The Fire Chief may grant exemptions for the automatic fire sprinkler system requirements for new construction by placing such conditions upon construction and/or use of the building so as to reduce the fire risk to a diminished level and by making a finding that the use of structure would present low or no fire risk. Examples:

1. Portable fire extinguisher or Class 2 standpipe installation;
2. Providing 1-hour resistive occupancy separation for equipment rooms;
3. Sprinklers undesirable because of nature of the contents in the room/area, the items being noncombustible or not exposed to other rooms/areas.

(Ord. 990, § 2, passed 05-13-2024)

15.06.060 ANNUAL INSPECTION AND MAINTENANCE.

The owner of any building in which automatic fire alarm systems or fire sprinkler systems have been installed shall have the systems inspected and maintained per NFPA 25 and shall provide a report of the inspection to the Fire Chief.

(Ord. 990, § 2, passed 05-13-2024)

15.06.070 [RESERVED].

(Ord. 990, § 2, passed 05-13-2024)

15.06.080 FIRE ALARM SYSTEMS DEFINED AND REQUIRED.

A. ***FIRE ALARM SYSTEM*** means all devices, controls, and circuits, together with the energy necessary to sound the alarm, electrically supervise the system, and activate the alarm bells, trouble bells or trouble signals.

B. Every new building shall have installed an approved, automatically operated fire alarm system designed to warn all occupants simultaneously. In addition, the Fire Chief may require that this system be monitored in the manager's quarters and/or by a supervising station as defined in NFPA 72. The Fire Chief may also require the installation of a manually operated fire alarm system.

C. All required fire alarm systems shall be installed in accordance with NFPA 72.

D. Exceptions to this section are all "U" occupancies. These exceptions do not apply to 1- and 2-family dwellings within a building that otherwise requires an alarm system (i.e., commercial occupancy below a dwelling).

(Ord. 990, § 2, passed 05-13-2024)

15.06.090 VIOLATIONS.

Failure to comply with the requirements of this chapter is hereby declared to be unlawful and a public nuisance, and shall be subject to the remedies and penalties established by Chapter 6.12.

(Ord. 990, § 2, passed 05-13-2024)



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CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Government Code Section 54956.9 City of Fort Bragg and City of Fort Bragg Municipal Improvement District No. 1 v. USA Sludge, LLC, Bryan Bartel, Ryan Process, Inc. Case No. 24CV01328