



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, January 13, 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.

When: Jan 13, 2025 06:00 PM Pacific Time (US and Canada)

Topic: City Council

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/81994194692>

*Join via audio: +1 669 444 9171 (*6 to mute/ unmute, *9 to raise hand)*

Webinar ID: 819 9419 4692

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. [24-1118](#) Proclamation for National Law Enforcement Appreciation Day

Attachments: [01-National Law Enforcement Day](#)

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

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

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

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

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

[24-1120](#) Supplemental - Public Comments for January 13, 2025 agenda

Attachments: [public comment 1.13.25](#)

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

5A. [24-1084](#) Adopt by Title Only and Waive the Second Reading of the Ordinance of the City of Fort Bragg Delegating Authority to Appoint the City Clerk to the City Manager

Attachments: [Ordinance XXX-2024 City Clerk](#)

[Public Comment -- 11325 CC Mtg. Item No. 5A City Clerk Ordinance](#)

- 5B. [24-1106](#) Adopt Resolution of the Fort Bragg Redevelopment Successor Agency Approving Recognized Obligation Payment Schedule (ROPS) 25-26 (FY 25/26; July 1, 2025 - June 30, 2026) Pursuant to Health and Safety Code Section 34177(l)
- Attachments:** [RESO ROPS FY 2025-26](#)
[Fort Bragg Amended ROPS Submission 25-26](#)
- 5C. [24-1094](#) Adopt City Council Resolution Approving Maintenance Agreement with California Department of Transportation (Caltrans) for the Installation and Maintenance of Artwork on Trash Receptacles Located Within the Caltrans Right-of-Way as Part of the Fort Bragg Art and Recycling Beautification Project
- Attachments:** [RESO Caltrans Art Maintenance Agreement](#)
[Caltrans Transportation Art Maintenance Agreement \(TAMA\) DRAFT](#)
- 5D. [24-1117](#) Accept and File Development Impact Fee Report, Utility Capacity Fee Reports and General Plan Maintenance Fee Report for Fiscal Year Ending June 30, 2024
- Attachments:** [Wastewater Capacity Fees FY 23-24](#)
[Water Capacity Fees. FY 23-24](#)
[Parking In Lieu Fees 23-24](#)
[General Plan Maintenance Fees 23-24](#)
[Detailed Trial Balance General Plan Exp](#)
- 5E. [24-1086](#) Receive and File Minutes of the March 19, 2024 Special Public Safety Committee Meeting.
- Attachments:** [Special PSCM 2024-03-19 .pdf](#)
- 5F. [24-1085](#) Receive and File Minutes of the October 18, 2023 Public Safety Committee Meeting
- Attachments:** [PSCM 2023-10-18.pdf](#)
- 5G. [24-1071](#) Approve Minutes of Special Closed Session of August 25, 2024
- Attachments:** [SCC MINS 11-25-2024](#)
- 5H. [24-1110](#) Approve Minutes of Special City Council Meeting on December 16, 2024
- Attachments:** [SCC MINS 12-16-2024](#)
- 5I. [24-1112](#) Approve Minutes Special Closed Session on October 28, 2024
- Attachments:** [SCC MINS 10-28-2024](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

8. CONDUCT OF BUSINESS

- 8A.** [24-1105](#) Receive Oral Report and Consider Adoption of Council Resolution Affirming Commitment to Non-Discrimination and Support for Immigrants in our Community

Attachments: [Oral Report Reso Supporting Immigrants](#)
[RESO Affirming Support for our Immigrants](#)

- 8B.** [24-1115](#) Receive Report, Provide Direction on the Visit Fort Bragg Committee Appointments, Adopt New Resolution and Protocols to Formalize Changes

Attachments: [Staff Report](#)
[Resolution](#)
[Visit FB Creation Original Reso 4093-2018](#)
[VFB Protocols](#)

- 8C.** [24-1093](#) Receive Report and Consider Adoption of City Council Resolution Approving the Contract With Sustainable Living Builders, Inc. for the C.V. Starr Skylight Repair Project, City Project PWP-00140; Authorizing City Manager to Execute Contract (Amount not to Exceed \$273,591.09); Categorically Exemption 15301(d)

Attachments: [Staff Report - CV Starr Skylight Repair Project](#)
[Att 1 - RESO CV Starr Skylights Repair](#)
[Sustainable Living Contract](#)
[CV Starr Skylight Project Quote - SLB](#)

9. CLOSED SESSION

ADJOURNMENT

The adjournment time for all Council meetings is no later than 10:00 p.m. If the Council is still in session at 10:00 p.m., the Council may continue the meeting upon majority vote.

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, JANUARY 27, 2025**

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on January 10, 2025.

Amber Lenore Weaver
Acting City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



City of Fort Bragg

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

File Number: 24-1118

Agenda Date: 1/13/2025

Version: 1

Status: Business

In Control: City Council

File Type: Proclamation

Agenda Number: 1A.

Proclamation for National Law Enforcement Appreciation Day

Proclamation

NATIONAL LAW ENFORCEMENT APPRECIATION DAY JANUARY 9, 2025

WHEREAS National Law Enforcement Appreciation Day was created by multiple organizations in 2015 to express gratitude for officers in the United States; and

WHEREAS, there are currently over 800,000 sworn law enforcement officers now serving in the United States, which is the highest figure ever; and

WHEREAS, National Law Enforcement Appreciation Day on January 9th is the perfect time to show officers we understand how difficult their job is and how much we appreciate their sacrifice and risk; and

WHEREAS, the health and safety of the citizens of the City of Fort Bragg is important to the happiness, prosperity and well-being of our City's families and community; and

WHEREAS, the City of Fort Bragg, California, is the proud home of 15 dedicated sworn police officers, including the Police Chief, Police Captain, three Police Sergeants and one Special Investigator, who put their lives on the line to keep our community safe; and

WHEREAS, these officers stand as leaders and teachers, educating the community about the importance of public safety; and

WHEREAS, law enforcement officers need to be shown that the difficult career path they have chosen is recognized by the people they protect and uphold the law for; and

WHEREAS, the City of Fort Bragg appreciates the extraordinary efforts and sacrifices made by our officers and their family members on a daily basis in order to protect our schools, workplaces, roadways, and homes;

NOW THEREFORE, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim January 9, 2025 as National Law Enforcement Appreciation Day in Fort Bragg and encourage the members of our community to support our local law enforcement officers.

SIGNED this 9th day of January, 2025

JASON GODEKE, Mayor

ATTEST:

Amber Lenore Weaver, Acting City Clerk
No. 01-2025





City of Fort Bragg

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Phone: (707) 961-2823
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Text File

File Number: 24-1120

Agenda Date: 1/13/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Staff Report

Agenda Number:

Supplemental - Public Comments for January 13, 2025 agenda

Weaver, Amber

From: Stacey Anderson <haywirefarm@gmail.com>
Sent: Sunday, January 12, 2025 10:13 AM
To: City Clerk
Subject: Tess

Follow Up Flag: Follow up
Flag Status: Flagged

I am writing this email hoping it will reach our city council members and whomever else needs to hear my concerns.

After watching Tess Albin-Smiths comments and the way she conducted her self during the December meeting regarding Marsha I was appalled and greatly concerned.

I believe that she should step down from her position and absolutely should not be representing our community!

I personally do not want anyone that talks or conducts themselves like that representing myself or our community.

If test does not step down, I feel that we should do the necessary steps for a recall.

Thank you for your time.

Sincerely

Stacey Anderson

4th generation resident
Owner Haywire Inc and Anderson Logging

Sent from my iPhone

Weaver, Amber

From: Tina Sutherland <tsuth7@hotmail.com>
Sent: Sunday, January 12, 2025 10:11 PM
To: City Clerk
Subject: Resignation request of Tess Albin-smith

Follow Up Flag: Follow up
Flag Status: Flagged

To City Of Fort Bragg City Council members,
My name is Tina Sutherland I was born in Fort Bragg and am a Tribal Member of the Sherwood Valley Band of Pomo Indians and a Tribal Council member of the Sherwood Valley Tribe. I am writing to request the resignation of Tess Albin-Smith for her outrageous, and untrue remarks regarding Marcia Rafanan and her position on City Council. Marcia not only is an honest, but hardworking Woman who represents Indigenous woman from every nation and she makes me proud every single day. I feel that Marcia wrongfully judged by Tess who clearly has no idea what Marcia represents or who.

Thank you, Tina Sutherland

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

Weaver, Amber

From: Robin Scaramella <robinscaramella25@gmail.com>
Sent: Sunday, January 12, 2025 1:28 PM
To: City Clerk
Subject: Public comment Jan.13

Follow Up Flag: Follow up
Flag Status: Flagged

I'm writing this letter in regards to recent remarks made against Marsha Rafanan regarding her being vice mayor. I've known Marsha for over 40 years. She is a hard worker, who has been a manager of 2 restaurants, currently working 2 jobs and raising her two kids.

Marsha is a strong minded person, anything she puts her mind to do she will do it, no one can change her mind. She is a strong advocate for the Pomo Indian tribe, she works hard as a counsel member because she cares about the people of Fort Bragg and their needs. I feel she will be a great vice Mayor, and did not deserve to have appalling and disgusting remarks about her character, that is someone who isn't qualified for the job. In closing, if I ever needed anyone to advocate for me it would be Marsha.

Thank you, Robin Scaramella

Weaver, Amber

From: Judith Valadao <j.valadao@sbcglobal.net>
Sent: Sunday, January 12, 2025 2:12 PM
To: City Clerk
Subject: Public comment for Jan. 13

Follow Up Flag: Follow up
Flag Status: Flagged

To Mayor Godeke, Vice Mayor Rafanan, Council Members, City Manager and Staff

I apologize for writing this comment at this late date but was not available for the last meeting due to being hospitalized in Santa Rosa. However, I do not think it's ever too late to speak out against bullying, insulting and downright being rude to a fellow council member. Tess Albin Smith made comments directed toward fellow council member Marcia Rafanan that should never be tolerated. This was in a public setting and was a sure sign (in my opinion) of anger and resentment directed toward Marcia Rafanan.

During her so called "apology" Tess stated she was comparing Marcia's experience to council member Lindy Peters. I believe even that statement was a farce. Her hateful statements were prewritten and I believe she intended to read it (which she did) just in case she did not get the Vice Mayor seat (which she did not). Bottom line is, she was comparing Marcia to herself not to Lindy Peters as stated in the "apology."

Tess Albin Smith appears to think very highly of herself while looking down on others. Our City does not need this type of thinking overlooking the good of ALL in the community. Tess Albin Smith should resign immediately but a person with an over exaggerated feeling of self importance will never do that. In my opinion she isn't thinking of what is best for our community as a whole but instead thinking only of her holding onto the position of council member at any cost.

Her continued presence on the council will be nothing but a distraction to the good work the city needs to accomplish, as this issue is not going away.

Judy Valadao

Weaver, Amber

From: Paula & Kathy Christensen <cleonegardensinn@yahoo.com>
Sent: Sunday, January 12, 2025 5:21 PM
To: City Clerk
Subject: Public Comment for Jan 13

Follow Up Flag: Follow up
Flag Status: Flagged

My name is Paula Christensen. I am an owner of Cleone Gardens and have been for twenty years. I'm writing in support of our new Vice Mayor, Marcia Rafanan. I have known Marcia since we were kids. I grew up with Marcia and her brothers and sisters. I've seen Marcia in many roles in our community; anyone who knows Marcia knows she is a diverse representation of our Fort Bragg residents, not only as a strong single mother but also as an honest, hard-working member of this community. She represents her tribal community in a positive, empowering way. To claim otherwise is wrong. To say that she is weak and swayed by others is laughable. She is a leader and always has been.

Tess Albin Smith was out of line in the December 9, 2024 council meeting. She showed her bigoted views against Marcia and her education, economic status, and ethnicity. This kind of hate should not be tolerated. Tess gave a half-apology by saying she apparently offended Marcia but never used the words "I'm sorry." Other than to the Mayor, by saying, "I'm sorry, Mayor." Not only did Tess offend Marcia Rafanan, but she also offended the city of Fort Bragg and the surrounding community. Tess is only sorry for getting called on the carpet for her hateful rhetoric. She has yet to give a sincere apology. Hate and ignorance should not be accepted, and Tess Albin Smith should resign!

Thank You

Weaver, Amber

From: Sherie Mottlow <bellaboobs@icloud.com>
Sent: Tuesday, January 7, 2025 6:01 PM
To: City Clerk
Subject: Public comment January 13 meeting

Dear Council members ,

As a resident of Fort Bragg, I was in disbelief watching the council meeting in Jan. What should have been welcoming of our new Council member Hockett and planning commissioner Bushnell turned into an ugly display of narcissist behaviors by two Council members.

An apology by both should happen at our next meeting.

However Tess Albin-Smith's comments and behavior were beyond acceptable. Her pre-written words and then pre-written apology at the following meeting were both ridiculous and out of touch. This is not what our community is about, and it shouldn't be represented by people with such behaviors. Tess Albin-Smith should resign. This issue will not go away and her continuing to be on Council will be nothing but a distraction for the long term when you have many important projects and plans to discuss and vote on in the future.

She must step down.

Sent from my iPhone

Thank you

Sherie Saunders Mottlow

Weaver, Amber

From: JULIE MCHENRY <juliemchenry@comcast.net>
Sent: Tuesday, January 7, 2025 3:28 PM
To: City Clerk
Subject: Public Comment for Council Meeting January 13, 2025

To: Fort Bragg City Council.

This letter is to request Tess Albin Smith to resign from the City Council. Her racist and demeaning statements directed at Council Member Marsha Rafanen is unforgivable. Tess Albin Smith should hold no position in City Government.

Thank you,

Julie McHenry

Fort Bragg

Weaver, Amber

From: gkoski2000 <gkoski2000@yahoo.com>
Sent: Sunday, January 12, 2025 11:29 AM
To: City Clerk
Subject: Public comment for January 13th

I am writing to express my concern about the statement that Tess Albin-smith had written about Marcia and read at the Dec 9th city council meeting. She had written her statement in advance criticizing Marcia about her abilities for being vice Mayor of our beautiful town. She held her previously written out statement until she feared she would not become Mayor or vice mayor, and then decided to read her previously written out statement to try to sway other council members away from voting in Marcia as vice mayor, not realizing the backlash that would follow. If the backlash had not occurred Tess would have went on like nothing had happened, and she never would have apologized, she only did so because she felt she had to save her seat on the city council. Her statement was disgusting and only meant to harm Marcia and to try to insure that Marcia would not be selected for a higher position on the council. Tess Albin-smith does not represent me or my values. her statement was hurtful and full of fallacies I would like to ask Tess Albin-smith to step down from her position on city council. Her written out statement about Marcia was self serving and an attempt to derail any chance of Marcia being vice mayor we do not need council members that are so callous, self serving and rude towards other members of the council.

Sincerely, Gary koski
Sent from my U.S.Cellular© Smartphone

Weaver, Amber

From: Celeste Fillmore <celestefillmore41@yahoo.com>
Sent: Monday, January 13, 2025 7:09 AM
To: City Clerk
Subject: Public comment for Jan 13 council meeting

Greetings

I hope this finds you well and in good spirits. The purpose of this correspondence is to respectfully demand council member Tess Albin-Smuth to resign her position and step down from being a city council member for Fort Bragg. I watched her abhorrent remarks with regard to fellow city council member Marcia Rafanan assuming the position of vice-mayor. Her remarks were uncalled for and completely unacceptable to have been said out loud during a public forum. When it comes to city matters I'd rather hear facts and not baseless opinions like hers.

Step down Tess.
Celeste Fillmore
Born and raised in Fort Bragg with Marcia.

Sent from my iPhone

Weaver, Amber

From: Anna Marie Stenberg <ams@mcn.org>
Sent: Tuesday, January 7, 2025 11:03 PM
To: City Clerk
Subject: To the city council member for the Jan 13 meeting

Dear Council members

I am appalled at the bullying and public racist, derogatory, and demeaning words used by Tess and directed at another council member at both meetings. It is obvious that Tess did not speak these words off the cuff. THEY WERE WRITTEN. That makes it even worse. Tess thought through what she was going to say. That makes it unethical and not excusable. For the good of Fort Bragg she needs to resign. Please ask her to step down. Thank you

Anna Marie Stenberg

iPhone

Munoz, Cristal

From: Lisa D Walker <feather@mcn.org>
Sent: Monday, January 6, 2025 5:53 PM
To: City Clerk
Subject: Public comment for Jan 13

Regarding December 13th's Special Meeting and Tess Albin-Smith's "apology" to Marcia Rafanan:

- 1). "Comparatively limited experience" -- how else is she going to *get* experience?! You're so out of touch with reality, that you can't even remember when there was a female Vice Mayor within the last twenty years.
- 2). Your words weren't just "Poorly worded," they were outright and blatantly racist and derogatory. How does one "richly word" those kinds of racist comments?

Tess Albin-Smith *needs to resign*. Save the City of Fort Bragg the money and just leave.

Lisa Walker, Fort Bragg, CA

++++
=====

Munoz, Cristal

From: Rachel Moilanen <moilanenrachel@gmail.com>
Sent: Monday, January 6, 2025 10:20 PM
To: City Clerk
Subject: City council

To whom it may concern,

I am a 4th generation local to Fort Bragg, CA. I went to school here with Marcia Rafanan. She is and has always been a strong, smart, and astute individual. She is a great representative of the community of Fort Bragg with morals and ethics. Our town is diverse, and while there are some with money, there are also locals that struggle. She sees that and speaks for them. She has the innate ability to gather the community together and to plan for events. In my eyes She has been a great community leader.

Tessa Albin Smith, on the other hand, is not. I can not say these things of her. Her words for Marcia were demoralizing, callous, and inaccurate. We again are a diverse community. The integrity of Fort Bragg does not have room for bullying. This behavior is deplorable, and she is not the type of person who should be seated on our city council.

I would like to ask Tess Albin Smith to resign. Her continued presence on council will only be a distraction.

Thank you for your time,
A lifelong community member,

Rachel Moilanen

Munoz, Cristal

From: Scott Taubold <staubold9818@att.net>
Sent: Sunday, January 12, 2025 1:06 PM
To: City Clerk
Subject: Public Comments city counsel meeting 1/13.

Mayor, and City Council members,

I must re-iterate that I was horrified when viewing the video of councilperson Tess Albin Smith insulting fellow councilperson Marsha Rafanen utilizing racist and demeaning statements. I was aghast considering all of Smith's previous experience with these very issues in her position on our city's council, followed by her hollow and insincere apology to councilperson Rafanen. As a previous candidate or city council, I find it unforgivable that Smith would stoop this low during an emotional outburst. Smith should hold no position in governing our already challenged City. Challenged by would-be name changers who could site this as an example of the people here that she is supposed to represent! Smith should step down and save our city the cost of reprimanding her for these inexcusable actions. Sincerely, and awaiting a petition if need-be.

Scott Taubold, Ph.D.

Munoz, Cristal

From: Sherie Mottlow <bellaboobs@icloud.com>
Sent: Tuesday, January 7, 2025 6:01 PM
To: City Clerk
Subject: Public comment January 13 meeting

Dear Council members ,

As a resident of Fort Bragg, I was in disbelief watching the council meeting in Jan. What should have been welcoming of our new Council member Hockett and planning commissioner Bushnell turned into an ugly display of narcissist behaviors by two Council members.

An apology by both should happen at our next meeting.

However Tess Albin-Smith's comments and behavior were beyond acceptable. Her pre-written words and then pre-written apology at the following meeting were both ridiculous and out of touch. This is not what our community is about, and it shouldn't be represented by people with such behaviors. Tess Albin-Smith should resign. This issue will not go away and her continuing to be on Council will be nothing but a distraction for the long term when you have many important projects and plans to discuss and vote on in the future.

She must step down.

Sent from my iPhone

Thank you

Sherie Saunders Mottlow

Munoz, Cristal

From: Sarita Colberg <srcolberg@sbcglobal.net>
Sent: Monday, January 13, 2025 2:36 PM
To: City Clerk
Subject: public comment for Jan 13th CC meeting

To whom it may concern,

Tess is out of touch with our residents, our city and seemingly reality. Her treatment of Marcia was an embarrassment to us all; her hate isn't welcome here. Even her half hearted apology was so out of touch she seemingly forgot she sat next to a female vice-mayor for two years. Tess needs to resign and let someone who is paying attention to our community take her CC seat.

Thank you,
Sarita Colberg

Munoz, Cristal

From: Tabetha Connell <connelltabetha@gmail.com>
Sent: Monday, January 13, 2025 2:55 PM
To: City Clerk
Subject: Public comment

I do not feel good about Tess Albin Smith continuing to hold a role on the City Council. I would like her to step down rather than the City pay for a recall.

I have seen Marcia work the frontlines in cleaning up a major fentanyl problem. She helped our youth in the Big Brothers Big Sisters program. As others have stated she worked with the mentally disabled. And as she herself stated "we need more for our community than just walking trails".

Marcia gives hope to those of us in the community that may not have had some of the privileges that others on city council have had. I feel that Tess spoke to a whole community of people when she put down Marcia. I am a part of that community. I am a mother. I am a worker. I don't have a lot of experience with public speaking.

Tess has spent her years on the city council and now it is time for retirement. We need fresh ideas, compassion, empathy, and people that would never say the things that were said that required an apology.

Sincerely, Tabetha Connell



City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 24-1084

Agenda Date: 1/13/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5A.

Adopt by Title Only and Waive the Second Reading of the Ordinance of the City of Fort Bragg
Delegating Authority to Appoint the City Clerk to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE OF THE CITY OF FORT BRAGG DELEGATING AUTHORITY TO APPOINT THE CITY CLERK TO THE CITY MANAGER

ORDINANCE NO. 997-2024

WHEREAS, in 1980 the voters of the City passed Measure B adopting Ordinance 534, making the position of City Clerk appointed pursuant to Government Code 36510 rather than elected; and

WHEREAS, the City Council, through this ordinance, desires to vest in the City Manager its authority to appoint the City Clerk pursuant to the Government Code 36510 and 34856.

NOW, THEREFORE, the City Council ordains as follows:

Section 1. Amendment. Section 2.08.035 (DELEGATION) of Chapter 2.08 (CITY CLERK) of Title 2 (ADMINISTRATION AND PERSONNEL) of the Fort Bragg Municipal Code is hereby added as follows:

Section 2.08.035 Delegation

Pursuant to the authority of California Government Code § 36510 and 34856 and Ordinance 364, the City Council vests the City Manager its authority to appoint the City Clerk.

Section II: Effective Date. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §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.

Section III: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held on January 13, 2025, and adopted at a regular meeting of the City of Fort Bragg held on _____ by the following vote:

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

**Jason Godeke,
Mayor**

ATTEST:

**Amber Lenore Weaver
Acting City Clerk**

PUBLISH: _____ and _____ (by summary).
EFFECTIVE DATE: _____.



City of Fort Bragg

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

File Number: 24-1106

Agenda Date: 1/13/2025

Version: 1

Status: Business

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5B.

Adopt Resolution of the Fort Bragg Redevelopment Successor Agency Approving Recognized Obligation Payment Schedule (ROPS) 25-26 (FY 25/26; July 1, 2025 - June 30, 2026) Pursuant to Health and Safety Code Section 34177(I)

RESOLUTION NO. RS XXXX

RESOLUTION OF THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 25/26 (FY 25/26; JULY 1, 2025 – JUNE 30, 2026) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(I)

WHEREAS, pursuant to Health and Safety Code section 34173(d), the Fort Bragg Redevelopment Successor Agency (“Successor Agency”) is the successor agency to the Fort Bragg Redevelopment Agency (“Agency”), acknowledged by Resolution 3559-2012 adopted on July 23, 2012; and

WHEREAS, pursuant to Health and Safety Code section 34179(a), each successor agency shall have an Oversight Board composed of seven members; and

WHEREAS, pursuant to Health and Safety Code section 34179(a), the Successor Agency maintained a local Oversight Board composed of seven members from July 23, 2012 to July 23, 2018; and

WHEREAS, pursuant to Health and Safety Code Section 34179 (j), on and after July 1, 2018 in each county where more than one oversight board was created, there shall be only one Countywide Oversight Board (Countywide OB). The Countywide OB shall be staffed by the County Auditor-Controller (CAC), by another county entity selected by the CAC, or by a city within the county that the CAC may select after consulting with the California Department of Finance (Finance); and

WHEREAS, on July 24, 2018 the Mendocino County Auditor-Controller created the Mendocino Countywide Oversight Board and designated the new countywide oversight board to be staffed by the City of Ukiah; and

WHEREAS, Health and Safety Code section 34177(l)(2), requires the Successor Agency to prepare a draft of a Recognized Obligation Payment Schedule (“ROPS”) listing outstanding obligations of the Agency to be performed by the Successor Agency; and

WHEREAS, Health and Safety Code section 34177(o) provides that each ROPS shall be forward looking to the next twelve months; and

WHEREAS, Health and Safety Code section 34177(l)(2) requires the Successor Agency to submit the draft ROPS to the Mendocino Countywide Oversight Board for approval and, upon such approval, the Successor Agency is required to submit a copy of such approved ROPS to the County of Mendocino Auditor-Controller, the California State Controller, and the State of California Department of Finance and post the approved ROPS on the Successor Agency’s website; and

WHEREAS, AB 1484 passed by the State Legislature on June 27, 2012 establishes a new schedule for submittal of a ROPS for periods subsequent to the period ending December 31, 2012; and

WHEREAS, under AB 1484 a Successor Agency is required to submit the approved ROPS for the period July 1, 2025 through June 30, 2026 to the County of Mendocino Auditor-

Controller, the California State Controller, and the State of California Department of Finance by February 1, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg Redevelopment Successor Agency does hereby resolve as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. CEQA Compliance. The approval of the ROPS through this Resolution does not commit the Oversight Board to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

SECTION 3. Approval of the ROPS. The Fort Bragg Redevelopment Successor Agency hereby approves and adopts the ROPS, in substantially the form attached to this Resolution as Exhibit A, pursuant to Health and Safety Code Section 34177, recognizing it has not been subjected to the County audit.

SECTION 4. Implementation. The Fort Bragg Redevelopment Successor Agency hereby directs City of Fort Bragg staff to submit copies of the ROPS to the Mendocino Countywide Oversight Board and upon approval to further submit copies to the County of Mendocino Auditor-Controller, the State of California Controller, and the State of California Department of Finance after the effective date of this Resolution or, if the State of California Department of Finance requests review of the ROPS prior to the effective date of this Resolution, upon approval of the ROPS by the State of California Department of Finance, and prior to February 1, 2022, and to post the ROPS on the Successor Agency's website.

SECTION 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end of the provisions of this Resolution are severable. The Oversight Board declares that the Oversight Board would have adopted Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 6. Certification. The City Clerk of the City of Fort Bragg, acting on behalf of the Successor Agency as its Secretary, shall certify to the adoption of this Resolution.

SECTION 7. Effective Date. Pursuant to Health and Safety Code section 34179(h), all actions taken by the Oversight Board may be reviewed by the State of California Department of Finance, and, therefore, this Resolution shall not be effective for three (3) business days, pending a request for review by the State of California Department of Finance.

The above and foregoing Resolution was introduced by Agency Board Member _____, seconded by Agency Board Member _____, and passed and adopted at a regular meeting of the Fort Bragg Redevelopment Successor Agency held on the 13 day of January, 2025, by the following vote:

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

JASON GODEKE
Chair

ATTEST:

AMBER WEAVER,
Successor Agency Secretary

**Recognized Obligation Payment Schedule (ROPS 25-26) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period**

Successor Agency: Fort Bragg
County: Mendocino

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 273,687	\$ 102,186	\$ 375,873
F RPTTF	212,712	41,212	253,924
G Administrative RPTTF	60,975	60,974	121,949
H Current Period Enforceable Obligations (A+E)	\$ 273,687	\$ 102,186	\$ 375,873

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Fort Bragg
Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail
July 1, 2025 through June 30, 2026

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$2,800,738		\$375,873	\$-	\$-	\$-	\$212,712	\$60,975	\$273,687	\$-	\$-	\$-	\$41,212	\$60,974	\$102,186
18	Administration & Staffing Costs	Admin Costs	12/12/1988	06/30/2037	Successor Agency	Admin & staff costs during Agency winddown	FBRA	121,949	N	\$121,949	-	-	-	-	60,975	\$60,975	-	-	-	-	60,974	\$60,974
21	2015 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	02/19/2015	09/01/2036	U.S. Bank	Annual Debt Service Payment	FBRA	2,675,289	N	\$250,424	-	-	-	212,712	-	\$212,712	-	-	-	37,712	-	\$37,712
22	Trustee Services for Bonds	Fees	02/19/2015	09/01/2036	U.S. Bank	Financial Services Contract	FBRA	3,500	N	\$3,500	-	-	-	-	-	\$-	-	-	-	3,500	-	\$3,500

Fort Bragg
Recognized Obligation Payment Schedule (ROPS 25-26) - Notes
July 1, 2025 through June 30, 2026

Item #	Notes/Comments
18	
21	
22	



City of Fort Bragg

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

File Number: 24-1094

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Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Adopt City Council Resolution Approving Maintenance Agreement with California Department of Transportation (Caltrans) for the Installation and Maintenance of Artwork on Trash Receptacles Located Within the Caltrans Right-of-Way as Part of the Fort Bragg Art and Recycling Beautification Project

One of the requirements of the Clean Cal Grant that the City has received for the Fort Bragg Art and Recycling Beautification Project is a resolution from the City, accepting maintenance responsibilities for any art located within the Caltrans right-of-way. 6 of the 75 new/renovated receptacles are located in the Caltrans right-of-way, necessitating a maintenance agreement.

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING A MAINTENANCE AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE
INSTALLATION AND MAINTENANCE OF ARTWORK ON TRASH
RECEPTACLES LOCATED WITHIN THE CALTRANS RIGHT-OF-WAY AS
PART OF THE ART AND RECYCLING BEAUTIFICATION PROJECT**

WHEREAS, the City of Fort Bragg is undertaking the Art and Recycling Beautification Project to enhance community spaces through the installation of 55 new, and the renovation of 20 existing, dual waste/recycling bins, featuring art designed by local student artists; and

WHEREAS, six (6) of these trash receptacles are to be installed or renovated within the Caltrans right-of-way; and

WHEREAS, Caltrans requires a Maintenance Agreement with the City for the installation and upkeep of artwork within its right-of-way; and

WHEREAS, the City assumes responsibility for the maintenance of the artwork on these trash receptacles to ensure their continued aesthetic and functional quality; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg hereby authorizes the City Manager, acting on behalf of the City, to enter into a Maintenance Agreement with Caltrans, substantially similar to the copy on file with the City Clerk, for the installation and maintenance of artwork on trash receptacles within the Caltrans right-of-way as part of the Art and Recycling Beautification Project; and

BE IT FURTHER RESOLVED, that the City shall indemnify Caltrans for any claims arising from actions or omissions by the City under the Maintenance Agreement.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of January, 2024, by the following vote:

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

Jason Godeke
Mayor

ATTEST:

Amber Weaver
Acting City Clerk

**TRANSPORTATION ART MAINTENANCE AGREEMENT
WITH
CITY OF FORT BRAGG**

This Transportation Art Maintenance Agreement (“AGREEMENT”) executed on and effective from _____, is made by and between the State of California, acting by and through the California Department of Transportation (“STATE”), and the City of Fort Bragg (“LOCAL AGENCY”); each may be referred to individually as a “PARTY,” and jointly as “PARTIES.”

RECITALS

1. The PARTIES desire to work together to allocate their respective obligations to the Fort Bragg Art & Recycling Beautification Project installed or painted within STATE Right of Way by Encroachment Permit No. _____. PARTIES acknowledge the Encroachment Permit Number will be added after this AGREEMENT is executed.
2. This AGREEMENT will set forth the LOCAL AGENCY's maintenance responsibilities for the Transportation Art Project (“ARTWORK”) that is installed or painted within the STATE Right of Way at/on post mile 61.27, 61.43, 61.48, 61.49, 61.54 & 61.57, as shown in Exhibit A, attached hereto.
3. Prior to execution of this AGREEMENT, the author(s) of ARTWORK executed a written agreement conveying to STATE a) a waiver of any and all rights in the ARTWORK under 17 U.S.C. section 106A and related laws, b) physical ownership of and right to possess the ARTWORK, and c) a nonexclusive license to reproduce and use the ARTWORK for non-commercial purposes. This written agreement between STATE and the author(s) of ARTWORK was executed on 7/11/24.

TERMS

1. Definitions.
 - A. “AGREEMENT” means this AGREEMENT between STATE and LOCAL AGENCY along with exhibits and attachments attached during the execution of this AGREEMENT or in the future by mutual consent of the PARTIES.
 - B. “ARTWORK” means the entire Transportation Art Project installed or painted within the STATE Right of Way depicted or described in Exhibit A attached to this AGREEMENT.”

2. Agreements with Creators of ARTWORK. LOCAL AGENCY agrees, represents, and warrants that the author or authors of ARTWORK executed a written agreement, in a form approved by STATE, conveying to STATE a) a waiver of any and all rights in the ARTWORK under 17 U.S.C. section 106A and related laws, b) physical ownership of and right to possess the ARTWORK, and c) a nonexclusive license to reproduce and use the ARTWORK for non-commercial purposes. LOCAL AGENCY shall be solely responsible for any damages (including exemplary and punitive damages) arising from its breach of and/or failure to fully comply with this provision of the AGREEMENT.
3. Maintenance Obligation and Standards. LOCAL AGENCY shall have the obligation to maintain the ARTWORK in accordance with this AGREEMENT so long as the ARTWORK exists in any form and in any condition. LOCAL AGENCY shall perform all maintenance of the ARTWORK in compliance with terms of the AGREEMENT, the standards set forth in California Streets and Highways Code section 27, and in accordance with all other applicable California laws, regulations, and standards, including the STATE's Project Development Procedures Manual (PDPM), Chapter 29, Transportation Art, STATE's Maintenance Manual, policies, procedures, and specifications in effect as of the execution of this AGREEMENT and as subsequently amended. The obligation to maintain the ARTWORK shall include routine inspections of the ARTWORK and the maintenance, repair, and cleaning of the ARTWORK, as well as the restoration of damaged ARTWORK, graffiti removal (in accordance with the terms of this AGREEMENT), and the removal of dirt, debris, vegetation growth, and weeds surrounding or obscuring the ARTWORK (hereafter collectively referred to as "MAINTAIN/MAINTENANCE"). LOCAL AGENCY's obligation to MAINTAIN the ARTWORK is until the ARTWORK is removed consistent with the terms of this AGREEMENT.
4. Encroachment Permits. Before LOCAL AGENCY, or any of its agents, may enter STATE right of way to perform MAINTENANCE of the ARTWORK, or any MAINTENANCE within STATE's right of way in which the ARTWORK is located, LOCAL AGENCY shall have applied for and obtained, from the applicable STATE District, an Encroachment Permit in accordance with the STATE Encroachment Permit process. For the term of this AGREEMENT, LOCAL AGENCY shall obtain any encroachment permits required by law to perform the obligations under this AGREEMENT. STATE shall issue any and all encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and subcontractors, including the artist who creates the ARTWORK, shall apply for, and be issued encroachment permits to perform work within STATE's right of way, to the extent required by law. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

5. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's sole cost and expense, shall remove all graffiti from the ARTWORK. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.
6. Restoration of ARTWORK. LOCAL AGENCY, at LOCAL AGENCY's expense, shall restore damaged ARTWORK to its original condition as set forth in Exhibit A either within thirty (30) calendar days of discovery of such damage or within thirty (30) calendar days of being notified in writing by STATE, whichever is sooner. If LOCAL AGENCY is unable to or otherwise fails to restore the damaged ARTWORK by this time, STATE may provide a plan to LOCAL AGENCY which is reasonable and in good faith to perform the required operation.
7. Routine MAINTENANCE. LOCAL AGENCY shall ensure the ARTWORK is provided with adequate routine MAINTENANCE necessary to maintain a neat and attractive appearance in accordance with a schedule mutually agreed to by PARTIES. LOCAL AGENCY shall coordinate said MAINTENANCE with STATE prior to the start of any work.
8. Failure to Perform MAINTENANCE. If during the term of this AGREEMENT, LOCAL AGENCY ceases to perform the MAINTENANCE of the ARTWORK to the satisfaction of STATE as provided by this AGREEMENT, STATE will provide written notice to LOCAL AGENCY to cure the default and LOCAL AGENCY will have thirty (30) calendar days within which to effect that cure. If LOCAL AGENCY does not MAINTAIN the ARTWORK or establish a plan and schedule to do so that is acceptable to STATE, STATE may either perform the MAINTENANCE on behalf of LOCAL AGENCY at LOCAL AGENCY's expense, remove the ARTWORK at LOCAL AGENCY's sole cost and expense and restore STATE's right of way to its prior condition, or direct the LOCAL AGENCY to do so at LOCAL AGENCY's expense. LOCAL AGENCY hereby agrees to pay said STATE costs and expenses, within thirty (30) calendar days of receipt of billing by STATE.
9. Duties Upon Termination. In the event this AGREEMENT is terminated, LOCAL AGENCY shall remove the ARTWORK if STATE provides written consent for such removal and restore STATE's right of way to a safe and attractive condition compliant with all applicable laws and regulations and acceptable to STATE.
10. Additional LOCAL AGENCY Duties. During any MAINTENANCE work under this AGREEMENT, LOCAL AGENCY shall be responsible for MAINTAINING traffic operations and traffic control, including traffic lane closures as needed, to perform the MAINTENANCE in a safe and lawful manner. LOCAL AGENCY shall

be responsible for obtaining any encroachment permits required by STATE or under this AGREEMENT. LOCAL AGENCY shall be responsible for complying with any and all state laws and regulations in the performance of its MAINTENANCE duties. LOCAL AGENCY shall provide STATE's District 01 Area Maintenance Superintendent, as shown on Exhibit C, at least twenty-four (24) hours prior notice by telephone or email, before performing any maintenance services under this AGREEMENT. MAINTENANCE services shall be performed between the hours of 9:00 AM and 3:00 PM or a time otherwise authorized by STATE and may be performed on weekends and holidays if necessary.

11. Location Impacts. Except as expressly authorized in writing by STATE, LOCAL AGENCY, in performing its obligations under this AGREEMENT, shall not alter any existing freeway or highway structure or facility, nor shall it remove any landscaping within the STATE's right of way to MAINTAIN or alter the ARTWORK.
12. Costs and Expenses Borne by LOCAL AGENCY. The cost and expense of all work by or on behalf of LOCAL AGENCY shall be borne solely by LOCAL AGENCY, and no cost or expense shall be borne by STATE. STATE will not be responsible for the cost or expense of any MAINTENANCE, or any other maintenance, graffiti removal, repair, or restoration of the ARTWORK. STATE will not be responsible for any damages caused by any vandalism or accidents on the roadway. STATE shall only be responsible for its own direct actions.
13. Obligation to Remove ARTWORK. LOCAL AGENCY shall remove the ARTWORK whenever, in the opinion of STATE, it creates a maintenance, safety, or operational concern. In the event LOCAL AGENCY fails to remove the ARTWORK in a timely manner, STATE may remove the ARTWORK thirty (30) calendar days following written notification to LOCAL AGENCY, and STATE will bill LOCAL AGENCY for, and LOCAL AGENCY shall pay, all costs and expenses arising from its removal and for the restoration of STATE's right of way to their original condition. STATE reserves the right to remove the ARTWORK or alter parts thereof due to any emergency, such as, but not limited to, an immediate safety hazard to the public as determined by STATE. Removal activities may include any construction, rehabilitation, or other necessary activities affecting transportation facilities without any obligation, compensation to, or approval of LOCAL AGENCY.
14. Unsatisfactory Conditions. STATE may provide LOCAL AGENCY with timely written notice of unsatisfactory conditions that require correction by the LOCAL AGENCY. However, the non-receipt of notice does not excuse LOCAL AGENCY from performing maintenance responsibilities assumed under this AGREEMENT. STATE shall notify LOCAL AGENCY at least thirty (30) calendar days in advance of any planned work that may impact the ARTWORK. If the work required is due to a safety hazard, this notification period does not apply, and STATE will notify LOCAL AGENCY as soon as practicable of the planned or performed work.

15. Acknowledgement of Title. LOCAL AGENCY, and its agents, recognize that STATE owns the exclusive title to the ARTWORK, including but not limited to, the right physically to possess, transfer, sell, dispose of, or destroy the ARTWORK.
16. Effect on Prior Maintenance Agreements. This AGREEMENT does not supersede or replace any prior maintenance agreements between LOCAL AGENCY and STATE concerning the highways, freeways, or other STATE facilities within the STATE right of way in which the ARTWORK is placed, except to the extent those agreements concern or effect the ARTWORK or the purposes of this AGREEMENT.
17. Encampments. If encampments belonging to Persons Experiencing Homelessness (PEH) are encountered by LOCAL AGENCY during MAINTENANCE of the ARTWORK, the LOCAL AGENCY will inform the STATE and comply with any existing agreements between STATE and LOCAL AGENCY regarding the removal of the PEH and any structures, personal property, debris, and/or other items related to the encampment that covers the location(s) shown in Exhibit A, subject to STATE's Encampment Removal Policy, MPD 1001 R1 and applicable State and Federal law. In the absence of any such agreements, STATE will determine how to proceed with the PEH and encampment(s) and communicate with LOCAL AGENCY on how to proceed with MAINTENANCE under this AGREEMENT.
18. No Third-Party Beneficiaries. This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.
19. Indemnification.
 - A. Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the extent permitted by law, STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.
 - B. Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the extent permitted by law, LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of

every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

20. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.
21. Insurance. LOCAL AGENCY and its contractors and subcontractors shall maintain in force during the term of this AGREEMENT a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming the STATE, its officers, agents, and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.
22. Termination. This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT at any time with or without cause.
23. Successors. This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.
24. Authority. Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that the individual is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. Further, on _____, the Council of the City of Fort Bragg through Resolution No. _____ approved a recommendation to accept MAINTENANCE responsibilities for the ARTWORK.
25. Amendment to Agreement. The terms of this AGREEMENT can be changed only by a formal written amendment executed by all PARTIES.
26. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

27. Electronic Signatures. Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF _____ FORT BRAGG	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Dated: _____ Mayor/Chairman	
INITIATED AND APPROVED:	
Dated: _____ City Manager	Dated: _____ Deputy District Director Maintenance District
Dated: _____	

HQ Review Required

EXHIBIT A-1

[Include (1) detailed design plans and rendering of what the final Artwork will look like once installed, and (2) plan map identifying the applicable location of the Transportation Art and shows what Artwork will look like once installed.]



EXHIBIT A-2

PM 61.27



EXHIBIT A-3
PM 61.43



EXHIBIT A-4

PM 61.48



EXHIBIT A-5 PM 61.49



EXHIBIT A-6 PM 61.54



EXHIBIT A-7 PM 61.57



EXHIBIT C

Party Representatives and Notices.

LOCAL AGENCY's Project Manager: Kevin McD~~o~~ennold
STATE's DMAC: Kristin Avila

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Name of Project Manager: Kevin McD~~o~~ennold
Address: 416 N. Franklin St.
City, Zip: Fort Bragg, 95437

STATE

Attn: Name of DMAC: Kristin Avila
Address: PO Box 3700
City, Zip: Eureka, 95502

Name of Area Maintenance Superintendent: Mike Maples
Telephone Number: 707-489-2474
Email Address: Michael.maples@dot.ca.gov



City of Fort Bragg

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Text File

File Number: 24-1117

Agenda Date: 1/13/2025

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Agenda Number: 5D.

Accept and File Development Impact Fee Report, Utility Capacity Fee Reports and General Plan Maintenance Fee Report for Fiscal Year Ending June 30,2024

City of Fort Bragg, California

Wastewater Capacity Fees Report

Fiscal Year Ended June 30, 2024



Prepared by City of Fort Bragg

City of Fort Bragg, California
Wastewater Capacity Fees
Fiscal Year Ended June 30, 2024

For purpose of compliance with California Government Code Subsection 66013(d), the following information regarding Capacity Charges is presented in connection with the City's Sewer Capacity Charge Fund:

- (1) A description of the charges deposited in the fund.

Capacity Fees - Capacity charges collected are used for the planning, design, construction or support activities of facilities in existence at the time the charge is imposed or for new facilities to be constructed in the future that are of reasonable benefit to the person(s) being charged.

SEWER CAPACITY CHARGE	\$ 3,640
------------------------------	-----------------

FY 2024:

- (2) The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund. **See statement below.**

- (3) The amount of charges collected in that fiscal year. **See statement below.**

Statement of Revenues, Expenditures, and Changes in Fund Balance

	<u>2024</u>
Revenues	
Capacity Fees	\$ 18,928
Interest Income	\$ 41,004
Total Revenues	\$ 59,932
Expenses	
Total Expenses	\$ -
Other Financing Sources (Uses)	
Transfers in	
Transfers out	
Total Other Financing Sources & Uses	\$ -
Revenues Over (Under) Expenses	\$ 59,932
Beginning Fund Balance as of 07/01/2023	\$ 776,319
Ending Fund Balance as of 06/30/2024	\$ 836,251

City of Fort Bragg, California
Wastewater Capacity Fees
Fiscal Year Ended June 30, 2024

(4) An identification of all of the following:

- (A) Each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used.
- (B) Each public improvement on which charges were expended that was completed during that fiscal year.

No fees were expended in the fiscal year ended June 30, 2024.

- (C) Each public improvement is anticipated to be undertaken in the following fiscal year.

Sewer Collection System Condition Assessment (in current CIP)

- This is a planning document that assesses future sewer improvements system-wide.
- The estimated cost is \$750,000 and is scheduled to be undertaken in FY 2024 and is budgeted for in.

(5) A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public improvements on which the transferred moneys are, or will be, expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan.

No interfund transfers or loans were made during the fiscal year utilizing these funds.

City of Fort Bragg, California

Water Capacity Fees Report Fiscal Year Ended June 30, 2024



Prepared by City of Fort Bragg

City of Fort Bragg, California
Water Capacity Fees
Fiscal Year Ended June 30, 2024

For purpose of compliance with California Government Code Subsection 66013(d), the following information regarding Capacity Charges is presented in connection with the City's Water Capacity Charge fund:

- (1) A description of the charges deposited in the fund.

Capacity Fees - Capacity charges collected are used for the planning, design, construction or support activities of facilities in existence at the time the charge is imposed or for new facilities to be constructed in the future that are of reasonable benefit to the person(s) being charged.

FY 2024:

WATER CAPACITY CHARGE	\$ 4,631
------------------------------	-----------------

- (2) The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund. **See the statement below.**
- (3) The amount of charges collected in that fiscal year. **See the statement below.**

Statement of Revenues, Expenditures, and Changes in Fund Balance

	FY 2024
Revenues	
Capacity Fees	\$ 20,600
Interest Income	35,069
Total Revenues	\$ 55,669
Expenses	
Total Expenses	\$ -
Other Financing Sources (Uses)	
Transfers in	
Transfers out	
Total Other Financing Sources & Uses	\$ -
Revenues Over (Under) Expenses	\$ 55,669
Beginning Fund Balance as of 07/01/2023	\$ 670,789
Ending Fund Balance as of 06/30/2024	\$ 726,458

City of Fort Bragg, California
Water Capacity Fees
Fiscal Year Ended June 30, 2024

(4) An identification of all of the following:

- (A) Each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used.
- (B) Each public improvement on which charges were expended that was completed during that fiscal year.

There were no expenditures of Water Capacity Fees during Fiscal Year 2024. These funds have been reserved and are planned for use in Fiscal Year 2024/25. Please refer to the details below for the intended allocation and project scope.

- (A) Each public improvement that is anticipated to be undertaken in the following fiscal year.

Water Treatment Plant Overhaul (in current CIP)

- Overhaul the City's Water Treatment Plant to replace filters and clarifiers initially installed in 1998 and 2006. The overhaul would also include increasing the filter to waste pipe size, replacing filter media, filter underdrain, filter wash system, clarifier media, manifold, water inlet headers, and sandblasting and painting the units. The estimated cost is \$11,002,000, design completed and construction in FY 24/25.
- Accumulated revenue of \$55,669 and available reserves would be contributed towards funding the project. Accumulated Water Enterprise funds collected from water use rates for capital funding and other sources will provide the funding to complete the project.

(B) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

(5) A description of each interfund transfer or loan made from the capital facilities fund. In the case of an inter-fund transfer, the information provided shall identify the public improvements on which the transferred money are, or will be, expended. In the case of an interfund loan, the information shall include the date on which the loan will be repaid and the rate of interest that the fund will receive on the loan.

No interfund transfers or loans were made during the fiscal year utilizing these funds.

City of Fort Bragg, California

Development Impact Fees Report Parking In-Lieu Fees Fiscal Year Ended June 30, 2024



Prepared by City of Fort Bragg

City of Fort Bragg, California
Development Impact Fees Report
Parking-In-Lieu Fees
Fiscal Year Ended June 30, 2024

For purpose of compliance with California Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented in connection with the City’s Parking I-Lieu fund:

(A) A brief description of the type of fee in the account or fund.

Parking In-Lieu Fee – The Parking In-Lieu Fee was established to provide flexibility for property owners in the Central Business District. Property owners can pay the fee instead of developing on-site parking which would otherwise use a significant amount of land and have a high cost to build. The Parking In-Lieu Fees allow for shared parking, better urban design, more flexible and effective land use, historic building reuse and economic development.

(B) The amount of the fee.

The Parking In-Lieu fee was temporarily waived effective October 22, 2012. The waiver has been extended annually since that time and continues in effect.

(C) The beginning and ending balance of the account or fund. See statement below.

(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures, and Changes in Fund Balance

	2024
Revenues	
Parking Fees	\$ -
Interest Income	1,852
Total Revenues	\$ 1,852
Expenses	
Total Expenses	\$ -
Other Financing Sources (Uses)	
Transfers in	-
Transfers out	-
Total Other Financing Sources & Uses	\$ -
Revenues Over (Under) Expenses	\$ 1,852
Beginning Fund Balance as of 07/01/2023	\$ 35,766
Ending Fund Balance as of 06/30/2024	\$ 37,618

City of Fort Bragg, California
Development Impact Fees Report
Parking-In-Lieu Fees
Fiscal Year Ended June 30, 2024

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures in FY 2023.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Currently, there are no plans for the use of the balance of funds in the parking fund. The City did undertake a Parking Study in FY 2024, funded by a Grant.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

In 2012 the balance of the parking-in-lieu fees was transferred to a fund called "parking".

(H) The amount of the refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

City of Fort Bragg, California

General Plan Maintenance Fees Report Fiscal Year Ended June 30, 2024



Prepared by City of Fort Bragg

City of Fort Bragg, California
General Plan Maintenance Fund
Fiscal Year Ended June 30, 2024

For informational purposes the following information is presented in connection with the City's General Plan Maintenance fund:

A brief description of the type of fee in the account or fund:

General Plan Maintenance Fee – The purpose of the General Plan Maintenance fee is to cover the costs reasonably necessary to prepare and revise the plans and policies that the City is required to adopt before it can make any necessary findings and determinations.

The amount of the fee:

FY 2023/24: General Plan Maintenance Fee: 0.53% of total Valuation.

AB 2936 was amended and is outlined in California Government Code Section 66014. The City Council instructed staff to thoroughly assess and document the foundation for a modified General Plan Maintenance Fee, ensuring it aligns with the reasonable cost estimates for the necessary preparation and revision of plans and policies required by a local agency. During this analysis, the City temporarily suspended the collection of the General Plan Maintenance Fee through Resolutions 4314-2020, with extensions through Resolutions 4398-2021 and 4471-2021. In January 2023, the City Council approved a reduction in the General Plan maintenance fee from 1.5% to 0.53%.

Statement of Revenues, Expenditures, and Changes in Fund Balance

	FY 2024
Revenues	
General Plan Maintenance Fees	\$ 30,974
Interest Income	8,324
Total Revenues	\$ 39,299
Expenses	11,153
Total Expenses	\$ 11,153
Other Financing Sources (Uses)	
Transfers in	\$ -
Transfers out	\$ -
Total Other Financing Sources & Uses	
Revenues Over (Under) Expenses	\$ 28,145
Beginning Fund Balance as of 07/01/2023	\$ 147,081
Ending Fund Balance as of 06/30/2024	\$ 175,226

City of Fort Bragg, California
General Plan Maintenance Fund
Fiscal Year Ended June 30, 2024

The Fees were expended to pay consultant time spent developing, reviewing, and revising the Inland General Plan, the Local Coastal Program Amendment, updates to the Inland Land Use and Development Code (Title 18 of the Municipal Code), and other related ordinances of the Municipal Code.

A detailed list of staff time and vendor transactions is attached to this report as attachment A.

For the fiscal year 2024, updates to the City's General Plans and other City plans and policies included the following:

- The City of Fort Bragg hired a consultant, Marie Jones Consulting (MJC), to complete MJC also worked on the Fire Sprinkler Ordinance, the Building Code Update Ordinance, the Business License Tax Fee, and Initiatives to bring affordable housing to Fort Bragg. She provided assistance with amendments to the City's Mobile Vending Vehicle policy and worked on Housing Element implementation to update the Vacant Parcels Workbook.
- MJC prepared the Local Coastal Plan Amendment for submission to the California Coastal Commission to update the Local Coastal Program with the new Inland downtown parking ordinance for the elimination of parking minimums in the Central Business District.
- MJC to complete Inland zoning code amendments adding the following new ordinances to the ILUDC: Urban Lot Split Ordinance, and Urban Unit Development Ordinance. These ordinances will also be adopted into the Local Coastal Program as part of an LCP update.
- Additionally, Marie Jones Consulting prepared amendments to the Tiny Homes Ordinance, the Planned Unit Development Ordinance, and the Accessory Dwelling Unit Ordinance of the ILUDC. These ordinances will also be adopted into the Local Coastal Program as part of an LCP update.
- MJC completed a new Tiny Home Communities Ordinance and an Outdoor Dining Ordinance for inclusion into the ILUDC and the LCP.
- Her work also included the preparation of an MND for Outdoor Dining, Tiny Home Communities & Planned Unit Development ordinances.
- Finally, MJC completed an LCP amendment to rezone 113 acres of the former Mill Site to a mix of Parks and Recreation, Medium Density Residential, and Public Facilities zoning. This rezone was for property owned by the City, Noyo Center, and Sherwood Valley Band of Pomo.

General Ledger

Detailed Trial Balance



User: IWhippy
 Printed: 01/10/2025 - 10:25AM
 Period: 01 to 13, 2024
 Include: Expense
 Account From: 116
 Account To: 116

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
116	General Plan Maint Fee Fund					
EXPENSE						
116-0000-0309	Interfund Cost Reimbursement	0.00				
12/31/2023 GL 6 198	FY24 Q1-2 Gen Plan Maint Fees Cost Reimburse - s			304.80	0.00	
2/16/2024 AP 8 97	MJConsul - MARIE JONES CONSULTING Ck# 14000			1,923.75	0.00	
2/16/2024 AP 8 97	MJConsul - MARIE JONES CONSULTING Ck# 14000			1,957.50	0.00	
2/16/2024 AP 8 97	MJConsul - MARIE JONES CONSULTING Ck# 14000			5,906.25	0.00	
6/30/2024 GL 12 208	FY24 Q3 - Q4 General Plan Maintenance Fees Cost			424.95	0.00	
116-0000-0309 Totals:	Var: -10,517.25	0.00	0.00	10,517.25	0.00	10,517.25
116-0000 EXPENSE Totals:		0.00	0.00	10,517.25	0.00	10,517.25
116-7999	Transfers between funds					
116-7999-0799	Transfer to Other Funds	0.00				
116-7999-0799 Totals:		0.00	0.00	0.00	0.00	0.00
116-7999 EXPENSE Totals:		0.00	0.00	0.00	0.00	0.00
EXPENSE Totals:		0.00	0.00	10,517.25	0.00	10,517.25
116 Totals:		0.00	0.00	10,517.25	0.00	10,517.25
Report Totals:		0.00	0.00	10,517.25	0.00	10,517.25



City of Fort Bragg

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

Text File

File Number: 24-1086

Agenda Date: 1/13/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5E.

Receive and File Minutes of the March 19, 2024 Special Public Safety Committee Meeting.



City of Fort Bragg

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

Meeting Minutes Public Safety Committee

Tuesday, March 19, 2024

4:00 PM

Town Hall, 363 N. Main Street

SPECIAL MEETING

MEETING CALLED TO ORDER

Meeting Chair Norvell opened the meeting at 4:01 PM.

ROLL CALL

Present: 1 - Bernie Norvell

Absent: 1 - Lindy Peters

1. APPROVAL OF MINUTES

1A. [24-592](#) Approve Minutes of the Public Safety Committee Meeting October 18, 2023.

Chair Norvell requested minutes to be added to next regular meeting when a full committee be present.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public comment heard from Ron White.

3. CONDUCT OF BUSINESS

3A. [24-645](#) Receive Input on the Proposed City of Fort Bragg Emergency Operations Plan

Police Chief Cervenka initiated the agenda item by stating that he wanted to recognize Captain O'Neal from the Police Department for taking the initiative on preparing the Emergency Operations Plan for the City of Fort Bragg.

Captain O'Neal introduced the proposed plan as being put together to reflect the City of Fort Bragg needs with guidance from FEMA's CPG-101 format. Captain O'Neal continued with the breakdown of the sections within the plan.

Public Comments made by:
Jacob Patterson
Jenny Shattuck

3B. [24-646](#) Receive Input on the Emergency Operations Center Exercise

Captain O'Neal began by stating that the City has not done an exercise in quite a while. He explained that by conducting this exercise the City will accomplish mainly two things which are: enacting the Emergency Operations Plan, and be in accordance with the Homeland Security Exercise Evaluation Protocols (HSEEP). Captain O'Neal continued to describe the exercise elements which will be included.

Chairman Norvel agreed with Captain O'Neal's explanation of the planned exercise and the benefits of having the exercise conducted.

4. MATTERS FROM COMMITTEE / STAFF

4A. [24-648](#) Receive Oral Update From Staff on Departmental Activities

Fire Chief Orsi gave a brief update on the new vehicles for the Fire Department and new members.

ADJOURNMENT

Chair Norvell adjourned the meeting at 4:27 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: 24-1085

Agenda Date: 1/13/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5F.

Receive and File Minutes of the October 18, 2023 Public Safety Committee Meeting



City of Fort Bragg

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

Meeting Minutes Public Safety Committee

Wednesday, October 18, 2023

3:00 PM Town Hall, 363 N. Main Street and Via Video Conference

MEETING CALLED TO ORDER

Meeting Chair Peters opened the meeting at 3:00 PM.

ROLL CALL

Present: 2 - Lindy Peters and Jason Godeke

Absent: 1 - Bernie Norvell

1. APPROVAL OF MINUTES

1A. [23-344](#) Approve Minutes of the Public Safety Committee Meeting June 21, 2023.

Moved by Chair Peters and seconded by Council Member Godeke that the minutes be approved as presented.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

3A. [23-345](#) Continue Discussion Regarding Skunk Train Whistle and Quiet Zone Implementation

Police Chief Cervenka presented further information regarding the implementation of a "Quiet Zone" and the estimated cost for the changes at five different intersection. The estimated cost to make the adequate changes would be about one million dollars. Other challenges would be working with Caltrans on State Road 1 and and the biggest challenge would be that the City would be financially responsible for the changes to the intersections.

An inspector from the Federal Rail Authority (FRA) has been assigned to inspect the five intersections and he will conduct the on site inspection once Congress passes a permanent budge for their department. The inspector has been in contact with the Skunk Train Management and in his opinion he believes the Skunk Train is misinterpreting the regulation regarding the usage of whistle blowing. The inspector will be following up with the the FRA legal team to further discuss the legal interpretation of the regulation on whistle blowing.

Chair Peters comments regarding the whistle blowing excessively which is the cause and concerns the local residents have. Chief Cervenka mentioned that he has contacted the General

Manager of Skunk Train and was provided the manufacturers information for the whistles that they use for the decibel rating which are at a lower end compared to freight train whistles.

Chair Peters states that until there is further information regarding the legal interpretation on the regulation we will discuss the item further. Chief Cervenka mentioned that the General Manager plans to abide by what the FRA recommends after the legal interpretation is done. Chair Peters closed the agenda item by recommending that Chief Cervenka adds the item back on the agenda once there is an update from the FRA.

3B. [23-346](#) Continue Discussion Regarding Proposed Ordinance for Vacant Property Registration

Code Enforcement Officer George Leinen reintroduced the proposed ordinance and what was changed since the last meeting. He described the changes that the City's attorney suggested making to the ordinance including having the same consideration for both residential and commercial properties. A fee scheduled was also calculated for the ordinance by the City's Finance Department.

Code Enforcement Officer Leinen answered a question that has been brought up by many which was how the ordinance was going to be implemented and his response was that the public will need to be educated and informed by sending out registration packets to property owners.

Chair Peters expressed that the ordinance is solely to register vacant properties within City limits and Code Enforcement Officer Leinen affirmed that it is strictly only for vacant properties. Chair Peters commented that this ordinance will be a great incentive to property owners so that they sell the property to someone who will vacate and lower the housing crisis and bring in money to the City.

Chair Peters recommended to move the agenda item to City Council for further discussion.

Public Comments made by:

Paul Clark

Jenny Shattuck

3C. [23-347](#) Discuss Electrical Bicycles and Other Types of Mobility Devices Speeding on the Coastal Trail

Chief Cervenka began by stating that the Police Department has been spending more time at all points of the trail to gather data regarding speeders on the trail. Chief Cervenka went on to inform that if we were to compare the number of users on the trail versus the number of complaints is skew. There have been very few reports or complaints of people riding poorly on the trail the previous complaints made were regarding the same person who repeatedly went too fast on the trail which was caught and counseled on his behavior.

Chief Cervenka explained the challenges in implementing speed limits on a non roadway. He mentioned different options available to consider in order to prevent any further complaints or incidents involving reckless users. Chair Peters commented on possibly placing additional signage on the trail on the other had Chief Cervenka expressed his concern that unless the sign is related to an enforceable law then a sign should not be added. Chief Cervenka continued to state that an alternative to signage could be painting a short message on the roadway on the trail that would catch the attention of all users. Chief Cervenka will be conducting more research regarding painting on the roadway and will inform the committee at a later date.

Public comment made by:
Jenny Shattuck

4. MATTERS FROM COMMITTEE / STAFF

4A. [23-348](#) Receive Oral Update from Staff on Departmental Activities

Fire Chief Orsi updated the committee on the new fire engine and rescue truck that are still on order. He stated that luckily they are not in dire need of the new vehicles but they were ordered to replace their older vehicles. Chief Orsi commented on a previous agenda item that was discussed in the June committee meeting and will be forwarded to City Council for discussion. He ended by stating that on November 4th the Fire Department will be holding a celebration of life for his father with a procession from Wall Street to the Fire Station.

Police Chief Cervenka began by providing an update on future personnel joining the Department. He briefly commented on attending the COPS WEST Training Event to introduce the Ford Lightning E-Truck to other agencies that attended the same event. Chief Cervenka closed his remarks by reminding the community that there will be a Trunk-or-Treat event at CV Starr Center on Halloween for all the kids that would like to attend.

ADJOURNMENT

Chair Peters adjourned the meeting at 4:05 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: 24-1071

Agenda Date: 1/13/2025

Version: 1

Status: Business

In Control: Special City Council

File Type: Committee Minutes

Agenda Number: 5G.

Approve Minutes of Special Closed Session of August 25, 2024



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, November 25, 2024

4:30 PM Town Hall, 363 N Main Street and Via Video Conference

SPECIAL CLOSED SESSION

CALL TO ORDER

Mayor Norvell called the meeting to order at 4:32 PM.

ROLL CALL

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

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were made by Jacob Patterson.

2. CLOSED SESSION

Mayor Norvell recessed the meeting at 4:34 PM; the meeting reconvened to Closed Session at 4:36 PM.

2A. PUBLIC EMPLOYEE EVALUATION/ DISCIPLINE/ DISMISSAL/ RELEASE
Title: City Clerk
Pursuant to California Government Code 54957(b)

2B. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6:

City Negotiator: City Attorney
Unrepresented Employee: City Manager

ADJOURNMENT

Mayor Norvell adjourned the meeting at 4:55 PM.

BERNIE NORVELL, MAYOR

AMBER LENORE WEAVER, Acting 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: 24-1110

Agenda Date: 1/13/2025

Version: 1

Status: Business

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5H.

Approve Minutes of Special City Council Meeting on December 16, 2024



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, December 16, 2024

4:00 PM City Hall, 363 N Main Street and Via Video Teleconference

Special Meeting

CALL TO ORDER

Mayor Godeke called the meeting to order at 4:00 PM

ROLL CALL

Present: Councilmembers Hockett, Albin-Smith, Vice Mayor Rafanan, and Mayor Godeke

Absent: Councilmember Peters

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

Public Comments were made by:

- (1) Verna Escola, Bernadette, Jenny Shattuck, Ron White, Gabriel Quinn Maroney, and Gary Crosby.
- (2) None.
- (3) Albin-Smith.

2. COMMENTS FROM COUNCILMEMBERS

All present council members provided comments. Council Member Albin-Smith issued a formal apology for remarks made during the previous meeting.

3. CONSENT

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

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

- 2A.** Adopt City Council Resolution Authorizing City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transaction and Use Tax
- 2B.** Adopt City Council Resolution of City of Fort Bragg Authorizing Examination of Sales or Transactions and Use Taxes Records Resolution for Examination of

Confidential Records

ADJOURNMENT

Mayor Godeke adjourned the meeting at 4:20 PM

JASON GODEKE, Mayor

AMBER LENORE WEAVER Acting 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: 24-1112

Agenda Date: 1/13/2025

Version: 1

Status: Business

In Control: Special City Council

File Type: Minutes

Agenda Number: 5I.

Approve Minutes Special Closed Session on October 28, 2024



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, October 28, 2024

4:30 PM

Town Hall, 363 N Main Street

SPECIAL CLOSED SESSION

CALL TO ORDER

Mayor Norvell called the meeting to order at 4:32 PM

ROLL CALL

Present: 5- Albin-Smith, Peters, Rafanan, Vice Mayor Godeke, and Mayor Norvell

2. PUBLIC COMMENTS ON: CLOSED SESSION ITEMS

None.

3. CLOSED SESSION

Mayor Norvell recessed the meeting at 4:33 PM; the meeting reconvened to Closed Session at 4:38 PM.

2A.

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

Mayor Norvell reconvened the meeting to Open Session at 6:15 PM. and City Attorney Baron reported that no reportable action was taken on the Closed Session items

ADJOURNMENT

Mayor Norvell adjourned the meeting at 6:05 PM

JASON GODEKE
Mayor

AMBER LENORE WEAVER
Acting 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: 24-1105

Agenda Date: 1/13/2025

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8A.

Receive Oral Report and Consider Adoption of Council Resolution Affirming Commitment to Non-Discrimination and Support for Immigrants in our Community



AGENCY: City Council
MEETING DATE: January 13, 2025
DEPARTMENT: Administration
PRESENTED BY: Peters

AGENDA ITEM SUMMARY

TITLE:

**RECEIVE ORAL REPORT AND CONSIDER ADOPTION OF CITY COUNCIL
RESOLUTION AFFIRMING COMMITMENT TO NON-DISCRIMINATION AND SUPPORT
FOR IMMIGRANTS IN OUR COMMUNITY**

THIS WILL BE AN ORAL REPORT

RESOLUTION NO. ****-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AFFIRMING COMMITMENT TO NON-DISCRIMINATION AND SUPPORT FOR IMMIGRANTS IN OUR COMMUNITY

WHEREAS, the diversity of backgrounds, perspectives and experiences of the American people—both native born and immigrants—makes our nation and communities richer and stronger; and

WHEREAS, the City of Fort Bragg has a strong tradition of embracing and welcoming individuals of diverse racial, ethnic, religious, and national backgrounds, including a large immigrant population; and

WHEREAS, fostering a relationship of trust, respect, and open communication between City officials and residents is essential to the City's mission of delivering effective public services; and

WHEREAS, many local immigrants have concerns about their safety and security; and

WHEREAS, it is the City Council's desire to ensure that its immigrant residents participate in civic life and daily activities without fear of being arrested or reported to the United States Immigration and Customs Enforcement agency; and

WHEREAS, this resolution is intended to alleviate and respond to concerns and fears in the Fort Bragg community relating to possible changes in federal immigration policy;

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

1. The City of Fort Bragg works to ensure the equal protection and treatment of all persons without discrimination on the basis of factors including but not limited to: citizenship status, race, national origin, ethnicity, age, familial status, gender identity or expression, sexual orientation, marital status, physical and intellectual abilities, religion, religious observance, political orientation, economic status, or other social status; and
2. The City of Fort Bragg has strong protections for non-discrimination in its interactions with all community members and these protections are enshrined in City practices, policies, ordinances, and resolutions, as well as in State law; and
3. The Fort Bragg Police Department's mission is to protect the safety of all members of our community, regardless of any of the aforementioned factors, including immigration status; and
4. The Fort Bragg Police Department understands that it relies upon community members to report crimes and speak to the police without fear of being arrested or reported to the United States Immigration and Customs Enforcement agency and therefore the Department works to foster trust and cooperation with Fort Bragg's immigrant community; and
5. The Fort Bragg Police Department has a long—established policy of never asking about a person's citizenship or immigration status when someone requests assistance, is stopped on the street, or is interviewed by a representative of the Department; and

6. The Fort Bragg Police Department has a long-established policy of not participating or aiding in immigration raids, sweeps, or detentions of people solely to determine their immigration status; and
7. The Fort Bragg City Council affirms its commitment to helping our town continue to thrive as a culturally diverse community where all are welcome; where all respect the life and dignity of every human being without discrimination or prejudice; and where community interactions are built upon respect and compassion for others.

The above and foregoing Resolution was introduced by _____ seconded by _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of January 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

ATTEST:

Jason Godeke
Mayor

Amber Lenore Weaver,
Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 24-1115

Agenda Date: 1/13/2025

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8B.

Receive Report, Provide Direction on the Visit Fort Bragg Committee Appointments, Adopt New Resolution and Protocols to Formalize Changes



CITY COUNCIL STAFF REPORT

TO: City Council **DATE:** January 13, 2025

DEPARTMENT: Administration Department

PREPARED BY: Isaac Whippy, City Manager

PRESENTER: Cristal Munoz, Administrative Analyst
Isaac Whippy, City Manager

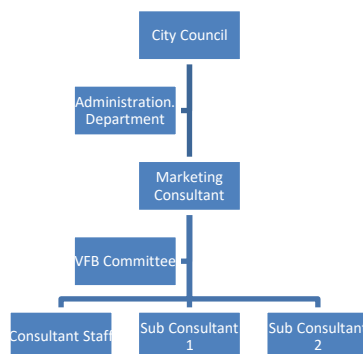
AGENDA TITLE: Receive Report, Provide Direction on the Visit Fort Bragg Committee Appointments, Adopt New Resolution and Protocols to Formalize Changes

RECOMMENDATION

Staff recommends amending the original resolution and protocols to align with the direction provided by the City Council

BACKGROUND

The purpose of the Visit Fort Bragg (VFB) Committee is to promote Fort Bragg as a travel and retail destination for the expressed purpose of increasing spending within the city, generating additional tax revenues from increased travel and retail spending, and sustaining and expanding tourism and retail income and employment within Fort Bragg. The Visit Fort Bragg Committee serves as an advisory body to the City Manager and City Council, providing recommendations on events that enhance tourism and community engagement. The committee evaluates proposals to ensure alignment with the city's goals and priorities. The Visit Fort Bragg Committee consists of five to seven community members, along with two City Council members founded on January 17, 2018, and adopting the Committee protocols (attached).



DISCUSSION AND ANALYSIS

Since the adoption of the VFB Committee protocols by the Community Development Committee (CDC) on January 17, 2018, changes to the Committee's structure have resulted in a total membership of nine, consisting of seven community members and two councilmembers.

As the new Mayor Godeke prepares to make committee appointments for the upcoming term, procedural inconsistencies related to the appointment and functioning of the VFB Committee have been identified. Specifically:

- *Committee Appointment Authority:* The original City Council resolution establishing the VFB Committee delegates the authority to appoint members to the CDC. This process is intended to be conducted through an application and selection process to ensure representation from the Fort Bragg tourism industry, with a focus on lodging.
- *Deviation from Protocols:* Since the initial appointments, current practices have not adhered to the process outlined in the original resolution. Committee appointments have been made by the entire committee and are not the same as CDC appointments.

This situation provides an opportunity to reestablish a clear and consistent appointment process. Reappointing future members in accordance with the original resolution—or through a revised resolution if necessary—would ensure that the VFB Committee is properly aligned with the Council's vision and priorities moving forward.

To address these concerns, the Council may consider two solutions:

1. **Amend the resolution and Protocols to align with current practise**

- Direct staff to amend the resolution and protocols to delegate the application and selection for appointing new VFB Committee members to the entire VFB committee subject to Brown Act voting procedures.
- Recognize the VFB Committee as a standalone committee, separate from the Community Development Committee with two City Council members serving exclusively on the VFB Committee, rather than being tied to CDC members.

2. **Adhere to the Original Resolution**

- Direct the CDC to carry out the application and selection process for appointing VFB Committee members.
- Ensure that the two City Council representatives to the VFB Committee are the same appointed members of the Community Development Committee

3. Amend the Original Resolution and Update the Appointment Process and Protocols

- Recognize the VFB Committee as a standalone advisory committee, separate from the Community Development Committee with two City Council members serving exclusively on the VFB Committee, rather than being tied to CDC members.
- Clarify the appointment process of new VFB committee members two year terms to be appointed by the City Council members on the VFB committee, allowing the Council to refresh the VFB Committee's composition as needed.

Staff seeks Council direction to resolve procedural inconsistencies related to the Visit Fort Bragg Committee and ensure compliance with applicable resolutions.

FISCAL IMPACT/FUNDING SOURCE

No fiscal impact is anticipated.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

Goal: 7 Communicate with Active Community Engagement

Promote the image of Fort Bragg: Build on the City Brand that celebrates and promotes Fort Bragg's unique identity and offerings.

ATTACHMENTS

1. VFB Protocols
2. Resolution creating VFB

NOTIFICATION:

VFB Committee

RESOLUTION NO. ____-2025

RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING THE PROCESS FOR APPOINTMENT OF VFB COMMITTEE MEMBERS

WHEREAS, the City Council has a strong desire to promote Fort Bragg as a premier travel destination; and

WHEREAS, in November 2016, voters passed Measures AA and AB increasing the Transient Occupancy Tax (TOT) from 10% to 12% and allocating 50% of the increase in TOT taxes received for promotion increasing the promotional budget from approximately \$80,000 annually to approximately \$280,000 annually; and

WHEREAS, with the increase in the available funding for marketing and promotions, public participation in the use of these funds is necessary and important; and

WHEREAS, Resolution 4093-2018 adopted in 2018, established the Visit Fort Bragg (VFB) committee and directed the appointment of the committee members through application and selection by the Community Development Committee (CDC) members; and

WHEREAS, In 2018 the CDC adopted protocols for the selection of members and management of the VFB meetings; and

WHEREAS, the Visit Fort Bragg Committee is an advisory committee to the City Council and the City Manager whose main task is assistance in the preparation, presentation, and overall strategy of an annual Marketing Plan and Budget; and

WHEREAS, the Mayor appoints the Visit Fort Bragg Committee members distinct from the Community Development Committee, with two City Council members serving exclusively on the VFB Committee, separate from the CDC.

WHEREAS, new VFB committee members should be appointed through an application and selection process made by the City Council members on the Visit Fort Bragg Committee with recommendations made by the Visit Fort Bragg Committee members.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby formally establish the the Visit Fort Bragg Committee as a standalone advisory committee separate from the Community Development Committee members and the process for appointment of committee members is approved in the VFB protocols as follows:

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 13th day of January 2025, by the following vote:

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

**JASON GODEKE
Mayor**

ATTEST:

**Amber Weaver
Acting City Clerk**

RESOLUTION NO. 4093-2018

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE FORMATION OF THE VISIT FORT BRAGG COMMITTEE

WHEREAS, the City Council has a strong desire to promote Fort Bragg as a premier travel destination; and

WHEREAS, in November 2016, voters passed Measures AA and AB increasing the Transient Occupancy Tax (TOT) from 10% to 12% and allocating 50% of the increase in TOT taxes received for promotion increasing the promotional budget from approximately \$80,000 annually to approximately \$280,000 annually; and

WHEREAS, with the increase in the available funding for marketing and promotions, public participation in the use of these funds is necessary and important; and

WHEREAS, it is recommended by the Community Development Committee to appoint a Visit Fort Bragg Committee that will meet jointly with the Community Development Committee, subject to the Ralph M. Brown Act; and

WHEREAS, the Visit Fort Bragg Committee will be an advisory committee whose main task will be to assist in the preparation, presentation and overall strategy of an annual Marketing Plan and Budget; and

WHEREAS, marketing and promotion expenditures will adopt the city-wide expenditure approval structure with expenditures less than \$5,000 approved by City Staff/Department Head; expenditures between \$5,000 to \$25,000 approved by the City Manager and expenditures over \$25,000 approved by City Council; and

WHEREAS, committee members will be appointed through an application and selection process by the Community Development Committee and will represent the Fort Bragg tourism industry with a focus on lodging, serving staggered, revolving terms.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize the formation of the Visit Fort Bragg Committee, meeting jointly with the Community Development Committee, to act as an advisory committee with a focus on the overall marketing and fiscal strategy of the City's marketing and promotions effort.

The above and foregoing Resolution was introduced by Councilmember Turner, seconded by Councilmember Cimolino, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 14th day of May, 2018, by the following vote:

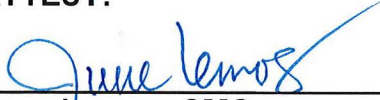
AYES: Councilmembers Cimolino, Lee, Norvell and Turner.
NOES: None.
ABSENT: Mayor Peters.
ABSTAIN: None.

RECUSED: None.



WILL LEE
Vice Mayor

ATTEST:



June Lemos, CMC
City Clerk

Visit Fort Bragg Committee Protocols

Created January 17, 2018

Amended November 19, 2019

Reviewed December 8, 2022

I. Purpose

The purpose of these protocols is to provide rules and procedures for conducting all Visit Fort Bragg Committee meetings, operations and performance of duties. Visit Fort Bragg is an advisory committee to the City of Fort Bragg; the project manager and VFB are supervised by City staff from the Community Development Department.

The purpose of the Visit Fort Bragg (VFB) Committee is to promote Fort Bragg, California as a travel and retail destination for the expressed purpose of increasing spending within the city, generating additional tax revenues from increased travel and retail spending and sustaining and expanding tourism and retail income and employment within Fort Bragg.

II. Members

- a. The VFB shall be composed of up to 9 members—7 from the community and 2 councilmembers.
- b. Members should represent a cross section of the Fort Bragg tourism sector. Ideally (but not mandatory) the Committee would be comprised of a cross-section of the sectors below. Achieving a diversity of interests should be considered when reviewing applications for membership.
 - i. Lodging with representation from both large and small establishments; branded and not branded
 - ii. Retail
 - iii. Dining
 - iv. Recreation/Attraction
 - v. Art/Culture
 - vi. Other
- c. Members are not required to reside in Fort Bragg city limits.
- d. Members may be nominated by City representatives and committee members. Members may be recommended to the committee by community members.
- e. Potential members are required to complete the current VFB Committee Membership Interest form.
- f. Members are required to complete the current VFB Committee Member Conflict of Interest Disclosure Form. The purpose of this form is to provide full transparency about committee members' interest and affiliations. The forms will be reviewed by City staff.
- g. New members must be approved by the City Council representatives on the Visit Fort Bragg Committee.
- h. If committee membership is full, the committee may consider rotating members or increasing membership.

III. Sub-Committees

All VFB committee members will be encouraged to join a subcommittee or ad hoc committee. This is not mandatory.

Members of sub-committees are not limited to VFB committee members. Sub-committees can include community members or any other person outside the VFB committee. Examples of sub-committees could include Special Events, Marketing, Website, etc.

IV. Meetings

- a. All regular meetings shall be scheduled, agenzed, conducted and posted in accordance with the City’s public meeting noticing procedures and sent to all committee members.
- b. VFB will hold bi-monthly meetings, unless rescheduled. Each meeting will be on a regular schedule at a date and time convenient to the majority of members unless otherwise noted.
- c. The regular meeting place of VFB shall be at the City of Fort Bragg Town Hall located at 363 N. Main Street or other public place as agreed.
- d. A special meeting of the VFB may be called by the Project Manager or by a majority vote of the members or by City staff.
- e. Each member of the VFB is expected to attend all regular meetings. If any member misses three consecutive meetings, that member may be eligible for removal from office with a majority vote of the Committee.

V. Financial

- a. The committee may recommend expenditures to the project manager and to City staff for consideration and discussion.

VI. Voting

- a. Voting will be subject to Brown Act voting procedures.

VII. Amendments

- a. These protocols may be amended at any time by a majority vote of the committee.



City of Fort Bragg

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

File Number: 24-1093

Agenda Date: 1/13/2025

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Approving the Contract With Sustainable Living Builders, Inc. for the C.V. Starr Skylight Repair Project, City Project PWP-00140; Authorizing City Manager to Execute Contract (Amount not to Exceed \$273,591.09); Categorically Exemption 15301(d)



AGENCY: City Council
MEETING DATE: January 13, 2025
DEPARTMENT: Public Works
PRESENTED BY: John Smith
EMAIL ADDRESS: jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Contract with Sustainable Living Builders Inc.; City Project PWP-00140; Authorizing City Manager to Execute Contract (Amount Not to Exceed \$273,591.00); and Finding the Project Exempt from CEQA under 14 CCR 15301(d)

ISSUE:

The Construction of the C.V. Starr Center began in 2006 and included the installation of a large ridge-mounted skylight above the natatorium facility. The skylight is comprised of a Fiberglass Reinforced Panel (FRP) System serving the facility as a sustainability feature. These FRPs hold a specific Resistance (R) value to prevent heat dissipation while allowing natural light transmission to replace a large-scale lighting layout that would otherwise be required. The south-facing side of this FRP System has heavily deteriorated over the years and is in need of a full replacement. Two existing panels have given way to the elements, causing persistent water infiltration, and heat dissipation. An excess of propane is required during the Fall and Winter months to heat the facility, and serious water intrusion has caused damage to electrical systems within the facility. The failure of two panels on the south side of the roof has allowed water to permeate all thirty-two (32) panels along the south side of the CV Starr Center Roof Ridge.

CV Starr Center and City Staff have made various attempts to address this issue dating back to 2019, and an emergency repair was performed by CV Starr Maintenance Staff in 2021 utilizing sheet metal to patch one of the panels. Given the current extent of the damages, the City of Fort Bragg has determined it necessary to replace the south side of the FRP Skylight System as part of the 2024 Capital Improvement Project outlay.

ANALYSIS:

On April 19, 2024, Public Works staff issued an informal request for quotes for the replacement of thirty-two (32) FRP Skylight Panels along the South Side of the CV Starr Center Roof Ridge. Due to the proprietary nature of the FRP System, this informal request for bids received no responses. The City of Fort Bragg was able to gather the necessary information from the manufacturer to assemble a formal set of bid documents, and a formal request for bids was issued on July 25, 2024. The request for bids yielded one (1) unresponsive bid from Best Roofing. The City of Fort Bragg revised the bid docs in preparation to put the project out for bid again, and a secondary formal request for bids was issued on October 3, 2024. The request for bids once again yielded one (1) unresponsive bid from Sustainable Living Builders Inc.

Pursuant to California Public Contract Code 22038 and Fort Bragg Municipal Code, Chapter 3.22. 070 "If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account, or negotiated contract without further complying with this chapter". Upon determining that no viable bids were received for this project after three separate solicitations, the City of Fort Bragg moved forward with negotiating a contract with Sustainable Living Builders Inc. to perform the scope of work outlined in the October 3, 2024 Bid Documents, and develop a maintenance plan to uphold the manufacturer warranty.

The CV Starr Skylights repair Project is listed in the City's 2024 Capital Improvement Program list with a budget of \$375,000. The City of Fort Bragg negotiated a contract with Sustainable Living Builders in the amount of \$273,591.09. This project scope consists of the replacement of thirty-two (32) FRP Skylight Panels along the South Side of the CV Starr Center Roof Ridge. The replacement of the south side of the CV Starr Center is necessary to prevent leaking and ensure the building is maintained sufficiently.

RECOMMENDED ACTION:

Accept the bid of \$273,591.09 and adopt the Resolution awarding the contract for construction to Sustainable Living Builders for the CV Starr Center Skylight Repair project and find the project exempt from CEQA under 14 CCR 15301(d).

ALTERNATIVE ACTION(S):

Refuse bid(s) and put the project out to bid again.

FISCAL IMPACT:

This project was budgeted for \$375,000 in the FY 23/24 budget. Sufficient funds are available to complete this project.

ENVIRONMENTAL IMPACT:

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

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

CONSISTENCY:

This project is consistent with General Plan Element 3 Public Facilities which is intended to identify essential public facilities, buildings, and services and to ensure that the existing and future population of Fort Bragg is provided the best feasible level of public services and infrastructure. Repair of the CV Starr ridge mounted skylight will ensure that the employees who work there have a quality work environment, reduce heating costs for the

facility, and ensure the longevity of the equipment that is stored there.

IMPLEMENTATION/TIMEFRAMES:

Start Construction - TBD

Complete Construction - TBD

ATTACHMENTS:

1. Resolution
2. Contract
3. Quote

RESOLUTION NO. _____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING CONTRACT WITH SUSTAINABLE LIVING BUILDERS INC., CITY PROJECT PWP-00140; AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$273,591.09); AND FINDING THE PROJECT EXEMPT FROM CEQA UNDER 14 CCR 15301(d)

WHEREAS, the south-facing side of the CV Starr Center Roof Ridge comprised of fiberglass reinforced paneling (FRP) is heavily deteriorated and in need of repair; and

WHEREAS, an informal request for quotes for the C.V Starr Skylight Repair Project was issued on April 19, 2024, and no quotes were received; and

WHEREAS, a formal request for bids for the C.V Starr Skylight Repair Project was issued on July 25, 2024, and one unresponsive bid was received; and

WHEREAS, a secondary formal request for bids for the C.V Starr Skylight Repair Project was issued on October 3, 2024, and one unresponsive bid was received; and

WHEREAS, legal counsel with the City Attorney resulted in negotiations with Sustainable Living Builders Inc., pursuant to the Fort Bragg Municipal Code, Chapter 3.22 section 070 which states "If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account, or negotiated contract without further complying with this chapter"; and

WHEREAS, staff has negotiated a contract with Sustainable Living Builders Inc. for the C.V. Skylight Repair Project PWP-00140; and

WHEREAS, staff has confirmed that Sustainable Living Builders Inc. has the proper license, and experience, and meets the requirements to fulfill the scope of work associated with this project; and

WHEREAS, the project was budgeted in the 2023/2024 Capital Improvement Program in the amount of \$375,000; and

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

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

1. The Sustainable Living Builders Inc. bid in the amount of \$273,591.09 meets the requirements of the Project and is considered responsive.
2. Sustainable Living Builders Inc. has the proper licenses to complete the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby accept the proposal of \$273,591.09, awarding the contract for the CV

Starr Skylights Repair Project to Sustainable Living Builders Inc. and authorizing the City Manager to execute the same (Amount Not to exceed \$273,591.09).

The above and foregoing Resolution was introduced by _____, seconded by _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of January, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Jason Godeke
Mayor

ATTEST:

Amber Weaver
Acting City Clerk

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

CONTRACT CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the CITY OF FORT BRAGG in accordance with the bid package issued by the City for the CV Starr Skylight Repairs, Project No. PWP- 00140 within ten (10) working days of receiving written notice of award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the City.

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

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 January 3, 2025, for reference purposes only, with **Sustainable Living Builders, Inc.** (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by **November 8, 2024**, for the **CV Starr Skylight Repairs Project** (“Project”) by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable laws.
- B. BID OPENING. On November 8, 2024, City representatives opened the bids for the Project and received one unresponsive bid. In accordance with California Public Contract Code Section 6611 which permits negotiations when no responsive bids are received.
- C. PROJECT PROPOSAL.
On [Date], City representatives received the lowest, responsive proposal for the Project from Sustainable Living Builders, Inc. For purposes of this agreement “bid,” “proposal,” and “quote” are used interchangeably.
- C. PROJECT AWARD. On January 13, 2025, the City Council awarded the Project to the Contractor and directed City staff to send the Contractor written notice of the award of the project. The City Council conditioned award of the project on the Contractor’s providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list.
- 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.

City of Fort Bragg
Project No. PWP-00140
Contract, Part 1

CONTRACT TERMS

The City and the Contractor agree as follows:

1. **THE WORK.** The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the **CV Starr Skylight Repairs Project** (“Work”) as shown in the Technical Specifications in accordance with 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 Sixty Five (65) 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 **Two Hundred Seventy Three Thousand Five Hundred Ninety One Dollars and Nine Cents \$273,591.09** (the “Contract Price”) as specified in the Contractor’s completed quote dated January 3, 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.

City of Fort Bragg
Project No. PWP-00140
Contract, Part 1

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.

City of Fort Bragg
Project No. PWP-00140
Contract, Part 1

- 7.2 The General Provisions, Part 2 of the Contract, and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.
 - 7.3 The Special Provisions, Part 3 of the Contract, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized representatives prior to bid opening, and change orders and other amendments to the Special Provisions signed by authorized representatives of the City and the Contractor.
 - 7.4 The Technical Specifications, addenda to the Technical Specifications signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
 - 7.5 [Section Removed]
 - 7.6 The Contractor's Quote dated January 3, 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, including, but not limited to, the Technical Specifications, 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 B or C39 license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.
13. PROJECT REPRESENTATIVES
- 13.1 The City has designated John Smith as its Project Manager to act as its Representative in all matters relating to the Contract. If Project Manager is an employee of City, Project Manager is the beneficiary of all Contractor obligations to the City including, without limitation, all releases and indemnities.
- Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the City, to accept work, and to make decisions or actions binding on the City, and shall have sole signature authority on behalf of the City.
- The City may assign all or part of the Project Manager's rights, responsibilities and duties to a construction manager or other City representative.
- 13.2 The Contractor has designated [REDACTED] 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
Project No. PWP-00140
Contract, Part 1

Executed on _____, by

CONTRACTOR

By: _____
Title: _____

[Attach Notary Acknowledgment Page]

CITY

By: Isaac Whippy
Title: City Manager

ATTEST:

By: _____
Diana Sanchez
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

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

CONTRACT, PART 2
GENERAL PROVISIONS

1. DEFINITIONS

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

- 1.1 **Architect or Engineer:** The person or persons so specified on the title sheet of the Technical Specifications.
- 1.2 **ASTM:** American Society for Testing and Materials, latest edition.
- 1.3 **[Section Removed]**
- 1.4 **Caltrans Standard Specifications:** Caltrans construction manual entitled, "State of California, Department of Transportation, Standard Specifications," latest edition.
- 1.5 **City:** CITY OF FORT BRAGG.
- 1.6 **Construction Manager:** The City's authorized representative for administration and overall management of the Project contract and Work. The Construction Manager is the official point of contact between the City, the Architect and/or Engineer, and the Contractor. The Construction Manager for this project shall be Engineering Technician, Carlos Hernandez.
- 1.7 **Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1.8 **Contract Documents:** All documents identified in Section 7 of Part 1 of the Contract.
- 1.9 **Contractor:** The successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement. Sustainable Living Builders, Inc.
- 1.10 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.11 **Project:** The CV Starr Skylight Repair Project as described in the Technical Specifications.
- 1.12 **Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the

City of Fort Bragg
Project No. PWP-00140
Contract, Part 2
General Provisions

direction of the City and shall coordinate with the Construction Manager and Architect as directed by the City in accordance with the Contract Documents.

1.13 **[Section Removed]**

1.14 **Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications.

1.15 **Technical Specifications:** The detailed Project requirements contained in Volume 3 of the Bid Package and any addenda to the Technical Specifications signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.

1.16 **Time for Completion:** The Time for Completion is the time by which the Work must be completed, as defined in the Contract, Part 1, or as modified in a writing, executed by the City and Contractor.

1.17 **Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications in accordance with the Contract Documents and applicable law.

1.18 **Written Notice:** Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal Cover Page and Bid Schedule.

2. PLANS AND SPECIFICATIONS

2.1 Documents Furnished by City. The City will furnish to the Contractor, free of charge, five (5) sets of prints of the Technical Specifications for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Technical Specifications in good order and available for review

by the Construction Manager, the Engineer, the Architect, and any other City contractors or representatives.

2.2 Ownership of Documents Furnished by City. All documents furnished by the City, including, but not limited to, the Technical Specifications, and any copies, are the property of the City. Documents furnished by the City may not to be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.

2.3 Technical Specifications.

2.3.1 The Technical Specifications are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.

2.3.2 In general, the Technical Specifications indicate qualities and methods. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.

2.3.3 Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

2.3.4 Before undertaking each portion of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. The Contractor must notify the Construction Manager and the Architect in writing as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Technical Specifications, and/or in work done by others affecting the Work. The Construction Manager will issue written instructions concerning any such apparent errors, inconsistencies, or clarifications with reasonable promptness and these shall be binding on the Contractor. If Contractor

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believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give City prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Section 11. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Construction Manager, the Contractor shall do so at its sole risk and shall have all of the obligations and the City shall have all of the rights and remedies specified in Section 11 concerning any resulting damage or defect.

- 2.3.5 The General Provisions apply with equal force to all of the Work, including extra work authorized by the Construction Manager in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Architect or Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Architect or Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Architect or Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any discrepancies or errors in shop diagrams and/or drawings submitted by

the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

3. CONTROL OF WORK AND MATERIAL

- 3.1 Construction Manager's Status. The Construction Manager will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Construction Manager. Except as otherwise provided in the Contract Documents, the Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Construction Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Construction Manager will also have the authority to require inspection or testing of the Work.
- 3.2 Architect or Engineer's Status. The Architect or Engineer will advise the Construction Manager concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Architect or Engineer will also advise the Construction Manger concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's or Engineer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect or Engineer may recommend to the Construction Manager inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.
- 3.3 Inspection and Testing of Work and Material.
 - 3.3.1 The City, the Construction Manager, the Architect or Engineer and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.
 - 3.3.2 The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Construction Manager or Architect or Engineer.
 - 3.3.3 If the Construction Manager, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Construction Manager timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Construction Manager or without the approval or consent of the Construction Manager must, if required by the Construction Manager,

be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work subject to testing that is covered up without timely notice to the Construction Manager and that is not uncovered for examination at the Contractor's Expense if required by the Construction Manager.

- 3.3.4 Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications.
 - 3.3.5 The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Construction Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.
 - 3.3.6 The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.
- 3.4 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Architect or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Architect or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Construction Manager or to such place as the Construction Manager may direct.

3.5 Materials and Substitutions.

- 3.5.1 Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.
- 3.5.2 If the Contractor submitted complete information to the Public Works Department for products proposed as equals in accordance with the Bid Package, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.
- 3.5.3. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing City facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the

expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

- 3.6 Maintenance and Examination of Records. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to the City for reference. Upon completion of the Work, Contractor shall deliver to the City, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittals; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to the City. At the completion of the Project, Contractor shall deliver all such records to the City to have a complete set of record as-built drawings.

The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be

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expended is in excess of \$10,000, this Contract shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

- 3.7 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.
- 3.8 Project Schedule. Prior to the pre-construction meeting, the Contractor shall submit a baseline schedule showing each task of Work, including, as required by the City, equipment procurement and delivery (Contractor and City supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with the City and third parties. The baseline schedule shall include the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule shall allow for the completion of the entire Work within the Time for Completion.
 - 3.8.1 City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
 - 3.8.2 Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor shall submit an updated schedule on a biweekly basis until completion of the Work. The updated schedule shall show the progress of Work as of the date specified in the updated schedule. Contractor shall provide the City with an electronic copy of each updated schedule.
 - 3.8.3 Float. The baseline schedule and all later submitted schedules shall show early and late completion dates for each task. The number of days between these dates shall be designated as "Float." The Float shall be designated to the Project and shall be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.
 - 3.8.4 Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in this section or submit a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract documents.
 - 3.8.5 Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the

Contractor. However, the Contractor will be solely responsible for determining the proper method of addressing such exceptions, and the City's review of the schedule will not create scheduling obligations for the City.

- 3.8.6 Contractor's baseline schedule and progress schedules shall be in the form of a CPM (arrow) diagram. Contractor shall provide the City with native format electronic schedules and hard copies of the baseline schedule, schedule updates, and look ahead schedules. All electronic and hard copies of the schedule that Contractor provides to the City shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
 - 3.8.7 The City has no obligation to accept an early completion date.
 - 3.8.8 The City may request a recovery schedule should Contractor fall 21 or more Days behind any schedule milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates. The recovery schedule shall show the intended critical path. If the City requests, Contractor shall also: secure and demonstrate appropriate subcontractor and supplier consent to the recovery schedule; and submit a written plan and narrative explaining on trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or subcontractors.
 - 3.8.9 If the Contractor requests an extension of the Time for Completion, it shall submit the request in a writing that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. The writing shall include this narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current schedule impact or critical path or otherwise. Any requests of an extension of the Time for Completion stemming from an alleged project delay shall be made within five (5) days of the commencement of the alleged delay, explain the reason for delay, include the anticipated length of the delay, and contain a narrative justifying the extension, in addition to the other information and schedules required by this section.
- 3.9 Construction Staking. All Work done under this Contract must be in conformance with the Project Plans and staked by the Engineer in the field. The Contractor must inform the Engineer, forty-eight (48) hours in advance, of the time and places at which he or she wishes to do work, in order that lines and grades may be furnished and necessary measurements for record

and payment made, with the minimum of inconvenience to the Engineer and delay to the Contractor.

- 3.10 Materials Testing. Materials will be tested by the CITY OF FORT BRAGG or its authorized agent, following State of California Test Methods. Statistical testing may not be used. All individual samples must meet the specified test results. Each material used must meet the specified requirements.

The Contractor must request and coordinate all testing. All tests must occur in the presence of the Project Inspector. The City will, at its sole discretion, have the right to reject any and/or all test results that do not meet this requirement, and to order a retest in the presence of the Project Inspector. The costs for all retests so ordered will be the responsibility of the Contractor. The cost of all retests will be charged to the Contractor at the actual cost plus 30 percent, with a minimum charge of \$150.00 per test to cover staff and administrative costs.

The City, at its sole expense, will provide all initial material and compaction tests. Sampling and testing will comply with Chapter 6 of the Caltrans Construction Manual, at a minimum. Where conditions vary, the City may perform additional testing. Cost for testing of materials offered in lieu of the specified materials will be the responsibility of the Contractor. Cost for R-value tests when required by the Standard Specifications will be the responsibility of the Contractor.

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

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

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

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

4. CHANGES IN WORK

- 4.1 City Directed Change Orders. The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications. Such

amendments will in no way void the agreement, but may be applied to amend the Contract Price or Time for Completion, if such amendments affect the Contract Price, the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 4.

- 4.2 Writing Requirement. Change orders and other amendments to the Technical Specifications, or other Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.
- 4.3 Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change.
- 4.4 All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the City. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order, and must provide information justifying the requested change in the Time for Completion. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, will be accomplished by the Time for Completion then in effect.
- 4.5 Change Order Pricing. Change order pricing will be governed by the following:
 - 4.5.1 Unit prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify unit prices.
 - 4.5.2 Cost impacts involving items for which no unit prices are specified will be calculated by adding the itemized actual direct cost that would be added or reduced under the change order and an allowance for indirect costs in accordance with this Section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other cost impacts for which no unit prices are specified must be itemized as appropriate, including the cost of tools, vehicles, phones and other equipment, and the cost of all required materials or supplies. Indirect costs added under a change order may not exceed an allowance of fifteen (15)

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percent of the total of combined Contractor and subcontractor direct costs added under the change order. Such allowance covers Contractor overhead and profit under the change order and includes the cost of insurance in addition to that required pursuant to Section 8.8, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order may not exceed an allowance of seven and a half (7.5) percent of the total of combined Contractor and subcontractor direct costs deducted under the change order.

- 4.6 Liability Under Unapproved Change Orders. The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 4. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.
- 4.7 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 4, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications, except as modified by such change orders or amendments.
- 4.8 Change Order Disputes.
 - 4.8.1 Disputed City Directed Change Orders. If the Contractor disputes a City directed change order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City directed change order, whichever is later. In performing Work consistent with a disputed City-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights

concerning claims pursuant to the Contract Documents and applicable law.

4.8.2 Disputed Contractor Proposed Change Orders. If the City disputes a Contractor proposed change order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

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

5. **[Section Removed]**

6. PROJECT FACILITIES

6.1 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.

6.2 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or Ownership pursuant to this Section 6 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

7. PROSECUTION AND PROGRESS OF THE WORK

7.1 Liquidated Damages. Time is of the essence in the Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$500 per day for each and every calendar day completion of the Work and/or performance of all 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,

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measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.

- 7.3 Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the Contract Price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.
- 7.4 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.
- 7.5 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:
- 7.5.1 Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Agreement.
- 7.5.2 Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract

Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

- 7.6 Delays Caused by the City and/or Its Privities. Delay caused by the City and/or other Contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 4, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.
- 7.7 Weather Delays. Extensions of the Time for Completion will not be allowed for normal, adverse weather conditions that are consistent with historical weather data of the National Oceanographic and Atmospheric Administration of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. The Contractor should understand that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule, normal adverse weather delays as reflected in historical data of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce for the weather station most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of adverse weather days far exceeds the historical data. No extensions of the Time for Completion will be granted for normal, adverse weather conditions or for adverse weather conditions that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.
- 7.8 Delay Claims. Within five (5) days of the beginning of any delay, Contractor shall notify the City in writing, by submitting a notice of delay that shall

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describe the anticipated delays resulting from the delay event in question. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of submitting its notice of delay. The request must be in writing in the form of a change order and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay. The City will determine all claims and adjustments in the Time for Completion. No claim for an adjustment in the Time for Completion will be valid and such claim will be waived if not submitted in accordance with the requirements of this Section and Section 4.9. In cases of substantial compliance with the notice timing requirements of this Section (but not to exceed twenty-one (21) days from the beginning of the delay event), City may in its sole discretion recognize a claim for delay accompanied with the proper documentation and justification, provided the Contractor also shows good faith and a manifest lack of prejudice to the City from the late notice.

7.9 Contractor Coordination of the Work.

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

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

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

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

8. CONTRACTOR RESPONSIBILITIES

8.1. Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant

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to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

- 8.2 Non Discrimination. During the performance of this Contract, Contractor will not discriminate against any employee or subcontractor of the Contractor or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

- 8.3 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Construction Manager or Architect are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Construction Manager, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.
- 8.4 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The superintendent may not be changed without the consent of the City. The superintendent will represent the

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Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.

- 8.5 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Project any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Project without City approval.
- 8.6 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.
- 8.7 Construction Reports. The Contractor must submit daily construction reports detailing the daily progress of the Work to the Construction Manager on a weekly basis.
- 8.8 Subcontracting. The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of the Contract amount, except that the bid amount for subcontracted "Specialty Items" so designated in the Special Provisions may be eliminated from the Contract amount and not considered as sub-contracted for the purposes of calculating the value of work to be performed by the Contractor. For the purposes of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the Contractor or Subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.
 - 8.8.1 By executing the Contract, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7

may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.

- 8.8.2 The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 et seq. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.
- 8.8.3. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.
- 8.8.4 Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. The Contractor shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 11.
- 8.8.5 Subcontractor agrees to be bound to General Contractor and City in the same manner and to the same extent as General Contractor is bound to City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement,

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including the indemnity and insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City's Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all subcontractors to provide a valid certificate of insurance with the required endorsements included in the agreement prior to commencement of any work and General Contractor will provide proof of compliance to the City.

8.8.6 Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.

8.9 Insurance.

8.9.1 All required insurance shall be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor's expense throughout the performance of the Work.

8.9.2 The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.

8.9.3 Within ten (10) working days following notice of award the Contractor must submit to the City along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance:

8.9.3.1 Worker's Compensation Insurance. Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's Compensation insurance must be for Statutory Limits and must cover the full liability of the Contractor. The Contractor's Employer's Liability Insurance must be in an amount no less than \$1,000,000.00 per occurrence. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss

arising from or related to the work performed under this agreement.

- 8.9.3.2 Commercial General Liability and Automobile Liability Insurance. Coverage for liability because of Bodily Injury and Property Damage including, but not limited to the following coverage:
- Completed Operations and Products Liability
 - Bodily Injury
 - Personal Injury
 - Broad Form Property Damage Liability
 - Contractual Liability insuring the obligations assumed by the Contractor under the Contract Documents
 - Automobile Liability, including owned, non-owned and hired automobiles
 - Coverage for the XCU hazards of Explosion, Collapse and Underground Hazards
- 8.9.3.3 Commercial General Liability Self-Insured Retentions:
- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability.
 - Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
 - The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- 8.9.3.4 Commercial Umbrella Policy. The limits of insurance required in these Contract Documents may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured.
- 8.9.3.5 Builders Risk. The Contractor must, at the Contractor's own expense, maintain a builder's risk fire insurance policy, special form including extended coverage and vandalism,

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available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8.9.8 Contractor shall maintain insurance as required by these Contract Documents to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

8.10 Indemnities.

8.10.1 The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes arising out of the Contractor's execution of the Work or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense and consultants' costs), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code and bodily injury or death) directly or indirectly arising from the Contractor's performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or in part by any act or omission of Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever, save for liability for any loss, damage, or expense arising out of the City's sole negligence or willful misconduct.

8.10.2 The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees, volunteers, agents and the Construction Manager and Architect for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of

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intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.

- 8.10.3 The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.
- 8.10.4 Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 8.9. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.
- 8.10.5 Subject to the requirements of Section 5 of the General Provisions, the Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor's privities or agents.
- 8.10.6 The Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the Stormwater Pollution Prevention Plan ("SWPPP") in accordance with provision 12 of the Special Provisions. The City may withhold from amounts due or that may become due to the Contractor under this Contract amounts that equal or are estimated to equal the amount of claims, including fines, resulting from failure

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of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the SWPPP in accordance with provision 12 of the Special Provisions.

- 8.10.7 In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by the City. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.
 - 8.10.8 The defense and indemnification obligations of these Contract Documents are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in these Contract Documents.
 - 8.10.9 Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of these Contract Documents for the full period of time allowed by law.
 - 8.10.10 If Contractor fails to perform any of the foregoing defense and indemnity obligations, the City may defend itself and back-charge the Contractor for the City's costs and fees (including attorneys' and consultants' fees), and damages and withhold such sums from progress payments or other Contract monies which may become due.
- 8.11 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work.
- 8.12 California Labor Code Requirements.
- 8.12.1 In accordance with California Labor Code Section 1771.1, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The Contractor and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.
 - 8.12.2 In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.
 - 8.12.3 In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during

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any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

- 8.12.4 The Contractor and its subcontractors will forfeit as a penalty to the City \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- 8.12.5 In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.
- 8.12.6 In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775 which establishes a penalty of up to \$200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefor unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:
 - 8.12.6.1 The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

- 8.12.6.2 The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 - 8.12.6.3 Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
 - 8.12.6.4 Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
- 8.12.7 In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.
- 8.12.8 In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- 8.12.9 In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any

person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

8.13 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications 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 Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies
- Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or Work

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

bond. The Contractor shall remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

Where defective or rejected Work and any damage caused thereby has been corrected, removed, or replaced by the Contractor pursuant to this section, the guarantee period with respect to that Work shall be extended for an additional period of one year after such correction, removal, or replacement has been satisfactorily completed.

8.15 Safety.

8.15.1 In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the City, the Construction Manager, the Architect, nor the Engineer will be responsible for having hazards corrected and/or removed at the Work site. The Contractor agrees that the City will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

8.15.2 Review and inspection by the City, the Construction Manager, the Architect or Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and

applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.

- 8.15.3 The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.
 - 8.15.4 Within ten (10) working days following notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.
 - 8.15.5 The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.
- 8.16 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.
- 8.17 Contractor shall be responsible for properly notifying residents and property owners impacted by this project in accordance with City standards. Specific notification procedures vary with the type of work and shall be coordinated with the City before work begins. The City will furnish a list of impacted property owners.
- 8.18 Contractor shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

9. MEASUREMENT AND PAYMENT

- 9.1 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive

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(including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance.

9.2 Payment

- 9.2.1 On or about the first day of each calendar month the Contractor will submit to the Construction Manager a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. **Billing must be received on a monthly basis, at a minimum.** Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.
- 9.2.2 To be eligible for payment the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months, applications for payment will not be processed without certified payroll reports.
- 9.2.3 In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3.8, or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.
- 9.2.4 Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the

Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.

9.2.5 The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:

9.2.5.1 The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.

9.2.5.2 No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.

9.2.5.3 No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.

9.2.5.4 The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.

9.2.6 In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 9.2.5.

9.3 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for contractor overhead and/or profit established under the Agreement.

9.3.1 Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation

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insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work or in excess of the labor costs specified in Section 4.5 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.

- 9.3.2 Superintendent labor and clerical labor.
 - 9.3.3 Bond premiums.
 - 9.3.4 Insurance in excess of that required under Section 8.8.
 - 9.3.5 Utility costs.
 - 9.3.6 Work Site office expenses.
 - 9.3.7 Home office expenses.
 - 9.3.8 Permit or license costs.
- 9.4 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:
- 9.4.1 Defective work not remedied or uncompleted work.
 - 9.4.2 Claims filed or reasonable evidence indicating probable filing of claims.
 - 9.4.3 Failure to properly pay subcontractors or to pay for material or labor.
 - 9.4.4 Reasonable doubt that the Work can be completed for the balance then unpaid.
 - 9.4.5 Damage to another contractor.
 - 9.4.6 Damage to the City.
 - 9.4.7 Damage to a third party.
 - 9.4.8 Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
 - 9.4.9 Liquidated damages or other charges that apply to the Contractor under the Agreement.

9.4.10 Any other lawful basis for withholding payment under the contract.

9.5 Securities in Lieu of Retention.

9.5.1 In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.

9.5.2 Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.

9.5.3 Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

9.5.4 The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

10. PROJECT ACCEPTANCE AND CLOSEOUT

10.1 Occupancy. The City reserves the right to occupy or use any part or parts or the entirety of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the City's rights to assess

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liquidated damages in accordance with Section 7 after the date of such occupancy or use.

10.2 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Construction Manager specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Construction Manager. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Builts), and any equipment operating and maintenance instructions and data, warranties.

10.3 Work Acceptance.

10.3.1 All finished Work will be subject to inspection and acceptance or rejection by the City, the Construction Manager, and the Architect or Engineer and other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.

10.3.2 The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.

10.3.3 In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, or other Contract Documents unless already approved in writing in accordance with the requirements of Section 4, above.

10.3.4 The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

10.3.5 None of the provisions of this section, including acceptance of the Project, final payment, or use or occupancy of the Project Site shall constitute acceptance of Work not done in accordance with the

Contract Documents nor relieve Contractor of liability relating to the express guarantees or responsibility for faulty materials or workmanship. Nothing in this section or the Contract Documents shall be construed to limit, relieve, or release Contractor's, subcontractors', and materials suppliers' liability to the City for damages sustained as a result of latent defects in materials, equipment, or the Work caused by the Contractor, its agents, suppliers, employees, or Subcontractors.

11. REMEDIES AND DISPUTES

11.1 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor. Contractor shall not be entitled to an extension of the Time of Completion because of a delay in the performance of the Work attributable to the City's exercise of its rights under this section.

11.2 Termination for Cause

11.2.1 In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Contractor's control of the Work for any material breach of the Contract, including, but not limited to the following:

11.2.1.1 If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.

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

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over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

- 11.2.3 Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- 11.2.4 Upon termination of the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- 11.2.5 If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.
- 11.2.6 If the Agreement or Contractor's control of the Work is terminated for any reason, Contractor waives all consequential damages resulting therefrom, including, but not limited to, the loss of any anticipated profit by the Contractor for the Work, the loss of profit on any potential or future jobs, and the loss of bonding capacity.

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- 11.2.7 In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.
- 11.2.8 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have following a termination for convenience. Any contractor claim arising out of a termination for cause shall be made in accordance with this section.

11.3 Termination for Convenience.

- 11.3.1 The City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that termination is in the City's best interest. Termination shall be effected by the City delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- 11.3.2 Contractor shall comply strictly with the City's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- 11.3.3 Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by: (i) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual

contract value of the work completed as measured by the Schedule of Values and Progress Schedule; and (ii) offset by payments made and other contract credits. In connection with any such calculation, however, the City shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.

- 11.3.4 Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

11.4 Disputes.

The procedure set forth in California Public Contracts Code section 9204 (as summarized in Exhibit A attached hereto) shall apply to all “claims” by the Contractor on the City, as that term is defined in Section 9204. With respect to “claims” or any portion of a claim not resolved by way of the procedure set forth in Section 9204, the following procedure shall thereafter apply as follows:

- 11.4.1 In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the Contractor and the City:

- 11.4.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

- 11.4.1.2 For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.

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

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

- 11.4.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
 - 11.4.1.3.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
 - 11.4.1.3.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- 11.4.1.4 If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- 11.4.1.5 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- 11.4.1.6 This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1

(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

11.4.2 In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the City and the Contractor:

11.4.2.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

11.4.2.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

11.4.2.2.1 Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

11.4.2.2.2 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving

City of Fort Bragg
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an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

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

11.4.3 In accordance with California Public Contract Code Section 20104.6:

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

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

11.5 Non-Waiver.

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

11.5.2 Neither acceptance of the whole or any part of Work by City nor any verbal statements on behalf of City or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein nor any right to damages provided in the Contract Documents.

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

CONTRACT, PART 3

SPECIAL PROVISIONS

12. SPECIAL PROVISIONS

12.1 Description of Work.

This project consists of a like-for-like replacement of the fiberglass reinforced paneling (FRP) comprising the translucent sandwich panel skylight mounted on the ridge of the CV Starr Center Roof. This project will focus on replacing only the South facing side of fiberglass paneling on the ridge-mounted skylight system.

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 provided for in the Technical Specifications and not specifically referred to in this section, will be understood to be furnished by the Contractor.

12.2 Construction Limitations.

The Contractor will be expected to conduct his or her operations in a manner that creates a minimum of damage to the natural vegetation and landscape. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required. Excavation made under this Contract must be backfilled before leaving the Work for the night.

The Contractor will be responsible for obtaining permission from the property owners for any construction outside of the Work site or easements as shown on the plans. Equipment will be restricted to the immediate area of construction, pipe trenches will be backfilled as soon as possible.

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

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

12.3 Storm Water Pollution Prevention.

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

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

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

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

Prior to commencing performance of the Work, the Contractor must also prepare an SWPPP in accordance with all applicable requirements of the General Permit and submit the SWPPP to the Construction Manager for approval.

The Contractor must also develop and implement a monitoring program to verify compliance with the General Permit.

The SWPPP must include a Project site map. Geometric equations, notes, details, and all data not related to water pollution control work shall be removed to provide clarity. A copy of the Project Plans must be used as a base plan, with the pertinent stage of construction shown as an overlay to accurately reflect Project Site conditions at various phases of construction.

The Contractor must revise and update the SWPPP whenever there is a change in construction operations that may affect the site drainage patterns or discharge of pollutants to surface waters, groundwaters, or a separate municipal storm sewer system.

Any fines, damages, Work delays or other impacts that result from failure of the Contractor or privities or agents of the Contractor to fully comply with the requirements of the General Permit or to fully implement the SWPPP will be solely the responsibility of the Contractor.

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

12.4 Maintaining Traffic and Pedestrian Operations.

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

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

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

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

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

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

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

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

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

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

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

12.5 Public Safety.

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

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

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

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

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

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accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

12.6 Protection of Existing Facilities and Property.

The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

Subject to Section 5 of the General Provisions, the Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. Subject to Section 5 of the General Provisions, no error or omission of utility markouts will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the Work.

The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. Subject to Section 5 of the General Provisions, all underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Construction Manager of any facilities found. If damage should occur to the existing facilities, the utility company and the City must be notified immediately and, subject to Section 5 of the General Provisions, repairs acceptable to the utility company must be made at the Contractor's expense.

If in the performance of the Work an existing utility is encountered and is not apparent or inferable from visual inspection of the Project site, the Project Inspector must be notified immediately. The Construction Manager will determine, subject to Section 5 of the General Provisions, whether the 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.

12.8 Owner Notification.

The Contractor must notify all property owners and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hanger, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur. Notices must be reviewed in advance and approved by the Construction Manager.

12.9 Emergency Service Providers Notifications.

The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must be reported to the City Police Department dispatcher, and updated as required to provide 24-hour phone access.

12.10 Clean up.

Attention is directed to Section 4-1.02 of the Caltrans Standard Specifications, which section is made a part of this Contract.

Before final inspection of the Work, the Contractor must clean the construction site and all ground occupied by him in connection with the Work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the Work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Construction Manager.

12.11 Payment.

Payment for all work and work requirements specified in these Special Provisions shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

12.12 Construction Staking.

Attention is directed to Section 3.9 of the General Provisions for information on Construction Staking.

12.13 Materials Testing Allowance.

Attention is directed to Section 3.10 of the General Provisions for information on Materials Testing Allowance.

12.14 Obstructions.

Attention is directed to Section 15, "Existing Highway Facilities," of the Caltrans Standard Specifications, which section is made a part of this Contract.

Attention is directed to the existence of overhead and underground power, telephone, and television cable poles, underground sewer mains and laterals, underground gas mains, and underground water mains and laterals within the area in which construction is to be performed.

Prior to starting the Work, the Contractor must (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at 811, and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and

holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area, and he will be held liable to the owners of such facilities for interference with service resulting from his operations.

12.15 Hours of Work.

Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Zoning Ordinance.

Saturdays, Sundays, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the expressed approval of the Construction Manager. The Contractor shall make a request for approval in writing with the stipulation (implied or expressed) that the Contractor shall pay for all overtime labor charges at the applicable hourly rate of the City or contract employee performing duties of inspector and/or resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the Construction Manager.

12.16 Dust Control.

The Contractor must furnish all labor, equipment, and means required and carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance. The Contractor will be responsible for any damage resulting from any dust originating from the performance of the Work. The use of water resulting in mud on streets, sidewalks, or driveways, will not be permitted as a substitute for sweeping or other methods of dust control. The Contractor may not discharge smoke, dust, or any other air contaminants into the atmosphere in

such quantity as will violate the regulations of any legally constituted authority.

Dust control must conform to the provisions in Sections 10-5, "Dust Control" and Section 18, "Dust Palliatives" of the Caltrans Standard Specifications, which section is made a part of this Contract.

12.17 Water for Construction and Dust Control.

Unless otherwise provided, the Contractor will be responsible for applying to the City's Utility Department to establish utility accounts (at no charge) for all water necessary to perform the Work. The Contractor must comply with all City requirements for construction water, including provision of deposits and provision of backflow prevention devices. In accordance with State law, backflow prevention devices for construction water connections must be re-tested when relocated. The Contractor will be responsible for the cost of any re-testing.

The Contractor is prohibited from operating gate valves, fire hydrants, pumps or any other components of the City water system. The Contractor must contact the City's utilities staff, a minimum of twenty-four (24) hours in advance, to operate these or any other components on the City water system.

12.18 Protection and Restoration of Vegetation.

Trees, lawns, shrubbery and vegetation that are not to be removed must be protected from damage or injury. Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, must be replaced by the Contractor in accordance with the requirements in Section 20-3.01C, "Replacement," of the Caltrans Standard Specifications. Section 20-3.01C of the Caltrans Standard Specifications is made a part of this Contract.

When it is necessary to excavate adjacent to existing trees, shrubs, or hedges, the Contractor must use all possible care to avoid injury to the trees, shrubs, or hedges and their roots. No roots or limbs two inches (2") or larger in diameter may be cut without the express approval of the Construction Manager.

All roots two inches (2") in diameter and larger left in place must be wrapped with burlap to prevent scarring or excessive drying. When it is necessary to cut limbs and branches of trees to provide clearance for equipment used in construction, the Contractor must repair the damaged areas by properly

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painting with an emulsified asphalt type seal. All cuts through 1/2" or larger roots and limbs must be hand trimmed and cleanly cut before being repaired.

12.19 Surplus Material.

All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way, unless the City elects to salvage certain objects that are determined to be of historical interest. The City reserves the right of ownership of all objects that it elects to salvage, and the Contractor must protect such objects from subsequent damage until delivered unto the care of the owner.

12.20 Cultural Resources.

In accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470), the following procedures are implemented to ensure historic preservation and fair compensation to the Contractor for delays attendant to the cultural resources investigation. The Contractor hereby agrees to comply with these procedures.

12.21 Historical Finds.

In the event potential historical, architectural, archeological, or cultural resources (hereinafter called cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures will apply:

1. The Contractor must immediately notify the Construction Manager and stop any Work that may jeopardize the find pending an investigation of its significance;
2. The Construction Manager will select a qualified archeologist (such as through the Northwest Information Center at Sonoma State University or other official contact) and wait for an archaeologist to complete an evaluation of significance before continuing Work in that area.
3. The Construction Manager will supply the Contractor with a "Stop Work Order" directing the Contractor to cease all portions of the Work that the Construction Manager determines may impact the find. The "Stop Work Order" will be effective until a qualified archaeologist assesses the value of the potential cultural resources. The "Stop Work Order" will contain the following:
 - a. A clear description of the Work to be suspended;

- b. Any instructions regarding issuance of further orders by the Contractor for materials services;
 - c. Guidance as to action to be taken regarding Subcontractors;
 - d. Any direction to the Contractor to minimize costs; and
 - e. Estimated duration of the temporary suspension.
4. If the archaeologist determines the potential find is a bona fide cultural resource, the Construction Manager may extend the duration of the "Stop Work Order" in writing, and if so the "Stop Work Order" will remain in effect and Work subject to the "Stop Work Order" may not resume until authorized by the Construction Manager.

12.22 Cultural Resources Defined.

Possible indicators that a cultural resource has been found include, but are not limited to the following:

1. Prehistoric-era archaeological site indicators: obsidian tools, tool manufacture waste flakes, grinding and other implements, dwelling sites, animal or human bones, fossils, and/or locally darkened soil containing dietary debris such as bone fragments and shellfish remains;
2. Historic-era site indicators: ceramic, glass, and/or metal.

12.23 Construction Manager's Discretion.

Once possible cultural resources are found at the Work site, the Construction Manager may use discretion to continue the Work, regardless of the cultural resource find, if the Construction Manager determines that there are overriding considerations such as the instability of the excavation site, the existence of adverse weather or other conditions that would preclude leaving the site exposed, or if the site would be unsafe to workers who would retrieve cultural resource items from therein.

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City of Fort Bragg
Project No. PWP-00140
Contract, Part 3
Special Provisions

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

CONSTRUCTION PERFORMANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

THIS CONSTRUCTION PERFORMANCE BOND (Bond), dated _____, is in the amount of _____ (Penal Sum), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to _____ (Contractor), _____ (Surety), City of Fort Bragg (City), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name of Contractor

Name of Surety

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

Agreement for the _____ (Project) located at _____ (Address), California, dated _____, in the amount of _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal) _____

Company: (Corp. Seal) _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

City of Fort Bragg
Project No. PWP-00140
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. PWP-00140
Construction Performance Bond

equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with City, determine in good faith its monetary obligation to City under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this Paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by City and Surety at the time of tender. If City disputes the amount of Surety's tender under this Paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.
5. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
 - 6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;
 - 6.2 Contractor's obligations to pay liquidated damages; and
 - 6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes City to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which City is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.2, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any City action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any City action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an City Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the Superior Court of the County of Mendocino, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from City to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by

City of Fort Bragg
Project No. PWP-00140
Construction Performance Bond

Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.

14.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

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

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 WHEREAS, the City of Fort Bragg, 416 N. Franklin Street, Fort Bragg, California 95437 (City) has awarded a Contract to _____ as Principal, dated the _____ day of _____, _____ (the Contract), titled THE _____ PROJECT in the amount of \$_____, which Contract is by this reference made a part hereof, for the work of the following Contract:

1.02 WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and _____, as Surety, are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond,

City of Fort Bragg
Project No. PWP-00140
Construction Labor & Material Payment Bond

plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

- 1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.
- 1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____day of _____, _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

City of Fort Bragg
Project No. PWP-00140
Construction Labor & Material Payment Bond

FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

MAINTENANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to _____, (designated as the "PRINCIPAL") a contract for the _____ Project, Project No. _____, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the CITY OF FORT BRAGG, (designated as the "OBLIGEE"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, _____ the name and corporate seals

City of Fort Bragg
Project No. PWP-00140
Construction Labor & Material Payment Bond

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL

By: _____

(Acknowledgement)

Title: _____

(Corporate Seal)

SURETY

By: _____

(Attorney-in-fact)

(Acknowledgement)

Title: _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

END OF DOCUMENT

EXHIBIT A

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



Sustainable Living Builders, Inc.

Roof, Solar, Electrification, Residential and Commercial



CENTER KINGSPAN SKYLIGHT PANEL QUOTE

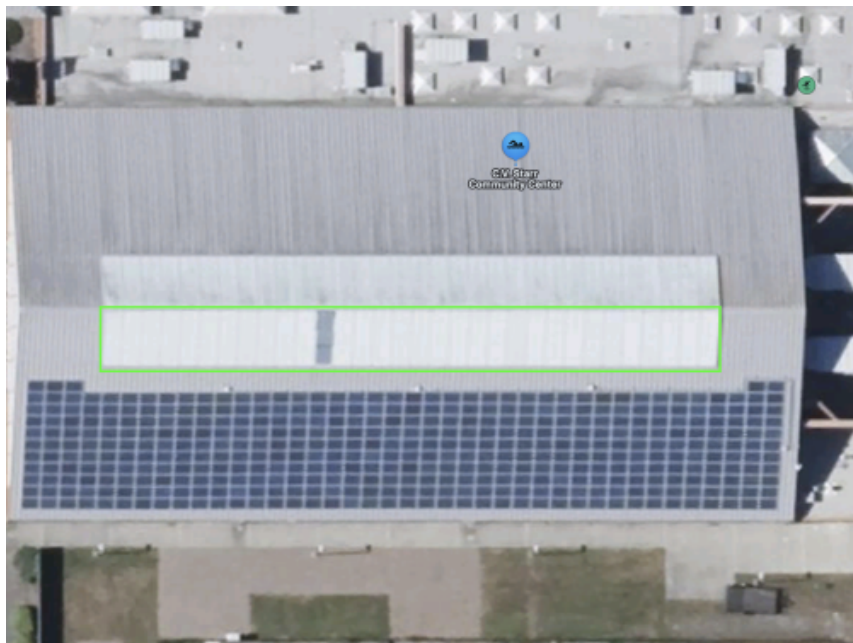
JAN 03, 2025

CARLOS HERNANDEZ

300 S Lincoln St
Fort Bragg, CA
95437

ian@slb-inc.com
(707) 889-2827

FINDINGS REPORT



Southern facing side of CV Starr Community Center Kingspan Skylights have been found to be faulty and in need of replacement. Some Panels have failed seals and were never replaced or maintained over the prior 15 years that the skylights were in place. Some skylights are still in working condition but are also be replaced for equal quality of materials. Those extra panels are to be removed and kept for future use if necessary. *Prevailing Wage Work.



To: Glazing Contractors

1485 Bayshore Boulevard #153
San Francisco CA 94124-3002
PH: 415/467-9235 FAX: 415/468-4796
charlie@colliersf.com
License No. 481944 DIR No. 1000002955

Date January 6, 2025
Proposal No CK-1584E
For: CV Starr Community Center

PROPOSAL – MATERIAL ONLY

We appreciate the opportunity to quote you on the following to be shipped F. O. B. **factory with full freight allowed to jobsite.**

Destination **Fort Bragg, CA**

With approximate delivery **10-12 weeks** after acceptance of this proposal and of our final drawings and instructions applicable hereto. And to be installed: At your expense

At the expense according to the specifications and on the premises described

The included terms and conditions are made a part hereof. Please read them carefully. Should you not receive all pages of this proposal please advise immediately.

We propose to furnish the following:

Kingspan Light + Air GridSpan™ 2 3/4" Translucent Panel System for:

One (1) GridSpan Ridge without ends:

Width: 27'-11 1/2" Length: 159'-6" Slope: 27.5° Bays: 1 upslope, 32 lengthwise

NOTE: Material being provided is replacement panels, caps, ridge cap, gaskets, and fasteners only for one side of the above-described unit. The other side material is to remain in place. All interior parts are to remain and be reused.

Includes

- Dead Load: 3psf
- Deflection: L/60 per IBC
- Wind Load: 91mph per ASCE 7-16
- Ground Snow Load: 0psf per ASCE 7-16
- Drift Load: Not Provided
- This quote is not valid if loads are greater than those listed above.

The following applies to all units unless noted:

- Light Transmission: 21%
- Grid: 30"x12" per old order drawings 18179
- Center of Panel U-Factor: .20
- Glazing: .070" Ultimate Series "Silver Edition" Crystal Non-Fire Rated Exterior/.045" Standard Crystal Fire Rated Interior, 2 3/4"
- Finish: AAMA2605 LT122969 Road Ready Gray
- Non-Thermally Broken Grid Core
- Warranty: 5 Yr Matl/Wrk, 25 Yr Fiberbloom, 20 Yr Color change, 10 Yr Finish
- Shipping Un-Assembled to Fort Bragg, CA
- Price includes an estimated freight cost only. Actual Freight costs determined at time of shipment
- Price includes shop drawings sent electronically via pdf file and one set of final field drawings.

KINGSPAN SKYLIGHT PANEL SYSTEM MATERIALS AND INSTALLATION

Description	Qty
Kingspan Skylight Panel System Materials and Installation	
Materials and Installation of Kingspan Light + Air GridSpan™ 2 3 4" Translucent Panel System for: One (1) GridSpan Ridge without ends: Width: 27'-11 1/2" Length: 159'-6" Slope: 27.5o Bays: 1 upslope, 32 lengthwise	1

Estimate subtotal	\$273,591.09
Total	\$273,591.09

AUTHORIZATION PAGE

**Kingspan Skylight Panel System
Materials and Installation**

\$273,591.09

Name: Carlos Hernandez

Address: 300 S Lincoln St, Fort Bragg, CA

No Price Increase will take place until 2/1 as price will be held firm by manufacturer and Sustainable Living Builders. If Contract is not awarded or signed before end of January price increases may occur.

Customer Comments / Notes

Carlos Hernandez:

Date:

Jaime Delgado:

Date:

Refusing to perform the required additional scope of work may void the original scope of work warranty. Repairs for wood rot are required to pass inspections. For any questions or concerns, please contact your production coordinator.

TERMS AND CONDITIONS

ACCEPTANCE OF AGREEMENT

We have read this agreement carefully before signing and hereby acknowledge receipt of a copy hereof. By signing below, the owner accepts and agrees to the terms and conditions and acknowledges receipt of the Home Improvement Agreement Standard Terms and Conditions.

HOME IMPROVEMENT AGREEMENT

1. PARTIES AND DATE OF AGREEMENT

This agreement (the "Agreement") is made by and between, Carlos Hernandez, hereinafter called the "Owner," and Sustainable Living Builders Inc., hereinafter called the "Contractor."

2. PROJECT DESCRIPTION/LOCATION

The owner hereby agrees to engage a contractor to furnish all materials and perform all work as it pertains to a home improvement project (the "work") at the property located at: 300 S Lincoln St Fort Bragg, CA 95437, (the "Project Site") for a home improvement project.

a. CONTRACT PRICE: The owner shall pay the contractor via check or alternative methods for the material and labor to be performed under the contract.

b. GENERAL PROVISIONS: Any alteration or deviation from the below specifications, including but not limited to any such alterations or deviation involving additional material and/or labor costs, will be executed only upon written order signed by the owner and contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the price of this contract through a change order.

c. WORK QUALITY: All work will be conducted in a manner consistent with California law and under good standing with licensing and insurance under the Contractors State License Board. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. The contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the contractor, its employees, or subcontractors. The contractor may, at its discretion, engage subcontractors to perform work hereunder, provided the contractor shall fully pay the said subcontractor and, in all instances, remain responsible for the proper completion of this contract.

d. LIENS: The contractor shall furnish the owner with appropriate releases or waivers of lien for all work performed or materials provided in the event that a lien was filed.

3. CONTRACT PRICE

The owner agrees to pay the total price, subject to modification for changes (as defined in Section 4), for the labor and material furnished according to this agreement. The payment will be due and processed at project completion or when the final permit, if required, has been finalized by the local building jurisdiction.

4. CHANGE ORDERS

a. Any changes, additions, alterations, deviations, or extras to the work shall be made with a written change order signed, or approved via text or email, by the owner and contractor, specifying the change to any labor and materials by the contractor, the amount to be paid by the owner, and the change, if any, in the time of performance, including changes necessary to conform to codes, laws, or regulations required by any utility or government authority or to address existing conditions of the project site unknown to the contractor at the time the contractor signs this agreement. All Change Orders shall be incorporated as part of this Agreement and submitted to financing parties if that is a chosen form of payment. The owner understands and agrees that changes may extend the time for performance. The hourly rate per labor hour is \$95 per hour.

a. There may be changes to scope of work for items not reasonably expected, anticipated, or required by the inspector.

5. PERMITS

The contractor will pay up to \$500 per job to obtain building permits. The owner will be responsible for any additional permitting fees.

6. AUTHORITY TO CONTRACT FOR THE WORK

The owner shall represent that they have the legal ability to authorize the work done at the project site.

7. DEFAULT PRIOR TO START OF CONSTRUCTION

In the event the owner fails to fulfill the owner's obligations under this agreement, the contractor will be entitled to receive payment for any time and material costs incurred by the contractor.

8. PROJECT TIME

a. The contractor shall coordinate the commencement of work after all the following occur: (i) this agreement is signed by the owner and contractor; (ii) applicable project financing agreements are completed or if a down payment is required by the contractor from the owner; (iii) the site is ready and available for the contractor to commence the work; and (iv) all required state and local building and construction permits and approvals are issued along with a notice to proceed from the project financing provider. The contractor shall not be liable for any delay due to circumstances beyond its control, including strikes, casualties, or the general unavailability of materials.

b. Contract Pricing Validity and Adjustments: The prices agreed upon in this contract are valid for a period of six months from the date of contract signing. Should the project experience delays not caused by SLB that extend beyond six months, SLB reserves the right to adjust the pricing to reflect current market rates. This may include, but is not limited to, changes in labor costs, materials, and any other expenses related to the project.

9. PAYMENT AND INSTALLATION

a. Financing Assistance and Client Responsibility: Sustainable Living Builders (SLB) will assist clients by providing guidance and necessary documentation to support applications for financing. However, it is the client's responsibility to apply for and secure approval of such financing. The client must ensure that SLB receives full payment for the project, irrespective of any changes or failures in the financing arrangement. SLB is not a financial institution; we merely facilitate access to potential financing options. The client's obligation to pay for the project in full remains firm, regardless of the financing method ultimately utilized.

Installation for a financed project will occur after (i) the completion of a financing application, (ii) the signing of this agreement, (iii) the signing of the financing agreement, (iv) the completion of all financing required documents and verification calls, and (v) the receipt of a Notice to Proceed by the Contractor from the Financing Company. Following installation, final completion statements must be signed by the owner in order to complete the financing of the project.

b. Cash Payment: For cash payments, a deposit of 50% of the total project cost, is required upon signing the final agreement before installation and material ordering begins. An additional 30% of the of the total project cost, is required upon arrival of materials and start of installation. Upon project completion, 100% of the outstanding balance,

including any approved change orders, is due. Fees may apply when payment is not presented on time. Payments shall be made out to Sustainable Living Builders, Inc., and delivered to 4399 Gravenstein Hwy S, California 95472. A 3% transaction fee will be assessed for credit card payments.

10. SERVICE CALLS AFTER COMPLETION OF THE PROJECT

SLB reserves the right to fix any issues that come up during the construction or after the fulfillment of the contract using our crews. Sustainable Living Builders will not refund work performed by other contractors unless prior arrangement has been made.

Sustainable Living Builders does not offer emergency services; the business hours are from 7 a.m. to 4 p.m. Monday through Friday. Visits outside of these hours may result in a \$250 special visit fee.

Service calls for issues caused by SLB's workmanship or covered under the manufacturer's warranty will have no cost within the warranty coverage time frame. However, wrongful service call requests that are not a result of SLB's workmanship or the manufacturer's material defect will cost \$250.

11. SIGNATURES

The signature of either owner (if more than one) subsequent to the signing of this agreement shall be sufficient for all purposes under the agreement, including change orders, if any.

12. ENFORCEABILITY

If any part of this agreement is found to be unenforceable, it shall not affect the enforceability of the remainder of this agreement. The failure of either party to enforce any term or condition of this agreement shall not constitute a waiver of any other breach of any right, claim, term, or condition of this agreement.

13. ARBITRATION

All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

14. ENTIRE AGREEMENT

This agreement constitutes the entire contract between the parties. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. The owner warrants that the person executing this agreement and any subsequent change orders has the legal authority to do so, including obligating the owner to a marital purpose debt if married. The owner acknowledges review and approval of the entire agreement before execution. This agreement is not assignable by either party without the other's consent.

15. CANCELLATION

NOTICE OF RIGHT OF CANCELLATION: THIS AGREEMENT MAY BE CANCELLED UNILATERALLY BY THE OWNER BY NOTIFYING THE CONTRACTOR IN WRITING WITHIN THREE (3) CALENDAR DAYS AFTER SIGNING THIS AGREEMENT. IN THE EVENT OF CANCELLATION OF THIS AGREEMENT BY THE OWNER THEREAFTER, THE CONTRACTOR SHALL RECEIVE IMMEDIATE REIMBURSEMENT FROM THE OWNER FOR ALL COSTS AND EXPENSES INCURRED TO THAT DATE.

16. CALIFORNIA LAW

California State Law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working if the total price of the job is \$500 or more (including labor and materials). Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or their employees. You may contact the Contractors State License Board to find out if this contractor has a valid license. The board has complete information on the history of licensed contractors, including any possible suspensions,

revocations, judgments, and citations. The board has offices throughout California. Please check the government pages of the White Pages for the office nearest you, or call 1800 331 CSLB for more information.

17. WARRANTY

a. SLB Inc.'s standard workmanship warranty for pitched roofs is 2 years. SLB Inc.'s workmanship warranty for low-slope roofs is 2 years. SLB Inc.'s workmanship warranty does not cover harm from weather, vegetation, or changes brought about by other construction. The warranty only covers any installation defects. Please be advised that the warranty of workmanship is voided if solar is installed and the roof is penetrated by another contractor.

b. Warranty Coverage: For projects utilizing the GAF system, the following warranties apply:

Material Warranty: GAF provides a 50-year warranty on materials, covering any defects; refer to the manufacturer for details.

Workmanship Warranty: GAF offers a 25-year warranty on the workmanship of the installation; refer to the manufacturer for details.

In addition to these warranties provided directly by GAF, Sustainable Living Builders (SLB) offers a separate warranty that covers all issues arising within the first two years after project completion. Beyond this period, any warranty issues should be addressed directly with GAF's warranty claims department. SLB will assist by providing the necessary documentation to support any claims processed through GAF.

c. Workmanship and material warranties vary by manufacturer and product. See the manufacturer for material warranties.

d. Other common warranties covered by SLB:

- CertainTeed shingles have 4-star protection. See the manufacturer for details. SLB offers a 5-year workmanship warranty.
- Malarkey shingles have 4-star protection. See the manufacturer for details. SLB offers a 5-year workmanship warranty.
- Modified Bitumen 15-year assembly and integrity roof system warranty from CertainTeed. SLB offers a 3-year workmanship warranty.
- Modified Bitumen 20-year assembly and integrity roof system warranty from CertainTeed. SLB offers a 3-year workmanship warranty.
- Modified Bitumen 25-year assembly and integrity roof system warranty from CertainTeed. SLB offers a 3-year workmanship warranty.

18. Materials

a. Materials Use Disclosure: Sustainable Living Builders commits to using industry-standard materials for all construction projects. Should a client request specific materials that deviate from our standard offerings, such requests must be made and approved prior to the start of the project. Clients will be responsible for any additional costs associated with these special materials, including markups and any extra labor required. All related expenses not initially included in the contract will be clearly itemized and billed to the client.

b. OSB Board Installation and Additional Costs: For roof repairs or new roof deck installations, OSB boards will be used as standard. If alternative materials are requested by the owner or required for specific project needs, the owner will be responsible for covering the additional costs. This includes expenses for materials not included in the original contract, as well as any associated markups and extra labor costs. All such additional expenses will be clearly detailed and added to the final invoice.

c. Chimney Outlet Provisions: Chimney outlets exceeding 2 feet in height are not included in standard project quotations. If any oversized chimney outlets are required due to their condition or by the inspector, the client will be

informed, and a change order will be created. These costs will then be outlined in the change order for client approval.

d. Copper Metal Flashings and Nosing: Copper metal flashings and nosing are not standard inclusions and will only be provided if explicitly stated in the contract. Should these materials be required, a change order will be issued detailing all associated extra costs for client approval.

e. Any materials needed for change orders will be charged at cost plus a sourcing fee.

19. Overhang Disclaimer

Roofing Nail Penetration Disclosure: Sustainable Living Builders, Inc. uses 3/4" roofing nails in compliance with building codes and manufacturer warranty standards. Although our team will make every effort to minimize nail penetration, it may not always be preventable and cannot be predicted before work begins.

If nail penetration through the underside of roof overhangs occurs, clients will be notified. Visible nails are common with sheathing thicknesses of 15/32" or 1/2". Sustainable Living Builders, Inc. cannot be held responsible for any claims of damages or defects associated with such penetration, such as paint job damage or any wood chipping from the current overhang necessitated by such occurrences.

If clients wish for the nails not to be visible, additional services such as trimming the nail tips, painting the underside of the overhangs, or replacing the sheathing with a thicker material are available at an extra cost. Clients must explicitly request and approve these services in advance.

End of Agreement

_____	_____
Carlos Hernandez	Jaime Delgado
Date:	Date: