



# 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**

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Monday, January 12, 2026

6:00 PM

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### COUNCILMEMBERS PLEASE TAKE NOTICE

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

### ZOOM WEBINAR INVITATION

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

*You are invited to a Zoom webinar*

*When: Jan 12, 2026 06:00 PM Pacific Time (US and Canada)*

*Topic: City Council Meeting*

*Join from PC, Mac, iPad, or Android:*

*<https://us06web.zoom.us/j/83033513344>*

*Or Telephone dial: 1 669 444 9171 US (\*6 mute/unmute; \*9 raise hand)*

*Webinar ID: 830 3351 3344*

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

### CLOSED SESSION REPORT

### AGENDA REVIEW

#### **1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS**

**1A. [25-556](#)** National Law Enforcement Appreciation Day Proclamation

**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 St, Fort Bragg, during normal business hours. All comments after 2 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software. Public comments may be submitted to [cityclerk@fortbraggca.gov](mailto:cityclerk@fortbraggca.gov).*

## **3. STAFF COMMENTS**

## **4. MATTERS FROM COUNCILMEMBERS**

## **5. CONSENT CALENDAR**

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

**5A. [25-543](#)** Adopt, by Title Only, and Waive Further Reading of Ordinance 1021-2026 Amending Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code

**Attachments:** [ORD 1021-2026 Council Salary Update](#)

**5B. [26-586](#)** Adopt Resolution of the Fort Bragg Redevelopment Successor Agency Approving Recognized Obligation Payment Schedule (ROPS) 26-27 (FY 26/27; July 1, 2026 - June 30, 2027) Pursuant to Health and Safety Code Section 34177(l)

**Attachments:** [RESO ROPS FY 2026-27](#)

[Att 1- ROPS Calculation](#)

**5C. [25-569](#)** Accept Certificate of Completion for the 2025 Street Rehab Project (PWP-00132) and Direct City Clerk to File Notice of Completion  
**Attachments:** [Notice of Completion](#)  
[Att 1 - Exhibit A Certificate of Completion](#)

**5D. [25-570](#)** Adopt Resolution of the Fort Bragg City Council Approving First Amendment to Professional Services Agreement with Lumos & Associates for Construction Management Services for 2025 Streets and Stop Gap Projects and Authorizing the City Manager to Execute Contract (Amount Not To Exceed \$340,000) CEQA Exemption 15301 (c)  
**Attachments:** [RESO Lumos CM Services Amendment 1](#)  
[Att 1 - Exhibit A - Lumos CM Amendment 1](#)

**5E. [26-588](#)** Accept and File Development Impact Fee Report, Utility Capacity Fee Reports and General Plan Maintenance Fee Report for Fiscal Year Ending June 30,2025  
**Attachments:** [Att 1 - Water Capacity Fees](#)  
[Att 2 - Wastewater Capacity Fees](#)  
[Att 3 - Storm Water Capacity Fees](#)  
[Att 4 - Fire Capacity Fees](#)  
[Att 5 - Police Capacity Fees](#)  
[Att 6 - General Plan Maintenance Fees](#)  
[Att 7 - Parking In Lieu Fees](#)

**5F. [25-571](#)** Adopt Resolution of the Fort Bragg City Council Approving First Amendment to Professional Services Agreement with Lumos & Associates for Materials Testing and Inspection Services for the Bainbridge Park Enhancements Project and Authorizing the City Manager to Execute Contract Amendment (Amount Not To Exceed \$60,873.00); CEQA Exemptions 15301(d), 15303, 15304, and 15332  
**Attachments:** [RESO LUMOS Mat Testing BBP Enhancements](#)  
[Att 1- Ex A - Bainbridge Park Amendment No. 1](#)

**5G. [25-572](#)** Adopt Resolution of the Fort Bragg City Council Approving the Escrow Agreement for the Raw Water Line Project to Form and Authorizing the Public Works Director to Sign the Agreement in the amount \$150,000 with the California Department of Fish and Wildlife (CDFW) to Ensure Performance of Mitigation Requirements  
**Attachments:** [Att 1 - Ex A - Escrow Agreement Raw Water Line Project CDFW](#)

**5H. [25-564](#)** Receive and File Minutes of the Public Works and Facilities Committee Meeting of November 13, 2025  
**Attachments:** [PWF 11132025](#)

5I. [26-577](#) Receive and File Minutes of the Visit Fort Bragg Committee Meeting of November 18, 2025  
*Attachments:* [VFB MINS 11.18.2025](#)

5J. [26-578](#) Receive and File Minutes of the Finance and Administration Committee of November 18, 2025  
*Attachments:* [FAC MIN 11.12.2025](#)

5K. [25-557](#) Approve Minutes of June 9, 2025  
*Attachments:* [CCM06.09.2025](#)

5L. [25-558](#) Approve Minutes of June 23, 2025  
*Attachments:* [CCM06.23.2025](#)

5M. [25-550](#) Approve Minutes of December 8, 2025  
*Attachments:* [CCM12.08.2025](#)

5N. [25-549](#) Approve Minutes of Special Meeting of December 8, 2025  
*Attachments:* [SCCM12.08.2025](#)

## **6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

## **7. PUBLIC HEARING**

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

7A. [25-562](#) Receive Report, Hold a Public Hearing, and Consider Adopting a Resolution of the Fort Bragg City Council Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2025 Funding Year of the State Community Development Block Grant (CDBG) Program  
*Attachments:* [01122026 CDBG Staff Report](#)  
[Att 1 - RESO CDBG Application](#)  
[Att 2 - Exhibit A - Resolution CDBG](#)  
[Att 3 - NOPH](#)  
[Att 4 - Amended NOFA](#)

## **8. CONDUCT OF BUSINESS**

8A. [26-576](#) City Council Discussion and Provide Direction to LT Municipal Consultants on the Water and Sewer Rate Study  
*Attachments:* [LT 2026 Water and Sewer Rates 1.12.26](#)

**8B. 25-449** Receive Report and Consider Adoption of Resolution Authorizing Contract Change Order No. 1 with WaterWorks Engineers for the Reservoir Project for Water Storage Resilience, Increasing the Total Contract Amount to \$909,641, and Approving Budget Amendment 2025/26-08 in the Amount of \$200,000

**Attachments:** [01122026 Report Waterworks PSA Amendment 1](#)  
[Att 1- RESO Reservoir BA 25/26-08 and Waterworks Amend](#)  
[Att 2 - Ex A Budget Amendment 2025/26-8](#)  
[Att 3 - Ex B Waterworks Scope](#)

**8C. 25-561** Receive Report and Consider Adopting Municipal Improvement District Resolution Awarding the Dryer Building Reconstruction Project, City Project No. WWP-00027 to August-Jaye, Inc. as the Lowest Responsible Bidder, and Authorizing the City Manager to Execute Contract (Not To Exceed \$321,861)

**Attachments:** [01122026 Dryer Bldg Construction Award](#)  
[Att 1 - RESO Dryer Bldg Reconstruction Award](#)  
[Att 2 - Exhibit A Bid Opening Results Dryer Bldg](#)  
[Att 3 - Bid Protest Dryer Bldg](#)  
[Att 4 - August-Jaye Contract](#)

## 9. CLOSED SESSION

## **ADJOURNMENT**

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

**NEXT REGULAR CITY COUNCIL MEETING:  
6:00 P.M., MONDAY, JANUARY 26, 2026**

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF MENDOCINO )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on January 8, 2026.

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Diana Paoli  
City Clerk

## NOTICE TO THE PUBLIC:

**DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET  
DISTRIBUTION:**

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

**ADA NOTICE AND HEARING IMPAIRED PROVISIONS:**

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

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

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



# City of Fort Bragg

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## Text File

File Number: 25-556

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:** 1A.

National Law Enforcement Appreciation Day Proclamation

# Proclamation

## NATIONAL LAW ENFORCEMENT APPRECIATION DAY JANUARY 9, 2026



**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 900,000 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 9<sup>th</sup> 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 16 dedicated sworn police officers, including the Police Chief, Police Captain, Police Commander, 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 belatedly recognize January 9, 2026, 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 12<sup>th</sup> day of January, 2026

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JASON GODEKE, Mayor

ATTEST:

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Diana Paoli, City Clerk  
No. 01-2026



# City of Fort Bragg

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## Text File

File Number: 25-543

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** 5A.

Adopt, by Title Only, and Waive Further Reading of Ordinance 1021-2026 Amending Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code

## BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE AMENDING SECTION  
2.04.060 (SALARY DESIGNATED) OF  
CHAPTER 2.04 (CITY COUNCIL) OF  
TITLE 2 (ADMINISTRATION AND  
PERSONNEL) OF THE FORT BRAGG  
MUNICIPAL CODE**

**ORDINANCE NO. 1021-2026**

**WHEREAS**, California Government Code Section 36516 provides that the City Council may enact an ordinance providing that each member of the City Council shall receive compensation during their term of office; and

**WHEREAS**, California Government Code Section 36516 designates the City Councilmember monthly stipend is established by ordinance, not to be effective until the beginning of the next elected term of any one of the Councilmembers; and

**WHEREAS**, the current Councilmembers' compensation of Five Hundred Ten Dollars (\$510) per month has not been increased since 2022; and

**WHEREAS**, the Council's activities have expanded since 2022, including the correspondingly increased responsibilities and time commitments of Councilmembers to City business, increased concern with and involvement in regional issues, increased inflation, and future challenges of global warming.

**NOW, THEREFORE, the City Council ordains as follows:**

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

1. The above recitals constitute a part of the findings made by the City Council in adopting this Ordinance.
2. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

**Section 2.** Section 2.04.060 of the Fort Bragg Municipal Code entitled "Salary Designated" is hereby amended to read in its entirety as follows:

### **2.04.060 SALARY DESIGNATED**

Each member of the City Council shall receive, as salary, the sum of \$950.00 per month, as prescribed in Cal. Government Code § 36516 for cities with population under 35,000, which shall be payable at the same time and in the same manner as the salaries are paid to other officers and employees of the City.

**Section 3. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

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

**The foregoing Ordinance was introduced by Councilmember Peters at a regular meeting of the City Council of the City of Fort Bragg held on November 24, 2025, and adopted at a regular meeting of the City of Fort Bragg held on January 12, 2026, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

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**Jason Godeke, Mayor**

**ATTEST:**

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**Diana Paoli  
City Clerk**

**PUBLISH:** **January 1, 2026, and January 22, 2026 (by summary).**  
**EFFECTIVE DATE:** **February 12, 2026**



# City of Fort Bragg

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

## Text File

File Number: 26-586

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** RS Resolution

**Agenda Number:** 5B.

Adopt Resolution of the Fort Bragg Redevelopment Successor Agency Approving Recognized Obligation Payment Schedule (ROPS) 26-27 (FY 26/27; July 1, 2026 - June 30, 2027) Pursuant to Health and Safety Code Section 34177(l)

## **RESOLUTION NO. RS \_\_\_\_-2026**

### **RESOLUTION OF THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 26/27 (FY 26/27; JULY 1, 2026 – JUNE 30, 2027) 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(I)(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(I)(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, 2026 through June 30, 2027 to the County of Mendocino Auditor-

Controller, the California State Controller, and the State of California Department of Finance by February 1, 2026.

**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, 2026, 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 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 12 day of January, 2026, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**JASON GODEKE**  
**Chair**

**ATTEST:**

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**DIANA PAOLI,**  
**Successor Agency Secretary**

**Recognized Obligation Payment Schedule (ROPS 26-27) - Summary**  
**Filed for the July 1, 2026 through June 30, 2027 Period**

**Successor Agency:** Fort Bragg

**County:** Mendocino

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>26-27A Total (July - December)</b>	<b>26-27B Total (January - June)</b>	<b>ROPS 26-27 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ 3,500</b>	<b>\$ -</b>	<b>\$ 3,500</b>
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	3,500	-	3,500
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 278,726</b>	<b>\$ 96,025</b>	<b>\$ 374,751</b>
F RPTTF	216,400	33,700	250,100
G Administrative RPTTF	62,326	62,325	124,651
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 282,226</b>	<b>\$ 96,025</b>	<b>\$ 378,251</b>

**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 26-27) - ROPS Detail**  
**July 1, 2026 through June 30, 2027**

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 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total		
											Fund Sources						Fund Sources							
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF			
								\$2,458,151		\$378,251	\$-	\$-	\$3,500	\$216,400	\$62,326	\$282,226	\$-	\$-	\$-	\$33,700	\$62,325	\$96,025		
18	Administration & Staffing Costs	Admin Costs	12/12/1988	06/30/2037	Successor Agency	Admin & staff costs during Agency winddown	FBRA	124,651	N	\$124,651	-	-	-	-	62,326	\$62,326	-	-	-	-	62,325	\$62,325		
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	2,330,000	N	\$250,100	-	-	-	216,400	-	\$216,400	-	-	-	33,700	-	\$33,700		
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 26-27) - Notes**  
**July 1, 2026 through June 30, 2027**

<b>Item #</b>	<b>Notes/Comments</b>
18	
21	
22	



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
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## Text File

File Number: 25-569

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5C.

Accept Certificate of Completion for the 2025 Street Rehab Project (PWP-00132) and Direct City Clerk to File Notice of Completion

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

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

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

#### **NOTICE OF COMPLETION**

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.
2. The full name of the owner is City of Fort Bragg, a municipal corporation.
3. The nature of the interest of the owner is a fee interest.
4. This project was constructed in accordance with the Contract entitled **2025 Pavement Preservation Project** dated June 25, 2025.
5. The name of the contractor of the improvement work is Argonaut Constructors, Inc 360 Sutton Place, Santa Rosa, Ca 95407. The contract was awarded to this firm on June 23, 2025, pursuant to Resolution 4949-2025 by the Fort Bragg City Council.
6. The address of the owner is the City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.
7. On December 17, 2025, Chantell O'Neal, Assistant Director of Engineering, executed a Certificate of Completion for the above-referenced project indicating that this project was completed as of that date. See Certificate of Completion attached hereto as Exhibit A.

State of California )

County of Mendocino )

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

City Council Approval

CITY OF FORT BRAGG

January 12, 2026

(Date)

By: \_\_\_\_\_

Diana Paoli  
City Clerk

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

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

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

Argonaut Constructors, Inc  
360 Sutton Place  
Santa Rosa, Ca 95407

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

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

ATTEST:

---

Diana Paoli  
City Clerk



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin Street, Fort Bragg, CA 95437

Phone: (707) 961-2823 Fax: (707) 961-2802

[www.FortBragg.com](http://www.FortBragg.com)

### **CERTIFICATE OF COMPLETION**

All items of work and the provisions of the contract executed with Argonaut Constructors, Inc for the 2025 Pavement Preservation Project dated June 25, 2025, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of June 23, 2025.

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

Signed by:

A blue ink signature of the name "Chantell O'Neal".

714E1085226D467...

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Chantell O'Neal  
Assistant Director of Engineering

DATED: December 17, 2025.

### **EXHIBIT "A"**



# City of Fort Bragg

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

## Text File

File Number: 25-570

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5D.

Adopt Resolution of the Fort Bragg City Council Approving First Amendment to Professional Services Agreement with Lumos & Associates for Construction Management Services for 2025 Streets and Stop Gap Projects and Authorizing the City Manager to Execute Contract (Amount Not To Exceed \$340,000) CEQA Exemption 15301 (c)

**RESOLUTION NO. \_\_\_\_-2026**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH LUMOS & ASSOCIATES TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE 2025 PAVEMENT PRESERVATION PROJECT AND THE STOP GAP PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT (AMOUNT NOT TO EXCEED \$340,000)**

**WHEREAS**, the City of Fort Bragg has identified pavement preservation and roadway maintenance as key priorities in its Capital Improvement Plan and Pavement Management Program (PMP); and

**WHEREAS**, the 2025 Pavement Preservation Project included rehabilitation of 27 street segments (totaling 7.2 miles) and construction of 17 ADA-compliant curb ramps; and

**WHEREAS**, in addition to the 2025 Pavement Preservation Project construction, two other smaller streets projects occurred concurrently, which were the Stop Gap Patch Paving Project and reconstruction activities at the Oak and Harold intersection; and

**WHEREAS**, Lumos & Associates, Inc. was engaged for Construction Management (CM) services for these projects in the amount of \$300,000 by Council Resolution 4950-2025 approved on June 23, 2025; and

**WHEREAS**, during the course of construction additional services were required of the consultant to complete the project as described in Exhibit A; and

**WHEREAS**, funding for this amendment is included in the approved project budgets and is supported by a combination of Special Street Sales Tax, LPP funds, and other authorized capital improvement funds;

**WHEREAS**, the City has determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301(c), as it involves maintenance of existing streets with no expansion of use;

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

1. Approve Amendment one (1) to the Professional Services Agreement with Lumos & Associates, Inc. to provide Construction Management services for the 2025 Pavement Preservation Project and the Stop Gap Project; and
2. Authorize the City Manager to execute the \$40,000 amendment, bringing the contract total compensation to \$340,000.

**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 12<sup>th</sup> day of January 2026, by the following vote:**

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

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**JASON GODEKE**  
**Mayor**

**ATTEST:**

---

**Diana Paoli**  
**City Clerk**

December 17, 2025

Via email: [coneal@fortbraggca.gov](mailto:coneal@fortbraggca.gov)

Chantell O'Neal  
Assistant Director, Engineering Division  
City of Fort Bragg – Public Works

**Subject: 2025 Pavement Preservation and Stop Gap Paving  
Project PWP-00132  
Change Order No. 1 – Additional Construction Management Services**

Dear Chantell:

Lumos and Associates, Inc. is pleased to present a summary of the additional work completed during the construction closeout for the 2025 Pavement Preservation and Stop Gap Paving Projects. Change Order No. 1 covers construction management services beyond our original scope, including coordination with the Contractor and documentation to ensure compliance and successful project completion.

A summary of additional work provided is listed below:

- Performed construction staking and provided cut sheets for the Contractor
  - Prior service request included for reference
- Assessed pavement failures at two locations outside of the planned work area and recommended remediation measures
- Coordinated emergency storm drain repairs with the Contractor
- Conducted inspections, track time and materials, and documented storm drain repairs
- Reviewed streets on-site for additional patching; discussed options, priorities, and expectations
- Prepared cost estimates and negotiated additional patching scope with the Contractor
- Provided on-site patch layout and inspection for additional patching on the Stop Gap Paving Project

Since construction of these Projects is complete and final costs confirmed, we are consolidating these items into a single change order for work performed from October through December 2025.

The table below summarizes the original Contract fees and the Additional Services requested by task for this Change Order:

2025 Pavement Preservation and Stop Gap Paving - Contract Change Order No. 1 Request								
		2025 Pavement Preservation	2025 Stop Gap Paving Project	Original Contact Amount	Change Order No. 1 - Additional Services	Revised Contract Amount		
Task	Description	Fee	Fee	Fee	Fee			Fee
1.0	Construction Administration	\$ 60,000.00	\$ 2,400.00	\$ 62,400.00	\$ 30,000.00	\$ 92,400.00	\$ -	\$ -
2.0	Construction Inspection	\$ 175,000.00	\$ 22,000.00	\$ 197,000.00	\$ 10,000.00	\$ 207,000.00	\$ 33,600.00	\$ -
	Materials Testing	\$ 33,000.00	\$ 600.00	\$ 33,600.00				
3.0	Contingency	\$ 6,000.00	\$ 1,000.00	\$ 7,000.00		\$ 7,000.00		
	Total	\$ 274,000.00	\$ 26,000.00	\$ 300,000.00		\$ 340,000.00		

As outlined in the October status report (Invoice #130223, submitted December 1, 2025), charges for additional time incurred during October, November, and December will be invoiced upon council approval of this change order. We appreciate your attention to this matter and your continued partnership in ensuring the successful completion of these projects.

The final construction cost is approximately \$2,525,300 and with CCO 1 our Construction Management, Observation and Materials testing is \$340,000, 13.46% of the total construction costs.

Should you have any questions or require further information, please feel free to contact me directly at 916.980.8228.

Sincerely,



Judy L. Tortelli  
Project Manager

Encl: 2025 Pavement Preservation Construction Staking Email Request

CC: Aaron Brusatori, Lumos Group Manager  
Brian Harer, Lumos Construction Project Manager



# City of Fort Bragg

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

## Text File

File Number: 26-588

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5E.

Accept and File Development Impact Fee Report, Utility Capacity Fee Reports and General Plan Maintenance Fee Report for Fiscal Year Ending June 30,2025

**City of Fort Bragg, California**

**Water Capacity Fees**

**Fiscal Year Ended June 30, 2025**

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# **City of Fort Bragg, California**

## **Water Capacity Fees Report**

### **Fiscal Year Ended June 30, 2025**



**Prepared by City of Fort Bragg**

# **City of Fort Bragg, California**

## **Water Capacity Fees**

**Fiscal Year Ended June 30, 2025**

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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 2025:

<b>WATER CAPACITY CHARGE</b>	<b>\$ 4,631</b>
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- (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**

			<u>2025</u>
<b>Revenues</b>			
Capacity Fees		\$ 52,834	
Interest Income		21,699	
<b>Total Revenues</b>		<b>\$ 74,533</b>	
<b>Expenses</b>		\$ 774,118	
<b>Total Expenses</b>		<b>\$ 774,118</b>	

### **Other Financing Sources (Uses)**

Transfers in	
Transfers out	
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$ -</b>

<b>Revenues Over (Under) Expenses</b>	<b>\$ (699,585)</b>
<b>Beginning Fund Balance as of 07/01/2024</b>	<b>\$ 721,284</b>
<b>Ending Fund Balance as of 06/30/2025</b>	<b>\$ 21,699</b>

## **City of Fort Bragg, California**

### **Water Capacity Fees**

**Fiscal Year Ended June 30, 2025**

---

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

The Expense of \$774,118 was for Water Treatment Plant Overhaul costs.

*(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**

### **Wastewater Capacity Fees Report** **Fiscal Year Ended June 30, 2025**



**Prepared by City of Fort Bragg**

# **City of Fort Bragg, California**

## **Wastewater Capacity Fees**

**Fiscal Year Ended June 30, 2025**

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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.

<b>SEWER CAPACITY CHARGE</b>	<b>\$ 3,640</b>
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FY 2025:

(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**

	<b>2025</b>
<b>Revenues</b>	
Capacity Fees	\$ 21,487
Interest Income	25,284
<b>Total Revenues</b>	<b>\$ 46,771</b>
<b>Expenses</b>	<b>740,000</b>
<b>Total Expenses</b>	<b>\$ 740,000</b>
<b>Other Financing Sources (Uses)</b>	
Transfers in	
Transfers out	
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$ -</b>
<b>Revenues Over (Under) Expenses</b>	<b>\$ (693,229)</b>
<b>Beginning Fund Balance as of 07/01/2024</b>	<b>\$ 836,251</b>
<b>Ending Fund Balance as of 06/30/2025</b>	<b>\$ 143,022</b>

## **City of Fort Bragg, California**

### **Wastewater Capacity Fees**

**Fiscal Year Ended June 30, 2025**

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(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.

*Sewer Collection Condition Assessment costs of \$740,000 were incurred in the fiscal year.*

- (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.

(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**

**Storm Drain Impact Fees**

**Fiscal Year Ended June 30, 2025**

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## **City of Fort Bragg, California**

### **Fire Impact Fees Report**

### **Fiscal Year Ended June 30, 2025**



**Prepared by City of Fort Bragg**

# **City of Fort Bragg, California**

## **Storm Drain Impact Fees**

**Fiscal Year Ended June 30, 2025**

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For purpose of compliance with California Government Code Subsection 66013(d), the following information regarding Impact Charges is presented in connection with the City's Fire Impact Fees 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 2025:

<b>City of Fort Bragg</b>			
<b>Master Fee Schedule</b>			
<b>STORM DRAINAGE FACILITIES FEES</b>			
		<b>Rate</b>	<b>Unit</b>
All Land Use Zones		\$0.7446	\$/improved sq ft

Rate per square foot of improved area (impervious surface). Improved area consists of ground covered by livable or occupied space, garages and carports, walkways, driveways, parking lots, or other paved area.

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

### **Statement of Revenues, Expenditures, and Changes in Fund Balance**

2025

<b>Revenues</b>	
Fees	\$ 8,276
Interest Income	
<b>Total Revenues</b>	<b>\$ 8,276</b>
<b>Expenses</b>	
	806.6
<b>Total Expenses</b>	<b>\$ 807</b>

### **Other Financing Sources (Uses)**

Transfers in	
Transfers out	
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$ -</b>

<b>Revenues Over (Under) Expenses</b>	<b>\$ 7,469</b>
<b>Beginning Fund Balance as of 07/01/2024</b>	<b>\$ 188,758</b>
<b>Ending Fund Balance as of 06/30/2025</b>	<b>\$ 196,227</b>

# **City of Fort Bragg, California**

## **Storm Drain Impact Fees**

**Fiscal Year Ended June 30, 2025**

---

(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.

Storm Drain Fees of \$806.60 were refunded to an applicant was the only expenses.

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

**Fire Impact Fees**

**Fiscal Year Ended June 30, 2025**

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# **City of Fort Bragg, California**

## **Fire Impact Fees Report**

### **Fiscal Year Ended June 30, 2025**



**Prepared by City of Fort Bragg**

# **City of Fort Bragg, California**

## **Fire Impact Fees**

**Fiscal Year Ended June 30, 2025**

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For purpose of compliance with California Government Code Subsection 66013(d), the following information regarding Impact Charges is presented in connection with the City's Fire Impact Fees 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 2025:

<b>City of Fort Bragg</b> <b>Master Fee Schedule</b> <b>FIRE FACILITIES FEES</b>			
<b>Category</b>		<b>Rate</b>	<b>Unit</b>
Residential		\$202.18	per 1,000 sq ft
Commercial		\$371.20	per 1,000 sq ft
Industrial		\$184.49	per 1,000 sq ft
Lodging		\$103.07	per room

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

## **Statement of Revenues, Expenditures, and Changes in Fund Balance**

	<u>2025</u>
<b>Revenues</b>	
Fees	\$ 1,408
Interest Income	\$ 0
<b>Total Revenues</b>	<b>\$ 1,408</b>
<b>Expenses</b>	
<b>Total Expenses</b>	<b>\$ 0</b>
 <b>Other Financing Sources (Uses)</b>	
Transfers in	\$ 0
Transfers out	\$ 0
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$ 0</b>
<b>Revenues Over (Under) Expenses</b>	<b>\$ 1,408</b>
<b>Beginning Fund Balance as of 07/01/2024</b>	<b>\$ 403</b>
<b>Ending Fund Balance as of 06/30/2025</b>	<b>\$ 1,811</b>

# **City of Fort Bragg, California**

## **Fire Impact Fees**

### **Fiscal Year Ended June 30, 2025**

---

(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 Fire Capacity Fees during Fiscal Year 2025.

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

*(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**

**Police Impact Fees**

**Fiscal Year Ended June 30, 2025**

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# **City of Fort Bragg, California**

## **Police Impact Fees Report**

### **Fiscal Year Ended June 30, 2025**



**Prepared by City of Fort Bragg**

# **City of Fort Bragg, California**

## **Police Impact Fees**

**Fiscal Year Ended June 30, 2025**

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For purpose of compliance with California Government Code Subsection 66013(d), the following information regarding Impact Charges is presented in connection with the City's Police Impact Fees 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.

<b>City of Fort Bragg</b> <b>Master Fee Schedule</b>			
<b>POLICE FACILITIES FEES</b>			
<b>Category</b>		<b>Rate</b>	<b>Unit</b>
Residential		\$324.99	per 1,000 sq ft
Commercial		\$2,028.54	per 1,000 sq ft
Industrial		\$782.16	per 1,000 sq ft
Lodging		\$553.24	per room

FY 2025:

		<u>2025</u>
<b>Revenues</b>		
Fees	\$	2,900
Interest Income		-
<b>Total Revenues</b>	\$	<b>2,900</b>
<b>Expenses</b>		2212.7
<b>Total Expenses</b>	\$	<b>2,213</b>

### **Other Financing Sources (Uses)**

Transfers in

Transfers out

**Total Other Financing Sources & Uses** \$ -

**Revenues Over (Under) Expenses** \$ 687

**Beginning Fund Balance as of 07/01/2024** \$ 2,213

**Ending Fund Balance as of 06/30/2025** \$ 2,900

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

# **City of Fort Bragg, California**

## **Police Impact Fees**

**Fiscal Year Ended June 30, 2025**

---

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

### **Statement of Revenues, Expenditures, and Changes in Fund Balance**

(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.

The only expenditure was a refund of Fees to an applicant in July 2024 during Fiscal Year 2025 .

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

### **General Plan Maintenance Fees Report** **Fiscal Year Ended June 30, 2025**



**Prepared by City of Fort Bragg**

**City of Fort Bragg, California**  
**General Plan Maintenance Fund**  
**Fiscal Year Ended June 30, 2025**

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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 2025:** 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**

		<b>FY 2025</b>
<b>Revenues</b>		
General Plan Maintenance Fees		\$ 29,763
Interest Income		6,084
<b>Total Revenues</b>		<b>\$ 35,847</b>
<b>Expenses</b>		
<b>Total Expenses</b>		<b>\$ 550</b>
<b>Other Financing Sources (Uses)</b>		
Transfers in		
Transfers out		
<b>Total Other Financing Sources &amp; Uses</b>		<b>\$ -</b>
<b>Revenues Over (Under) Expenses</b>		<b>\$ 35,297</b>
<b>Beginning Fund Balance as of 07/01/2024</b>		<b>\$ 175,226</b>
<b>Ending Fund Balance as of 06/30/2025</b>		<b>\$ 210,523</b>

**City of Fort Bragg, California**  
**General Plan Maintenance Fund**  
**Fiscal Year Ended June 30, 2025**

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*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 2025, there were only \$505 of costs associated with updates to the City's General Plans and other City plans and policies included the following:

## **City of Fort Bragg, California**

### **Development Impact Fees Report** **Parking In-Lieu Fees** **Fiscal Year Ended June 30, 2025**



**Prepared by City of Fort Bragg**

**City of Fort Bragg, California**  
**Development Impact Fees Report**  
**Parking-In-Lieu Fees**  
**Fiscal Year Ended June 30, 2025**

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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**

		<u>2025</u>
<b>Revenues</b>		
Parking Fees		\$ -
Interest Income		1,211
<b>Total Revenues</b>		<b>\$ 1,211</b>
<b>Expenses</b>		
<b>Total Expenses</b>		<b>\$ -</b>
<b>Other Financing Sources (Uses)</b>		
Transfers in		
Transfers out		
<b>Total Other Financing Sources &amp; Uses</b>		<b>\$ -</b>
<b>Revenues Over (Under) Expenses</b>		<b>\$ 1,211</b>
<b>Beginning Fund Balance as of 07/01/2024</b>		<b>\$ 37,618</b>
<b>Ending Fund Balance as of 06/30/2025</b>		<b>\$ 38,829</b>

**City of Fort Bragg, California**  
**Development Impact Fees Report**  
**Parking-In-Lieu Fees**  
**Fiscal Year Ended June 30, 2025**

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*(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 2025.

*(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 € Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during the fiscal year.



# City of Fort Bragg

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

## Text File

File Number: 25-571

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5F.

Adopt Resolution of the Fort Bragg City Council Approving First Amendment to Professional Services Agreement with Lumos & Associates for Materials Testing and Inspection Services for the Bainbridge Park Enhancements Project and Authorizing the City Manager to Execute Contract Amendment (Amount Not To Exceed \$60,873.00); CEQA Exemptions 15301(d), 15303, 15304, and 15332

**RESOLUTION NO. \_\_\_\_-2026**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THE  
FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH LUMOS & ASSOCIATES FOR MATERIALS TESTING AND  
INSPECTION SERVICES FOR THE BAINBRIDGE PARK ENHANCEMENTS  
PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
CONTRACT AMENDMENT IN AN AMOUNT NOT TO EXCEED \$60,873.00**

**WHEREAS**, the City of Fort Bragg entered into a Professional Services Agreement (“Agreement”) with Lumos & Associates on June 19, 2025, for materials testing and inspection services for the Bainbridge Park Enhancements Project, in an amount not to exceed \$46,700; and

**WHEREAS**, the Agreement was approved administratively under the City Manager’s signing authority pursuant to Fort Bragg Municipal Code (FBMC) §3.20.040; and

**WHEREAS**, during construction, additional geotechnical investigation, structural engineering, permitting support, and expanded construction inspection services were required to obtain Mendocino County building permit approvals and to support project delivery; and

**WHEREAS**, Lumos & Associates provided the City with a Change Order Request (Exhibit A) dated January 5, 2026, summarizing the additional services performed and identifying the remaining services required to complete project closeout, with a proposed amendment amount of \$14,173; and

**WHEREAS**, the total revised contract amount, including the proposed amendment, is \$60,873, which exceeds the City Manager’s administrative authority and therefore requires City Council approval pursuant to FBMC §3.20.050, which limits administrative approval of contract amendments to no more than ten percent (10%) of the original contract value; and

**WHEREAS**, City staff has reviewed the proposed amendment and determined that the additional services are necessary, reasonable, and consistent with the needs of the Bainbridge Park Enhancements Project; and

**WHEREAS**, sufficient funds are available in the approved project budget to cover the cost of the amendment.

**NOW, THEREFORE, BE IT RESOLVED** that this Project is exempt from Title 14, the California Code of Regulations (“CEQA Guidelines”), Sections 15301(d), 15303, 15304, and 15332; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Fort Bragg hereby approves the First Amendment to the Professional Services Agreement with Lumos &

Associates for materials testing and inspection services for the Bainbridge Park Enhancements Project, increasing the not-to-exceed amount to \$60,873.00 and authorizes the City Manager to execute the First Amendment and any necessary documents to implement this action.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 12<sup>th</sup> day of January, 2026, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

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**Jason Godeke  
Mayor**

**ATTEST:**

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**Diana Paoli  
City Clerk**

January 5, 2026

Chantell O'Neal,  
Assistant Director, Engineering  
City of Fort Bragg Public Works  
416 N Franklin St  
Fort Bragg, CA 95437

**Subject: Bainbridge Park Materials Testing and Inspection  
Change Order No. 1 – Additional Construction Services**

Dear Chantell,

Lumos & Associates, Inc. is pleased to provide you with this summary of additional services provided under our existing agreement for Construction Services and corresponding budget amendment to complete the construction inspection and materials testing required by the City of Ft. Bragg and Mendocino County.

**Original Scope**

The original project scope included construction inspection and materials testing of subgrade, aggregate base, asphalt, concrete, and BMP Installation. Lumos anticipated ten (10) non-consecutive shifts for our inspector to complete the work covered by this scope.

**Scope Changes**

During progression of the work by the contractor it was identified that additional Geotechnical and Structural engineering services would be required to secure the required Mendocino County building permit for the project. Lumos agreed to provide the requested/required services to assist in procuring the building permit. The additional services provided have been summarized below:

**Geotechnical Investigation & Report:** Mobilized a Geotechnician to the project site to log existing soil conditions, obtained soil samples, performed materials testing, and prepared a complete geotechnical report with recommendations.

**Structural Engineering:** Provide full structural design plans and calculations for the exterior soccer field footings.

**Permitting Assistance:** Completed additional structural calculations and special inspection documentation for building permit release.

**Additional Construction Inspection:** Based on the Contractor's progress and schedule, Lumos has performed twenty-one (21) individual site inspections, eleven (11) site visits in excess of the original scope.

### **Budget Amendment**

Lumos has made every effort to efficiently schedule resources actively working on other City projects to minimize project costs and complete the additional scope of work. These efforts have allowed Lumos to complete all the additional scope detailed herein within our original budget for the project. The requested amendment would include only those services required to complete the remaining required inspections and materials testing. These services and the associated costs have been summarized below:

Task	Description	Inspector	Reimbursables	Total
		\$190		
<b>1</b>	<b>Field Observation</b>			
	Field Observations/Testing	32		\$6,373
	Travel - 1- Trip (6 hrs + 6 hrs)	12		\$2,280
	Lodging and Per Diem (4 days @ (75+200))			\$1,100
	Hours	44		
	Subtotal	\$8,360	\$1,100	\$9,753
<b>3</b>	<b>Materials Testing</b>			
	Concrete Compressive Strength (6 Cyl)	\$	240.00	\$240
	Concrete Sample Delivery	6		\$1,140
	Project and Permit Closeout Documentation	16		\$3,040
				\$0
	Hours	22	\$	240.00
	Subtotal	\$4,180	\$240	\$4,420
<b>Total - Tasks 1 and 3</b>				<b>\$14,173</b>

Thank you again for allowing Lumos & Associates to continue to provide engineering and construction services for the City of Ft. Bragg. Please do not hesitate to contact me with any questions you may have or if you need any additional information.

Sincerely,



Brian Harer  
Group Manager  
Construction Division



# City of Fort Bragg

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

## Text File

File Number: 25-572

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5G.

Adopt Resolution of the Fort Bragg City Council Approving the Escrow Agreement for the Raw Water Line Project to Form and Authorizing the Public Works Director to Sign the Agreement in the amount \$150,000 with the California Department of Fish and Wildlife (CDFW) to Ensure Performance of Mitigation Requirements

## ESCROW AGREEMENT FOR RAW WATER LINE PROJECT

**THIS ESCROW AGREEMENT** (Agreement) is made by and between City of Fort Bragg (Permittee), the California Department of Fish and Wildlife (CDFW), and U.S. Bank National Association, as Escrow Agent (collectively, Parties).

WHEREAS, CDFW issued a Consistency Determination (Permit) to the Permittee for the (Raw Water Line Project), a copy of which is attached hereto as Exhibit A for reference purposes only;

WHEREAS, the Permit requires the Permittee to [Insert either/both, as applicable, fully mitigate Project-related impacts to Coho salmon (*Oncorhynchus kisutch*), referred to as the “Covered Species” in the Permit, by meeting the mitigation requirements described in Condition(s) [Insert condition of approval number(s)] of the Permit” and/or “implement specified measures to protect fish and wildlife resources, as described in Measure(s) [Insert protective measure number(s)] (Mitigation Requirements);

WHEREAS, Condition [Insert condition of approval number(s)] of the Permit (Security Requirement) requires the Permittee to provide CDFW financial security to ensure performance of Mitigation Requirements if project activities will commence prior to completion of the Mitigation Requirements; and

WHEREAS, CDFW agrees the Permittee may deposit funds into an escrow account pursuant to the terms of this Agreement to satisfy the Security Requirement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. Designation of the Escrow Agent and Creation of Escrow Account.**

- a. The Permittee and CDFW hereby appoint U.S. Bank National Association as the escrow agent, and U.S. Bank National Association (Escrow Agent) hereby accepts such appointment.
- b. Promptly after execution of the Agreement, the Escrow Agent shall establish an escrow account entitled Raw Water Line Project Escrow Account for Consistency Determination (CD) (Escrow Account). The Parties agree the sole purpose of the Escrow Account is to ensure performance of the Mitigation Requirements.
- c. The Escrow Agent shall provide quarterly Escrow Account statements to the Permittee and CDFW.
- d. The Permittee shall be solely responsible for payment of the Escrow Agent’s reasonable and customary fees.

**2. Deposit of Monies in Escrow Account.**

- a. Within two business days of the Effective Date of this Agreement, The Permittee shall deposit \$150,000 Dollars (\$150,000) (Principal Sum) into the Escrow Account, and thereafter the Escrow Agent shall promptly provide CDFW written confirmation that the Principal Sum has been deposited.

- b. The Escrow Agent shall invest the Principal Sum, which at the Permittee's direction may be invested into an interest-bearing money market account, provided that the Principal Sum shall at all times be immediately available for disbursement in accordance with this Agreement. Any interest earned on the Principal Sum shall be available for CDFW to draw upon through a Letter of Drawing. Any interest earned on the Principal Sum that is remaining when CDFW issues a Letter of Cancellation shall be returned to the Permittee.
- c. No monies other than the Principal Sum and interest earned thereon shall be deposited into the Escrow Account.
- d. The Escrow Agent shall disburse the Principal Sum and any interest thereon only in accordance with the instruction set forth below.

**3. Disbursement of Part or All of Principal Sum to CDFW.**

- a. Attached hereto as Exhibit B is a form of Letter for Drawing and attached hereto as Exhibit C is a form of Letter for Cancellation. CDFW and the Permittee hereby agree CDFW shall have sole power to complete, execute, and submit to Escrow Agent one or more Letters for Drawing if CDFW determines, based on a reasonable assessment of the Mitigation Requirements required by the Permit, that the Permittee has failed to comply with part or all of the Mitigation Requirements, and in such event Escrow Agent receives a Letter for Drawing, it shall be entitled to rely conclusively as to CDFW's determination set forth therein, without further investigation.
- b. The Letter for Drawing shall be completed and signed by CDFW's General Counsel or CDFW's Regional Manager for CDFW's Northern Region (each an Authorized Representative). Presentation by CDFW of a Letter for Drawing may be made by overnight courier mailto the Escrow Agent office address listed in Section 6 and Email: tfmcorporateescrowshared@usbank.com
- c. Upon presentation of a duly executed Letter for Drawing, the Escrow Agent shall deliver to CDFW, or to an account designated by CDFW, as specified in the letter, the "Demand Amount" in immediately available funds within five business days after receipt of the letter.
- d. If a demand for drawing does not conform to the Letter for Drawing, attached hereto as Exhibit B, the Escrow Agent shall give CDFW prompt notice the demand for drawing was not in accordance with the Letter for Drawing, state the reasons therefore, and await further instructions from CDFW. Upon receiving such notice, CDFW may correct any such non-conforming demand for drawing.
- e. All drawings under this Agreement shall be paid from and shall not exceed the Principal Sum and any interest earned thereon as of the date of the Letter of Drawing and shall reduce, *pro tanto*, the Principal Sum.

**4. Disbursement of Principal Sum and Interest to the Permittee.**

- a. If CDFW determines the Permittee has fully satisfied the Mitigation Requirements, the Permittee shall be entitled to the Principal Sum, or the remainder of the Principal Sum if

one or more disbursements have been made to CDFW pursuant to Section 3, and any remaining interest accrued thereon (Dispersal Amount) upon presentation by the Permittee of a duly executed Letter for Cancellation in the same form as Exhibit C, attached hereto, by overnight courier mail to the Escrow Agent's office address listed in Section 6 and Email: [tfmcorporateescrowshared@usbank.com](mailto:tfmcorporateescrowshared@usbank.com).

- b. The Letter for Cancellation shall be completed and signed by the Permittee and subject to CDFW's written consent, which consent shall not be unreasonably withheld, and shall be provided by an Authorized Representative of CDFW. Presentation by the Permittee of the Letter for Cancellation may be in person or by overnight mail only. Escrow Agent shall be entitled to rely conclusively on a duly executed Letter for Cancellation, without further investigation, provided CDFW's Authorized Representative has signed the Letter for Cancellation indicating CDFW's consent.
- c. Upon presentation of a duly executed Letter for Cancellation, the Escrow Agent shall deliver to the Permittee, or to an account designated by the Permittee, as specified in the letter, the Dispersal Amount in immediately available funds within five business days after receipt of the letter.
- d. If a demand for cancellation does not conform to the Letter for Cancellation, attached hereto as Exhibit C, the Escrow Agent shall give the Permittee prompt notice the demand for cancellation is not in accordance with the Letter for Cancellation, state the reasons therefore, and await further instructions. Upon receiving such notice, the Permittee may correct any such non-conforming demand for payment.

##### **5. Reduction of Principal Sum and Partial Disbursement to the Permittee.**

- a. If CDFW determines the Permittee has partially satisfied the Mitigation Requirements, the Permittee shall be entitled to a reduction in the Principal Sum (Reduction Amount) upon presentation by the Permittee of a duly executed Letter for Reduction in the same form as Exhibit D, attached hereto, by overnight courier mail to the Escrow Agent's office address listed in Section 6 and Email: [tfmcorporateescrowshared@usbank.com](mailto:tfmcorporateescrowshared@usbank.com).
- b. The Letter for Reduction shall be completed and signed by the Permittee and subject to CDFW's written consent, which consent shall not be unreasonably withheld, and which shall be provided by an Authorized Representative of CDFW. Presentation by the Permittee of the Letter for Reduction may be in person or by overnight mail only. Escrow Agent shall be entitled to rely conclusively on a duly executed Letter for Reduction, without further investigation, provided CDFW's Authorized Representative has signed the Letter for Reduction indicating CDFW's consent.
- c. Upon presentation of a duly executed Letter for Reduction, the Escrow Agent shall deliver to the Permittee, or to an account designated by the Permittee, as specified in the letter, the Reduction Amount in immediately available funds within five business days after receipt of the letter.
- d. If a demand for reduction does not conform to the Letter for Reduction, attached hereto as Exhibit D, the Escrow Agent shall give the Permittee prompt notice the demand for reduction is not in accordance with the Letter for Reduction, state the

reasons therefore, and await further instructions. Upon receiving such notice, the Permittee may correct any such non-conforming demand for payment.

6. **Notices.** Any notice, demand, request, consent, approval, or communication that the Permittee, CDFW, or the Escrow Agent desires or is required to give to another shall be in writing and be served personally or sent by overnight courier mail, addressed as follows:

To Permittee: John Smith  
City of Fort Bragg – Director of Public Works  
416 North Franklin Street  
Fort Bragg, CA 95437  
Add phone number and email address

With Copy to: Isaac Whippy  
City of Fort Bragg – City Manager  
416 North Franklin Street  
Fort Bragg, CA 95437

To CDFW: Tina Bartlett  
Regional Manager – Northern Region  
601 Locust Street  
Redding, CA 96001  
Add Phone number and email address

With Copy to: Office of the General Counsel  
California Department of Fish and Wildlife  
Post Office Box 944209  
Sacramento, CA 94244-2090  
Add phone number and email address

To Escrow Agent: U.S. Bank National Association  
1 California Street, Suite 1000  
San Francisco, CA 94111  
Attention: Global Corporate Trust  
Phone: (415) 677-3596  
Email: tfmcorporateescrowshared@usbank.com

Or to such other address(es) as the Parties shall designate by written notice to one another. Notice shall be deemed effective upon delivery in the case of personal delivery or by overnight mail; in the case of delivery by first class mail, five calendar days after deposit in the United States mail.

7. **Authority of Escrow Agent and Limitation of Liability.**

a. The Escrow Agent shall have only such duties as are specified herein or are otherwise required under applicable law or the Escrow Agent's duties as a fiduciary. No implied duties shall be read into this Agreement, and the Escrow Agent shall not be liable for

any error of judgment or any act done, or omitted to be done, hereunder by it in the absence of its gross negligence or willful misconduct.

- b. The Escrow Agent may act in reliance upon any writing, instrument or signature executed by CDFW and/or the Permittee which it, in good faith, reasonably believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and shall not be required to investigate the truth or accuracy of any statement contained in any such writing or instrument. Also, the Escrow Agent may assume that any Authorized Person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized.
- c. The Escrow Agent shall be entitled to consult with legal counsel if a question or dispute arises with regard to the construction of any of the provisions hereof as they relate to the Escrow Agent's duties and rights.
- d. The Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers under the Agreement and shall not be required to take any action which, in the Escrow Agent's reasonable judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its reasonable discretion, to be satisfactory.
- e. As an inducement for the Escrow Agent to enter into this Agreement, prior to or at the time such compensation is earned, the Permittee shall pay to the Escrow Agent compensation for its services hereunder.
- f. Except in the case of a final, unappealable order of a court of competent jurisdiction which holds the Escrow Agent liable on account of its own gross negligence or willful misconduct, the Permittee shall indemnify and hold harmless the Escrow Agent from and against any and all liabilities, losses, actions, suits or proceedings at law or in equity, and any other reasonable expenses, fees or charges of any character or nature, which the Escrow Agent may incur by reason of its acting as the Escrow Agent under this Agreement or arising out of the existence of the Escrow Account. The terms of this paragraph shall survive termination of this Agreement.
- g. The Escrow Agent may at any time resign by giving sixty (60) business days prior written notice of resignation to the Permittee and CDFW. If the Escrow Agent resigns, a successor Escrow Agent shall be appointed by the Permittee with the written consent of CDFW and delivered to the Escrow Agent and to such successor Escrow Agent and, thereupon, the resignation of the predecessor Escrow Agent shall become effective and such successor Escrow Agent, without any further act, deed or conveyance, shall succeed to all the rights and obligations with respect to the securities, money and property held hereunder of such predecessor Escrow Agent. In that event, such predecessor Escrow Agent shall, on the written request of the Permittee and CDFW, deliver to successor Escrow Agent the Principal Sum and any interest earned thereon. If no successor Escrow Agent is appointed within sixty (60) business days of a notice of resignation by the Escrow Agent, the Escrow Agent shall, at the Escrow Agent's option: (1) continue to hold the Principal Sum and any interest earned thereon pursuant to this

Agreement; or (2) deliver the Principal Sum and any interest earned thereon to CDFW, in which event the Escrow Agent shall have no further responsibilities or obligations with respect thereto, and CDFW shall hold such payment until a successor Escrow Agent is appointed.

8. **Amendment.** This Agreement may not be amended, modified, supplemented, or otherwise altered except by an instrument in writing signed by the Parties.
9. **Termination.** This Agreement will terminate and the Escrow Agent shall close the Escrow Account upon the disbursement by the Escrow Agent of the Principal Sum and any interest accrued thereon in accordance with the terms of this Agreement. The Permittee acknowledges and agrees that any and all indemnities made by the Permittee shall survive the termination or earlier expiration of this Agreement.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
11. **Severability; Interpretation.** If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule or law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to accomplish the Parties' original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.
12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof.
13. **Headings.** The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.
14. **Effective Date.** This Agreement shall take effect upon the last date of signature below.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument.

**IN WITNESS WHEREOF,** the Parties hereto have caused their names to be hereto subscribed by their respective authorized representatives.

**CITY OF FORT BRAGG, Permittee**

---

John Smith  
Director of Public Works

Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

---

Tina Bartlett  
Regional Manager  
Northern Region

Date: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION, Escrow Agent**

---

Authorized Officer

Date: \_\_\_\_\_

**EXHIBIT A**

**Consistency Determination**

**EXHIBIT B**

**Letter for Drawing**

[Department of Fish and Wildlife letterhead]

[Insert date]

[Insert either BY OVERNIGHT MAIL or BY PERSONAL DELIVERY]

[Insert Escrow Agent Addressee]

Re: Raw Water Pipeline Project Escrow Account for Consistency Determination (CD)

Escrow Agent:

This notice is delivered to you pursuant to Section 3 of the Escrow Agreement dated [Insert date] by and between City of Fort Bragg (Permittee), California Department of Fish and Wildlife (CDFW), and **U.S. Bank National Association**, as the Escrow Agent. Unless otherwise defined herein, or the context otherwise requires, terms used herein have the meanings provided in the Escrow Agreement.

CDFW has determined the Permittee has failed to comply with terms and conditions as required under the above-referenced Consistency Determination. Therefore, CDFW hereby requests you disburse to CDFW [Insert Demand Amount] (Demand Amount") from the Raw Water Line Project Escrow Account for Consistency Determination (CD) within five business days of receipt of this letter, in accordance with the Escrow Agreement.

[Insert payment instructions describing payment as "Demand Amount"]

[Insert CDFW contact information]

Sincerely,

[Name of CDFW Authorized Representative]

[Title]

**EXHIBIT C**

**Letter for Cancellation**

[Permittee letterhead]

[Insert date]

[Insert either BY OVERNIGHT MAIL or BY PERSONAL DELIVERY]

[Insert Escrow Agent Addressee]

Re: Raw Water Line Project Escrow Account for Consistency Determination (CD)

Escrow Agent:

This Notice is delivered to you pursuant to Section 4 of the Escrow Agreement, dated [Insert date] by and between City of Fort Bragg (Permittee), California Department of Fish and Wildlife (CDFW), and **U.S. Bank National Association**, as the Escrow Agent. Unless otherwise defined herein, or the context otherwise requires, terms used herein have the meanings provided in the Escrow Agreement.

CDFW has determined the permittee has satisfied its Mitigation Requirements as required under the above-referenced Consistency Determination. Therefore, the Permittee, with CDFW's express written consent as evidenced below, hereby requests you disburse to the Permittee the remaining Principal Sum of [Insert Amount], and any interest accrued thereon (Remainder Amount) from the above-referenced Escrow Account within five business days of receipt of this letter, and thereafter close the Escrow Account, in accordance with the Escrow Agreement.

[Insert payment instructions]

Sincerely,

John Smith  
Director of Public Works

**CONSENT**

The California Department of Fish and Wildlife hereby consents to this Letter of Cancellation by the Permittee.

---

[Name of CDFW Authorized Representative]  
[Title]

Date

---

**EXHIBIT D**

**Letter for Reduction**

[Permittee letterhead]

[Insert date]

[Insert either BY OVERNIGHT MAIL or BY PERSONAL DELIVERY]

**U.S. Bank National Association**

Re: Raw Water Line Project Escrow Account for Consistency Determination (CD)

Escrow Agent:

This Notice is delivered to you pursuant to Section 4 of the Escrow Agreement, dated [Insert date] by and between City of Fort Bragg (Permittee), California Department of Fish and Wildlife (CDFW), and **U.S. Bank National Association**, as the Escrow Agent. Unless otherwise defined herein, or the context otherwise requires, terms used herein have the meanings provided in the Escrow Agreement.

CDFW has determined the permittee has partially satisfied its Mitigation Requirements as required under the above-referenced Consistency Determination. Specifically, the Permittee has completed all required activities pursuant to Condition(s) of Approval [Insert number for all conditions of approval that have been fully satisfied]. Therefore, the Permittee, with CDFW's express written consent as evidenced below, hereby requests you disburse to the Permittee [Insert Amount] (Reduction Amount) from the above-referenced Escrow Account within five business days of receipt of this letter, and thereafter close the Escrow Account, in accordance with the Escrow Agreement.

[Insert payment instructions]

Sincerely,

John Smith  
Director of Public Works

**CONSENT**

The California Department of Fish and Wildlife hereby consents to this Letter of Reduction by the Permittee.

---

[Name of CDFW Authorized Representative]  
[Title]

Date

---



# City of Fort Bragg

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

## Text File

File Number: 25-564

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5H.

Receive and File Minutes of the Public Works and Facilities Committee Meeting of November 13, 2025



# City of Fort Bragg

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

## Meeting Minutes Public Works and Facilities Committee

---

Thursday, November 13, 2025

4:00 PM

Town Hall, 363 N. Main Street

---

### MEETING CALLED TO ORDER

Committee Member Jason Godeke called meeting to order at 4:00 PM

### ROLL CALL

Committee Members Jason Godeke and Scott Hockett present. City Staff; Public Works Director John Smith and Administrative Assistant Emily Reno present.

### 1. APPROVAL OF MINUTES

A. [25-482](#) Approve Minutes of September 4, 2025

Committee Members Godeke and Hockett approved minutes as presented.

### 2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

### 3. CONDUCT OF BUSINESS

A. [25-485](#) Discussion of Trash Management

Director Smith and Committee Members Godeke and Hockett discussed ongoing trash issues along the coastal trail and within the central business district, both during regular operations and over holiday weekends, and talked about ways to improve conditions.

No Public Comment was received on this item.

B. [25-486](#) Discussion of Curb Grass Removal

Director Smith presented the details and challenges of using the current street sweeper to cut curbside grass. Committee Members Godeke and Hockett asked clarifying questions and offered feedback.

Public Comment was received by Jay Rosenquist.

C. [25-484](#) Director Oral Report on Departmental Activities and Project Updates

Director Smith provided updates on the following projects and items of interest:

- Broadband Project
- Caltrans Sidewalk Project
- Town Hall Retrofit & Bathrooms Project
- Police Department Security Retrofit Project
- Fire Station Rehabilitation Project
- Dryer Building Rehab
- Biosolids Storage Building
- Facilities Solar Project
- Tribal Learning Center
- Veteran's Hall Emergency Operations Center.
- Facilities Camera Project
- Oneka Desal Buoy Project
- Water Treatment Plant Rehabilitation Project
- Raw Water Line Replacement Project
- Distribution System Master Plan
- Recycled Water Feasibility Study
- Collection System Master Plan
- Trash Capture
- Reservoir Project
- Guest House Repointing

Public Comment was received by Jenny Shattuck and Jacob Patterson.

Discussion: Committee Member Hockett inquired about the broadband project and Committee Member Godeke asked about the facilities camera project. Director Smith provided more details.

#### **4. MATTERS FROM COMMITTEE / STAFF**

Committee Member Godeke requested a future discussion on alternative power source options for food trucks in the central business district and suggested including the street sweeper schedule in upcoming water bill mailings. Committee Member Hockett inquired about potential alternative public restroom options at City Hall.

#### **ADJOURNMENT**

Committee Member Godeke adjourned the meeting at 4:57 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: 26-577

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5I.

Receive and File Minutes of the Visit Fort Bragg Committee Meeting of November 18, 2025



# City of Fort Bragg

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

## Meeting Minutes

### Visit Fort Bragg

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Tuesday, November 18, 2025

3:30 PM Town Hall 363 N Main St. 344 North Barnes St. Ukiah CA  
95482 and Via Video Conference

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#### MEETING CALLED TO ORDER

Chair Albin-Smith called the meeting to order at 3:31 PM.

#### ROLL CALL

City Staff: Public Experience Liaison Adelaide La Torre, Administrative Assistant Stephanie Remington

**Debra De Graw (arrived at 3:32 PM).**

**Present:** 7 - Tess Albin-Smith, Lindy Peters, Alison DeGrassi, Debra DeGraw, Roxanne Perkins, Cory Epperson and Jon Glidewell

**Absent:** 2 - Barbara Bruce and Stathi Pappas

#### 1. APPROVAL OF MINUTES

**1A. [25-507](#)** Approve Minutes of Visit Fort Bragg Committee October 16, 2025

**Attachments:** [VFB MINS 10.16.2025](#)

The minutes were approved by the committee as presented.

#### 2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

#### 3. CONDUCT OF BUSINESS

**3A. [25-503](#)** Receive Update from Idea Cooperative

**Attachments:** [VFB Update 11.18.2025](#)

Melissa Holberton and Tom Kavanaugh of Idea Cooperative presented budgeting and advertising activities for the Visit Fort Bragg website and social media. Future plans for advertisements, local business spotlights, and Top 10 Lists being featured next month. Local beach map has been finalized and will be printed and distributed to hotels and City Hall. Entertainment Zone events should be advertised through Idea Cooperative platforms. Blue Fest tickets will include all-access tickets and preview events. Tickets will be on sale December 1, 2025.

Discussion: Committee members asked clarifying questions and discussed future promotional opportunities. City Council will be reviewing Entertainment Zones discussion to finalize event criteria/rules.

Public Comment: None.

**3B. 25-504      Receive Update from Visit Mendocino**

Attachments: [Att 1 - Visit Mendocino Report](#)

[Att 2 - Article- Mushroom Train](#)

Adelaide La Torre reminded all committee and community members that Visit Mendocino's report is attached to the meeting Agenda Packet with a feature article on the Mushroom Train.

**3C. 25-506      Receive Oral Update From VFB Special Events Subcommittee**

Adelaide La Torre presented a report on subcommittee work including the wrap up for Magic Market and future events included in the Winter Wonderland (Tree lightings, Santa visits, tree decorating and purchasing, and the Lighted Truck Parade). Review of committee member application processing and appointment will begin. Four members (Debra De Graw, Alison DeGrassi, Cory Epperson, and Roxanne Perkins) terms will expire. Applications will be available at City Hall (need to be returned to Adelaide La Torre) and due the first Friday of January.

Discussion: None.

Public Comment: None.

**3D. 25-505      Discuss Potential 2026 Event: Tacos and Tequila/Beer**

Debra De Graw presented with Jon Glidewell on a proposed event to be held near the ocean. The goal is to bring 3,000 people to town in 2026 with this event. The Subcommittee will continue to brainstorm and plan this event, possibly with help from the Mendocino Chamber of Commerce.

Discussion: Limited term permits will be needed for an event, former city staff may have insight from prior events. May is Mendocino Film Festival, this may cause a conflict.

Public Comment: None.

**4. MATTERS FROM COMMITTEE / STAFF****ADJOURNMENT**

Chair Albin-Smith adjourned the meeting at 4:25 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: 26-578

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5J.

Receive and File Minutes of the Finance and Administration Committee of November 18, 2025



# City of Fort Bragg

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

## Meeting Minutes Finance and Administration Committee

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Wednesday, November 12, 2025

4:00 PM

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

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### MEETING CALLED TO ORDER

Chair Albin-Smith called the meeting to order at 3:58 PM.

### ROLL CALL

Staff Present: City Clerk Diana Paoli, Administrative Assistant Stephanie Remington, and City Manager Isaac Whippy.

Present: 2 - Tess Albin-Smith and Marcia Rafanan

### COMMITTEE MEMBERS PLEASE TAKE NOTICE

### ZOOM WEBINAR INVITATION

#### 1. APPROVAL OF MINUTES

1A. [25-465](#) Approve Minutes from August 13, 2025 Finance & Administration Committee Meeting

Attachments: [FAC MIN 2025.08.13](#)

The minutes were approved by the committee as presented.

#### 2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

#### 3. CONDUCT OF BUSINESS

3A. [25-478](#) Receive Report and Consider Annual Salary Increase for City Councilmembers and Make Recommendation to the City Council to Introduce Ordinance and Amend Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code

Attachments: [11122025 City Council Salary Increase Staff Report](#)

[Att 1 - ORD Council Salary Update](#)

[Att 2 - Chapter 2.04 CITY COUNCIL, Salary 2.04.060](#)

[Att 3 - CA Gov Code 36516](#)

Diana Paoli presented a report on City Council salary increases.

Discussion: Clarifying questions were asked and discussion was had on the timeline options for

increase of Councilmember payments. Committee members suggested the report be added to City Council for a vote to increase salary payments effective after the next election cycle.

Public Comment: Jacob Patterson, David Gurney

#### **4. MATTERS FROM COMMITTEE / STAFF**

Isaac Whippy discussed the water/sewer rate study report that will be given at the January Finance and Administration meeting. This meeting will also include a fee schedule review. MCN and Quarter 1 contract reports will be reviewed by committee in December. Stephanie Remington reviewed the Administration Director job posting that recently closed on October 31, 2025. Application reviews and interviews will be held soon.

#### **ADJOURNMENT**

**Chair Albin-Smith adjourned the meeting at 4:22 PM.**



# City of Fort Bragg

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

## Text File

File Number: 25-557

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5K.

Approve Minutes of June 9, 2025



# City of Fort Bragg

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

## Meeting Minutes

### City Council

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

---

Monday, June 9, 2025

6:00 PM

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

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### CALL TO ORDER

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

### ROLL CALL

Present: 4 - Jason Godeke, Marcia Rafanan, Tess Albin-Smith and Scott Hockett

Absent: 1 - Lindy Peters

### CLOSED SESSION REPORT

City Attorney, Baron Bettenhausen reported at last special closed session, Councilmember Peters recused himself from Item 9B due to his wife being a member of the bargaining unit which is a party to the negotiation. There are no reportable actions to disclose from closed session.

### AGENDA REVIEW

Mayor Godeke reported that Item 7D will be continued to June 23, 2025, due to a procedural issue.

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

**1A. [25-197](#)** National Pollinator Week Proclamation

Councilmember Albin-Smith read and presented Proclamation of National Pollinator Week to Cornelius Reynolds.

**1B. [25-198](#)** Juneteenth Freedom Day Proclamation

Mayor Godeke read Proclamation recognizing Juneteenth Freedom Day.

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

- (1) Dr. Richard Miller, Evan Dick, Jacob Patterson, Marcie Snider, and Chris Hart.
- (2) None.
- (3) None.

### 3. STAFF COMMENTS

City Manager Isaac Whippy shared upcoming events and Budget Workshop.

#### **4. MATTERS FROM COUNCILMEMBERS**

Councilmembers reported attendance at Fire Authority meeting, Mendocino Film Festival, Visit Fort Bragg Kick- Off event, Sonoma Clean Power meeting, Pride Parade, and Blue Economy event in Noyo Harbor.

#### **5. CONSENT CALENDAR**

##### **Approval of the Consent Calendar**

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

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

**Absent:** 1 - Councilmember Peters

**5A. 25-207** Accept Certificate of Completion for EV Fleet Charging Station Project (PWP-00126) and Direct City Clerk to File Notice of Completion

**This Certificate of Completion was accepted on the Consent Calendar.**

**5B. 25-208** Adopt City Council Resolution of the Fort Bragg City Council Approving Contract Change Order 3 with Akeff Construction Services, Inc. for City EV Fleet Charging Station Project PWP-00126; Approving Budget Amendment 2024/25-13 and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$184,642.00); CEQA Exemption 15301

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4931-2025

**5C. 25-215** Approve Special Minutes of March 24, 2025

**These Minutes were approved on the Consent Calendar.**

**5D. 25-216** Approve Special Minutes of March 20, 2025

**These Minutes were approved on the Consent Calendar.**

**5E. 25-217** Approve Special Minutes of March 11, 2025

**These Minutes were approved on the Consent Calendar.**

**5F. 25-218** Approve Minutes of March 10, 2025

**These Minutes were approved on the Consent Calendar.**

#### **6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

None.

## **7. PUBLIC HEARING**

### **7A. 25-211**

Receive a Report, Hold a Public Hearing, and Introduce, by Title Only, and Waive Further Reading of Ordinance xxxx-2025, Adopting the Updated Fire Hazard Severity Zone (FHSZ) Maps for the City of Fort Bragg Local Responsibility Area (LRA), as Released by the California Department of Forestry and Fire Protection (CAL FIRE) Under the Direction of the Office of the State Fire Marshal (OSFM)

**Mayor Godeke opened the public hearing at 6:33 PM.**

City Manager, Isaac Whippy introduced Item 7A. Fire Chief Steve Orsi presented Report regarding the Updated Fire Hazard Severity Zone (FHSZ) Maps for the City of Fort Bragg Local Responsibility Area (LRA). Councilmembers asked clarifying questions.

Public Comment: None.

**Mayor Godeke closed the public hearing at 6:34 PM.**

**A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, that this Ordinance be introduced. The motion carried by the following vote:**

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

**Absent:** 1 - Councilmember Peters

### **7B. 25-200**

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

1) Ordinance XXXX-2025 Amending Division 17 of the Fort Bragg Municipal Code Local Coastal Program Amendment 4-25 (CLUDC 4-25) to Amend Chapter 17.42.200 "Urban Unit Development," And Chapter 17.84.045 "Urban Lot Split," to Incorporate Comments From HCD Into Regulations and Standards for Urban Lot Splits and Urban Unit Residential Development Projects in Low Density Residential Zoning Districts Pursuant to Senate Bill 9; Statutorily Exempt CEQA Guideline 15265 and Gov Code 65852.21 and 66411.7

2) Ordinance XXXX-2025 Amending Division 18 of the Fort Bragg Municipal Code Land Use and Development Code Amendment 4-25 (ILUDC 4-25) to Amend Chapter 18.42.200 "Urban Unit Development," and Chapter 18.84.045 "Urban Lot Split," to Incorporate Comments From HCD Into Regulations and Standards for Urban Lot Splits and Urban Unit Residential Development Projects in Low Density Residential Zoning Districts Pursuant to Senate Bill 9; Statutorily Exempt Gov Code 65852.21 and 66411.7

**Mayor Godeke opened the public hearing at 6:42 PM.**

Consultant Marie Jones provided staff report and Planning Commissioner's Recommendation. Councilmembers asked clarifying questions. Consultant Marie Jones was available to reply to clarifying questions by Councilmembers.

Public Comment: None.

**Mayor Godeke closed the public hearing at 6:43 PM.**

**A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, that these Ordinances be introduced. The motion carried by the following vote:**

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

**Absent:** 1 - Councilmember Peters

**7C. 25-201**

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

- 1) Ordinance XXXX-2025 Amending Various Sections of Division 18 (ILUDC) of the Fort Bragg Municipal Code (ZON 4-25) to Implement Changes in State Law for New and Revised Regulations Related to Emergency Shelters, Group Homes, Low Barrier Navigation Centers, Supportive Housing, and the Granting of Density Bonus to Non-Vacant Sites; Statutorily Exempt 15265
- 2) Ordinance XXXX-2025 Amending Various Sections of Division 17 (CLUDC) of the Fort Bragg Municipal Code (ZON 5-25) to Implement Changes in State Law for New and Revised Regulations Related to Emergency Shelters, Group Homes, Low Barrier Navigation Centers, Supportive Housing, and the Granting of Density Bonus to Non-Vacant Sites; Categorically Exempt 15061.b.3) and Government code 65583(a)(4)(D)

**Mayor Godeke opened the public hearing at 6:57 PM.**

Consultant Marie Jones presented staff report and Planning Commissioner's Recommendation. Councilmembers asked clarifying questions. Consultant Marie Jones was available to reply to clarifying questions by Councilmembers.

Public Comment: Jenny Shattuck, Jacob Patterson, and Jay McMartin.

**Mayor Godeke closed the public hearing at 7:03 PM.**

**A motion was made by Vice Mayor Rafanan, seconded by Councilmember Albin-Smith, that these Ordinances be introduced as amended. The motion carried by the following vote:**

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

**Absent:** 1 - Councilmember Peters

**7D. 25-212**

Receive a Report, Hold a Public Hearing, and Consider Adoption of a City Council Resolution Updating the City's Fee Schedule to Include MCN and Municipal Broadband Service Fees; Statutorily Exempt 14 CCR 15273

Mayor Godeke introduced Item 7D and informed public the Item would be continued to a public hearing on June 23, 2025.

**Mayor Godeke opened the public hearing at 7:16 PM.**

Public Comment: Jacob Patterson and Jay McMartin.

**A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, that the public hearing to be continued to June 23, 2025. The motion carried by the following vote:**

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

**Absent:** 1 - Councilmember Peters

**7E. 25-193** Receive a Report, Hold a Public Hearing to Present City of Fort Bragg Vacancy Report 2025, a Comprehensive Overview of Current Job Vacancies, Recruitment and Retention Efforts as Required by Assembly Bill 2561.

Human Resources Manager, Juli Mortensen presented Staff Report and overview of Job Vacancies, Recruitment and Retention Efforts as required by Assembly Bill 2561. Councilmembers asked clarifying questions. No direction or action was required.

**Mayor Godeke opened the public hearing at 7:34 PM.**

Public Comment: None.

**Mayor Godeke closed the public hearing at 7:34 PM.**

## **8. CONDUCT OF BUSINESS**

**8A. 25-213** Consider Adopting a Resolution Accepting the Mill Site Development Strategy Report and Directing City Manager to Initiate Phase 2 of the Master Development Agreement Planning Program; CEQA Exemptions 15265 and 15061(b)(3)

City Manager, Isaac Whippy Introduced Item 8A and provided update on the direction toward Memorandum of Understanding, negotiations, and importance of community input. Consultant, Walter Kieser continued sharing Strategy Report and highlighted key reasons to adopt Resolution which outlined next steps. Councilmembers asked clarifying questions. City Manager, Isaac Whippy and Consultant, Walter Kieser were available to reply to questions by Councilmembers.

Public Comment: Peter McNamee, Jay Tippett, Marcie Snider, George Reinhardt, Susan Sisks, Chris Hart, Jenny Shattuck, Jacob Patterson, Gabrial Quinn Maroney, Patricia Pat, and Jary Stavely.

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

**Aye:** 3 - Mayor Godeke, Vice Mayor Rafanan and Councilmember Hockett

**No:** 1 - Councilmember Albin-Smith

**Absent:** 1 - Councilmember Peters

Enactment No: RES 4932-2025

Mayor Godeke recessed the meeting at 8:06 PM; the meeting was reconvened at 8:19 PM.

**8B. 25-177** Receive Report and Provide Direction to Staff Regarding Initiating Project for the Installation of Parcourse Fitness Equipment Stations along Coastal Trail

Mayor Godeke introduced Item 8B. Assistant Planner, Sarah Peters presented Staff Report and Binocular Survey Results and requested direction from the City Council. Blue Zone Staff, Lucy Bartholomew was available to answer questions. Councilmembers asked clarifying questions regarding funding, location, maintenance concerns and provided direction to staff to research binocular options and hold off on Parcourse Fitness Equipment due to maintenance concerns. Public Comment: Jenny Shattuck, Gabriel Quinn Maroney, Jacob Patterson, and Marie Jones.

## **9. CLOSED SESSION**

None.

## **ADJOURNMENT**

**Mayor Godeke adjourned the meeting at 9:27 PM.**

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JASON GODEKE, MAYOR

---

Diana Paoli, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

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

## Text File

File Number: 25-558

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5L.

Approve Minutes of June 23, 2025



# City of Fort Bragg

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

## Meeting Minutes

### City Council

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

---

Monday, June 23, 2025

6:00 PM

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

---

### CALL TO ORDER

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

### ROLL CALL

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

### CLOSED SESSION REPORT

City Attorney Baron Bettenhausen reported the council considered item in closed session to initiate litigation and by unanimous vote of the council agreed to enter into a settlement with SHN Engineers and REY Engineers and in consideration of the release of all claims; SHN Engineers shall pay the City \$44,600 and REY Engineers shall pay the City \$24,600. The City shall retain a license to cast the contractors and surveyor, if necessary to resolve the alleged flaws at the intersection of Harold and Oak. Council also voted unanimously to authorize the City Manager authority to execute a Change Order with Argonaut Constructors to complete the construction as directed.

### AGENDA REVIEW

Mayor Godeke reported Item 7A will be continued to July 14, 2025.

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

**1A. 25-199** Receive Presentation from Mendocino Coast Hospitality Center

Director, Paul Davis shared a presentation regarding Mendocino Coast Hospitality Center. President of Board, Carol White shared and invited all to Open House for 40th Anniversary Celebration in August.

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

- (1) Marcy Snider, Jenny Shattuck, Gabriel Quinn Maroney, Judy Martin, and Jay Rosenquist.
- (2) Jay Rosenquist.
- (3) None.

### 3. STAFF COMMENTS

City Manager Isaac Whippy reported Special Meeting - Mill Site Workshop shall be Thursday, June 26, 2025, at 5:30 p.m. at Cotton Auditorium.

#### **4. MATTERS FROM COUNCILMEMBERS**

Councilmembers shared events and meetings such as Pride Parade, Committee meetings at League of City regarding taxation, and Mendocino Transit Authority. Councilmembers also shared need to support animals at Humane Society and thanked law enforcement for community work and attendance at Pride Parade.

#### **5. CONSENT CALENDAR**

Councilmember Peters recused himself from Item 5H.

##### **Approval of the Consent Calendar**

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

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

##### **5A. 25-227**

Resolution of the Fort Bragg City Council Authorizing the City Manager to Execute the Agreement with the State of California's Youth Opioid Response Cohort 4 in Order to Receive a Grant Award totaling \$580,764

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4933-2025

##### **5B. 25-230**

Authorize the City Manager to Execute a License Agreement with Mendocino County Regarding Use of County Property at Fort Bragg Veterans Memorial Building, APN 008-183-02 for the Bainbridge Park Enhancement Project

**The authority of City Manager to execute License Agreement was approved on the Consent Calendar.**

##### **5C. 25-231**

Readopt Master Traffic Resolution; CEQA Exempt 15061(b)(3)

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4934-2025

##### **5D. 25-236**

Adopt Resolution Approving Contract Amendment No.2 with Truepoint Solutions, LLC for Additional Configuration and Project Management Support Authorizing the City Manager to Execute Contract (Amount Not To Exceed \$140,230.00)

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4935-2025

**5E. 25-238**

Adopt Resolution of the Fort Bragg City Council Approving Second Amendment to Professional Services Agreement with Miller Marine Science & Consulting for the Oneka Desalination Buoy Project, and Authorizing the City Manager to Execute Contract (Amount Not to Exceed \$53,500)

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4936-2025

**5F. 25-240**

Accept Certificate of Completion for Facilities Camera and Police Department Access Control Project and Direct City Clerk to File Notice of Completion

**The Certificate of Completion was accepted on the Consent Calendar.**

**5G. 25-241**

Resolution of the Fort Bragg City Council Establishing the Broadband and Digital Infrastructure Division and Adopting Associated Classifications and Compensations

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4937-2025

**5I. 25-247**

Approve Resolution of the Fort Bragg City Council Requesting The Mendocino Local Agency Formation Commission to Allow The City's Municipal Broadband Utility to Provide Internet Access for Existing Mendocino Community Network Customers Residing Outside City Limits

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4938-2025

**5J. 25-248**

Approve Agreement with Revize for Custom Web Site Design, Implementation, and 5-Yr Annual Hosting and Maintenance Not to Exceed \$85,045

**Agreement for Custom Web Site Design was approved on the Consent Calendar.**

**5K. 25-249**

Resolution of the Fort Bragg City Council to Update the Mid-Management Employee Group's Terms and Conditions of Employment

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4939-2025

**5L. 25-253**

Adopt, by Title Only, and Waive Further Reading of Ordinance 1010-2025; The City Council of the City of Fort Bragg to Designate Fire Hazard Severity Zones

**The Ordinance 1010-2025 was adopted on the Consent Calendar.**

Enactment No: ORD 1010-2025

**5M. 25-262**

Resolution of the Fort Bragg City Council Establishing a Compensation Plan, Approving New Positions and Terms And Conditions of Employment for Non-Bargaining and Confidential, Non-Exempt Employees

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4940-2025

## **ITEMS REMOVED FROM CONSENT CALENDAR**

### **5H. 25-242**

Resolution of the Fort Bragg City Council Approving the 2025-2029 Memorandum of Understanding with the Fort Bragg Employee Organization/Service Employees International Union Local 1021 and Authorizing City Manager to Execute Same

Councilmember Peters recused himself from Item 5H due to his wife being a member of the bargaining unit.

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

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

**Recuse:** 1 - Councilmember Peters

Enactment No: RES 4941-2025

## **6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

## **7. PUBLIC HEARING**

### **7A. 25-251**

The Public Hearing for the Following Item has Been Continued to July 14, 2025: "Coastal Development Permit Amendment, Use Permit and Design Review Amendments to Modify an Approved Mixed-Use Multifamily Project at 1151 S Main Street to Respond to Coastal Commission Staff Requests to: 1) Change 3 units of Multifamily Housing into 2,450 SF of Hotel Units on the Ground Floor of Building 3; and 2) add a Signed Public Access Sidewalk through the Parcel"

**Mayor Godeke opened the public hearing at 7:00 PM.**

Public Comment: Paul Clark.

Mayor Godeke announced the public hearing will be continued to July 14, 2025.

**A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, to approve the public hearing to be continued to July 14, 2025. The motion carried by the following vote:**

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

### **7B. 25-252**

Receive a Report, Hold a Public Hearing, and Consider Adoption of a City Council Resolution Updating the City's Fee Schedule to Include MCN and Municipal Broadband Service Fees; Statutorily Exempt 14 CCR 15273

**Mayor Godeke reopened the public hearing at 7:10 PM.**

City Manager, Isaac Whippy presented Staff Report regarding Fee Schedule and Municipal

Broadband Services Fees. Councilmembers asked clarifying questions to staff.

Public Comment: Jenny Shattuck, Jacob Patterson, and Jay Rosenquist.

**Mayor Godeke closed the public hearing at 7:17 PM.**

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

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

Enactment No: RES 4942-2025

**7C. 25-256**

Receive a Report, Hold a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waive Further Reading of Ordinance 1015-2025 Amending (Coastal Plan Amendment LCP 1-24), Certified by the California Coastal Commission, to: a) Amend Map LU-4 of the Coastal General Plan to Add a Third Plan Area; and b) Amend Table 2-10 of the CLUDC to Allow a Science Center with a Use Permit in the Public Facilities Zoning District; and c) Add a Definition of Science Center to the CLUDC; and d) Amend the General Plan Land Use Map and the Zoning Map to: I) Rezone the Noyo Center Parcel to Public Facilities Zoning District, and II) Rezone the Coastal Trail Parcels to Parks & Recreation Zoning District and III) Rezone the Sherwood Valley Band of Pomo Parcels as Medium Density Residential Zoning

Consultant Marie Jones presented Staff Report and Planning Commission's Recommendation.

**Mayor Godeke opened the public hearing at 7:22 PM.**

Councilmembers had no clarifying questions. Executive Director, Sheila Semans of Noyo Center for Marine Science was available to answer to questions.

**Mayor Godeke closed the public hearing at 7:24 PM.**

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

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

**8. CONDUCT OF BUSINESS**

**8A. 25-245**

Progress Update on the Mill Site Planning Program: Community Feedback on the Development Strategy Report and Invitation to the Council Study Session for Continued Public Engagement

City Manager, Isaac Whippy presented Staff Report and shared the City Council Special meeting - Mill Site Workshop will be at Cotton Auditorium on Thursday, June 26, 2025, at 5:30 p.m.

Councilmembers asked clarifying questions to staff and discussed legal costs and Development Strategy Report prepared by Economic & Planning Systems. This item required no motion or action.

Public Comment: Peter McNamee, Marcy Snider, Jenny Shattuck, Jacob Patterson, Gabriel

Quinn Maroney, Chris Hart, Paul Clark, and Jay Rosenquist.

**Mayor Godeke recessed the meeting at 7:58 PM; the meeting was reconvened at 8:07 PM.**

**8B. 25-244**

Receive Report and Consider Adoption of Resolutions Approving FY 2025/26 City of Fort Bragg and Fort Bragg Municipal Improvement District No. 1 Budgets, Establishing FY 2025/26 Appropriations Limit, CV Starr Operating Budget FY 2025/26, Broadband Enterprise Budget FY 2025/26 and Approving FY 2025/26 Capital Projects Budget

City Manager, Isaac Whippy presented Staff Report. Councilmembers asked clarifying questions to staff. Direction was given to staff to amend Budget at Page 172, \$30,000 for Humane Society to be revised to add \$40,000 plus \$30,000 for a total amount of \$100,000.

Public Comment: Jacob Patterson, and Gabriel Quinn Maroney.

**A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan that the seven (7) Resolutions be adopted. The motion carried by the following vote:**

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

Enactment No: RES 4943-2025 / 4944-2025 / 4945-2025 / 4946-2025 / 4947-2025 / 4948-2025 / 4949-2025

**8C. 25-246**

Request for Council Direction: One-Time Funding Support for Food Bank and Senior Center Due to Federal Cuts

City Manager, Isaac Whippy presented Staff Report and requested direction from the Council regarding one time funds for the Fort Bragg Food Bank and Fort Bragg Senior Center. Direction was provided by Council to provide one time funding for Fort Bragg Food Bank in the amount of \$58,000 and to reach out to Fort Bragg Senior Center to determine financial need.

Public Comment: Jenny Shattuck, Jacob Patterson and Jay Rosenquist.

**8D. 25-232**

Receive Report and Consider Adoption of Two (2) City Council Resolutions, Categorically Exempt 15301(c):  
(1) Accepting the Bid of Argonaut Constructor, Inc., as the Lowest Responsive Bidder, Awarding the 2025 Pavement Preservation Project, and Authorizing the City Manager to Execute the Contract (Amount Not to Exceed \$1,968,141.90); and  
(2) Approving a Professional Services Agreement with Lumos and Associates, Inc. to Provide Construction Management Services for the 2025 Pavement Preservation Project and the Stop Gap Project, and Authorizing the City Manager to Execute the Contract (Amount Not to Exceed \$300,000)

Public Works Director, John Smith presented Staff Report and requested approval of two Resolutions and authority to City Manager to execute two contracts. Councilmembers asked clarifying questions to staff.

Public Comment: Jacob Patterson.

**A motion was made by Councilmember Peters, seconded by Councilmember**

**Albin-Smith, that the two (2) Resolutions be adopted. The motion carried by the following vote:**

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

Enactment No: RES 4950-2025 / 4951-2025

**8E. 25-233**

Receive Report and Consider Adoption City Council Resolution Accepting the Bid of Argonaut Constructors, Inc. as the Lowest Responsive Bid, Awarding the Stop Gap Patch Paving Project, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$350,000), Categorical Exemption 15301(c)

Public Works Director, John Smith presented Staff Report and requested approval of Resolution and authority to City Manager to execute contract. Councilmembers asked clarifying questions to staff on paving project and cost. Councilmembers discussed amending Resolution to state not to exceed \$390,000.

Public Comment: None.

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

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

Enactment No: RES 4951-2025

**9. CLOSED SESSION**

N/A.

**ADJOURNMENT**

**Mayor Godeke adjourned the meeting at 9:40 PM.**

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JASON GODEKE, MAYOR

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Diana Paoli, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

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

## Text File

File Number: 25-550

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5M.

Approve Minutes of December 8, 2025



# City of Fort Bragg

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

## Meeting Minutes

### City Council

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

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Monday, December 8, 2025

6:00 PM

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

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**AMENDED**

### CALL TO ORDER

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

### ROLL CALL

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

### CLOSED SESSION REPORT

Mayor Godeke reported that no reportable action was taken on the Closed Session Items.

### AGENDA REVIEW

Mayor Godeke pulled Item 5D from Agenda.

### **1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS**

None.

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

- (1) Sabine Brunner, Monica Lynne, David Gurney, Jenny Shattuck and Ron White.
- (2) None.
- (3) N/A.

### **3. STAFF COMMENTS**

Police Chief Swift announced Dispatch Report will be discussed at upcoming Public Safety meeting; Director of Engineering Chantell O'Neal provided updates on 2022 Streets Project and Bainbridge Park Enhancement Project.

### **4. MATTERS FROM COUNCILMEMBERS**

Councilmembers provided update regarding Grocery Outlet; Flock Work Cameras will be discussed at the January Public Safety meeting; attendance of Lighted Boat Parade, Lighted Truck Parade and Winter Wonderland Festivities; also discussed were upcoming meetings: Visit Fort Bragg, Mendocino Transit Authority, Public Works Committee Meeting, and Finance and

Administration Committee Meeting. Councilmember Albin-Smith and Vice Mayor Rafanan will be Councilmembers assigned to new Parks and Recreation Ad Hoc committee, date to be determined in January.

## **5. CONSENT CALENDAR**

Mayor Godeke pulled Item 5D during Agenda Review and Item 5A to discuss further. Councilmember Albin-Smith pulled Item 5F.

### **Approval of the Consent Calendar**

**A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, to approve the Consent Calendar with the exception of 5A, 5D, and 5F. The motion carried by the following vote:**

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

**5B. 25-500** Adopt, by Title Only, and Waive Further Reading of Ordinance 1020-2025 Amending Title 6 Health and Sanitation to Add Chapter 6.30 "Vacant Buildings and Lots" to the Fort Bragg Municipal Code, Establishing a Vacant Commercial Building Program and Providing for the Registration, Maintenance, and Monitoring of Vacant or Abandoned Commercial Buildings

**This Ordinance was adopted on the Consent Calendar.**

Enactment No: ORD 1020-2025

**5C. 25-513** Accept Certificate of Completion for the Stop Gap Patch Paving Project and Direct City Clerk to File Notice of Completion

**This Notice of Completion was approved on the Consent Calendar.**

**5E. 25-519** Approve Maddy Act Notice Providing List of Appointed Terms Expiring in 2026

**The Maddy Act Notice was approved on the Consent Calendar.**

**5G. 25-527** Adopt Resolution of the Fort Bragg City Council Approving Second Amendment to Professional Services Agreement with Lumos & Associates for On-Call Engineering & Surveying Services, Approving Budget Amendment 2025/26-9 and Authorizing the City Manager to Execute Contract (Amount Not To Exceed \$131,602.50)

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4990-2025

**5H. 25-526** Grand Jury Report-Care Response Unit Statistics

**This Grand Jury Report was approved on the Consent Calendar.**

**5I. 25-518** Receive and File Minutes of the Special Public Safety Committee Meeting of October 22, 2025

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

**5J. [25-538](#)** Receive and File Minutes of the Public Works and Facilities Committee Meeting of September 4, 2025

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

**5K. [25-539](#)** Receive and File Minutes from the Community Development Committee of November 3, 2025

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

**5L. [25-542](#)** Receive and File Minutes of the Visit Fort Bragg Committee Meeting of October 16, 2025

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

**5M. [25-532](#)** Approve Minutes of Special Meeting of November 24, 2025

**These Minutes were approved on the Consent Calendar.**

**5N. [25-537](#)** Approve Minutes of November 24, 2025

**These Minutes were approved on the Consent Calendar.**

**5O. [25-544](#)** Approve the Scope of Work for a Request for Proposals for the Preparation of a Stormwater Asset Management Plan

**This Scope of Work was approved on the Consent Calendar.**

## **ITEMS REMOVED FROM THE CONSENT CALENDAR**

**5A. [25-498](#)** Adopt, by Title Only, and Waive Further Reading of Ordinance 1019-2025 to Amend Chapter 15.06 of the Fort Bragg Municipal Code to Amend the Requirements of the Installation of Automatic Fire Sprinkler Systems and Automatic Fire Alarming System in New Buildings and Remodels

Mayor Godeke discussed Item 5A and requested Item return to Public Safety Committee for further discussion. There was no objection from councilmembers to return Item to Public Safety Committee.

Public Comment: None.

**5D. [25-516](#)** Accept Certificate of Completion for the Town Hall Retrofit and Bathroom Remodel Project and Direct City Clerk to File Notice of Completion

Mayor Godeke pulled Item 5D during Agenda Review. No discussion or action taken.

**5F. [25-520](#)** Approve Resolution of the Fort Bragg City Council Amending City Council Rules of Procedures for Conduct of City Council Business to Include Disruptive Behavior Including Remote Participation

Councilmember Albin-Smith pulled Item 5F for further discussion. Councilmembers asked

clarifying questions regarding background of requirement to amend Rules of Procedures for Conduct. City Clerk, Diana Paoli and City Attorney, Baron Bettenhausen responded. Council recommended including language "or cause the removal of" if removal of individual for disrupting the meeting was necessary according to law.

Public Comment: None.

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

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

Enactment No: RES 4989-2025

## **6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

## **7. PUBLIC HEARING**

**7A. 25-495** Receive a Report, Hold a Public Hearing, and Consider Approval of Fort Bragg City Council Resolution Adopting Regulatory Fees for the Vacant Commercial Building and Lot Program

Mayor Godeke introduced Item 7A. City Manager Isaac Whippy presented Staff Report. Councilmembers asked clarifying questions.

**Mayor Godeke opened the public hearing at 6:54 PM**

Public Comment: Sabine Bruner, Jenny Shattuck, Paul Clark, Andrew Jordan and Jay Rosenquist.

**Mayor Godeke closed the public hearing at 7:01 PM**

Councilmembers discussed further regulatory fees and other requirements in the Resolution.

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

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

Enactment No: RES 4991-2025

## **8. CONDUCT OF BUSINESS**

**8A. 25-530** Receive, Approve, and File the 2025 Water Distribution System Master Plan Report by HDR: CEQA Exemption 15262

Mayor Godeke introduced Item 8A. Director of Engineer, Chantell O'Neal presented Staff Report. Senior Project Manager, Alex Johnson shared presentation. Principal-in-Charge Philip Tiewater was also present. Online staff available for clarifying questions were Technical Advisor, Allan Scott, Technical Lead, Scott Humphrey and Risk Analysis/Risk Model, Morgan DeAngelis. Councilmembers asked clarifying questions.

Public Comment: None.

**A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that this Report was received, filed and approved. The motion carried by the**

**following vote:**

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

**8B. 25-525** Receive Report and Consider Adoption of the Fort Bragg City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Roll-off Rate Increases

Mayor Godeke introduced Item 8B. Director of Engineering, Chantell O'Neal presented Staff Report. Michelle Goodman of Redwood Waste Solutions answered clarifying questions from Councilmembers.

Public Comment: None.

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

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

Enactment No: RES 4992-2025

**Mayor Godeke recessed the meeting at 7:51 PM; the meeting was reconvened at 7:59 PM.**

**8C. 25-531** Receive, Approve, and File Report on the FY 2025-26 First Quarter Budget & Financial Performance

Mayor Godeke introduced Item 8C. City Manager Isaac Whippy presented Finance Report. Broadband Director Sage Statham presented MCN Budget and Actual Q1. Councilmembers asked clarifying questions.

Public Comment: Andrew Jordan

**A motion was made Mayor Godeke, seconded by Councilmember Albin-Smith, that the Report is received, filed, and approved. The motion carried by the following vote:**

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

## **9. CLOSED SESSION**

### **ADJOURNMENT**

**Mayor Godeke adjourned the meeting at 8:27 PM.**

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JASON GODEKE, MAYOR

Diana Paoli, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

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

## Text File

File Number: 25-549

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5N.

Approve Minutes of Special Meeting of December 8, 2025



# City of Fort Bragg

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

## Meeting Minutes Special City Council

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

---

Monday, December 8, 2025

5:00 PM

Town Hall, 363 N Main Street

---

### CALL TO ORDER

Mayor Godeke called the meeting to order at 5:00 PM.

### ROLL CALL

#### **1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

None.

#### **2. CLOSED SESSION**

**2A. 25-489 ANNUAL PUBLIC EMPLOYEE EVALUATION**

Title: City Manager

Pursuant to California Government Code 54957(b)

**Mayor Godeke recessed the meeting at 5:01 PM; the meeting was reconvened to  
Closed Session at 5:03 PM.**

### ADJOURNMENT

Mayor Godeke adjourned the meeting at 5:47 PM.

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JASON GODEKE, MAYOR

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Diana Paoli, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

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

## Text File

File Number: 25-562

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**Agenda Date:** 1/12/2026

**Version:** 2

**Status:** Public Hearing

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 7A.

Receive Report, Hold a Public Hearing, and Consider Adopting a Resolution of the Fort Bragg City Council Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2025 Funding Year of the State Community Development Block Grant (CDBG) Program



## CITY COUNCIL STAFF REPORT

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**TO:** City Council **DATE:** January 12, 2025

**DEPARTMENT:** Economic Development Department

**PREPARED BY:** Lacy Sallas, Grants Coordinator

**PRESENTER:** Lacy Sallas, Grants Coordinator

**AGENDA TITLE: RECEIVE A REPORT, HOLD A PUBLIC HEARING, AND CONSIDER ADOPTING A RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2025 FUNDING YEAR OF THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

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### RECOMMENDATION

Receive report, hold the public hearing, and adopt a resolution of the Fort Bragg City Council approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2025 funding year of the State Community Development Block Grant (CDBG) Program.

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### BACKGROUND

Every year, the California Department of Housing and Community Development (HCD) releases a funding opportunity under the Community Development Block Grant (CDBG) program. Funds for the program are made available to HCD from the United States Department of Housing and Urban Development (HUD). As a non-entitlement jurisdiction, the City is eligible to apply for grants through the CDBG program.

The 2025 Notice of Funding Availability (NOFA) was released on September 30, 2025. Design phase public hearings have already been held, public input has been received, and activities have been preliminarily selected. This public hearing provides an additional opportunity for the public to give input regarding the proposed activities prior to City Council adopting a resolution.

On November 13, 2025, City staff posted/published a Notice of a Public Hearing to be held on November 24, 2025. On November 17, 2025, the CDBG program sent an email to subscribers announcing (1) the rescheduling of pre-application webinars and (2) a pending Amendment to the 2025 NOFA, postponing the application portal opening from December 1, 2025 to February 2026 (the exact date was not specified at that time). Due to the pending NOFA amendment, staff determined it best to postpone the adoption of a resolution and

continue the Public Hearing to a date certain, should any other details of the NOFA be amended. On December 15, 2025, the Amended NOFA was released; applications will be accepted by HCD from February 2, 2026 through April 3, 2026.

## DISCUSSION AND ANALYSIS

### CDBG Background

The primary federal objective of the CDBG program is the development of viable urban communities by providing decent housing and a suitable living environment and through expanding economic opportunities, principally, for persons of low- and moderate-income. "Persons of low and moderate income" are defined as families, households, and individuals whose incomes do not exceed 80 percent of the county median income, adjusted for family or household size. CDBG partners with rural cities and counties to improve the lives of their low- and moderate-income residents through the creation and expansion of community and economic development opportunities in support of livable communities. CDBG funds are provided as grants for a wide range of activities directed toward Economic Development (ED), improvement of community facilities and infrastructure, neighborhood revitalization, and public services. All CDBG activities must meet one of the following National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums and blight; or meet certain urgent community needs. Depending on the type of project or program, benefit can be provided directly to low-moderate-income persons, or to a predominantly low-moderate income area.

Below are HCD's current CDBG household income limits, effective June 1, 2025 and updated annually:

Persons in Household	1	2	3	4	5	6	7	8
Extremely Low 30%	\$19,750	\$22,550	\$25,350	\$28,150	\$30,450	\$32,700	\$34,950	\$37,200
Low 50%	\$32,900	\$37,600	\$42,300	\$46,950	\$50,750	\$54,500	\$58,250	\$62,000
60% Limit	\$39,480	\$45,120	\$50,760	\$56,340	\$60,900	\$65,400	\$69,900	\$74,400
Moderate 80%	\$52,600	\$60,100	\$67,600	\$75,100	\$81,150	\$87,150	\$93,150	\$99,150

### CDBG 2025 Application Budget

Following is the proposed budget for the 2025 CDBG application:

Activity	Activity Costs	GA Costs	Total
City-Wide Sidewalk Rehabilitation	\$3,084,112	\$215,888	\$3,300,000
Coastal Marine Debris Interception Project Design Phase II Planning	\$280,374	\$19,626	\$300,000
<b>Total</b>	<b>\$3,364,486</b>	<b>\$235,514</b>	<b>\$3,600,000</b>

Activity costs include direct costs associated with completing the activity (e.g. construction costs or design costs) and Activity Delivery (AD) costs; AD costs include staff and consultant expenses in support of the specific activity (e.g. construction management). There is no specific cap on AD costs, though AD costs of less than twenty-five percent (25%) of the total activity cost is recommended as a reasonable amount. General Administration costs are associated with overall administration of the CDBG program. Following are detailed descriptions of the activities included in the 2025 application budget:

### Proposed Applications

#### **Project: City-Wide Sidewalk Rehabilitation Project:**

This project was selected as an alternate should the first Project selection, the Fire Station Reconstruction Project, be found infeasible. As that is the case (described in more detail below), staff recommends selection of the City-Wide Sidewalk Rehabilitation Project as the Project application for the 2025 CDBG funding cycle. The proposed project would remove and replace deteriorated sidewalk segments across the City, addressing long-standing safety, accessibility, and aesthetic concerns. The scope combines locations identified in the 2022 sidewalk system inventory conducted by Precision Concrete Cutting (PCC)—which documented approximately \$1.2 million in removal and replacement (R&R) needs—with additional segments identified through recent infrastructure assessments. The total estimated cost is approximately \$3.3 million.

Unlike PCC's annual concrete shaving contracts, which address minor surface lifts, this project targets full-depth R&R locations that will not be addressed through routine maintenance. The combined scope represents a system-wide rehabilitation effort that would restore safe pedestrian access and improve the visual integrity of the City's public infrastructure.

Complete plans and specifications by the City's On-Call engineering services team, Lumos & Associates, were submitted on December 12, 2025. CEQA and NEPA review are also underway and will be complete prior to February 2.

This project has an Economic Development nexus, as improved pedestrian infrastructure supports commercial activity, enhances access to local businesses, and contributes to a

livable, walkable community. It meets the Low-Moderate Income Area (LMA) National Objective and aligns with the City's strategic goals for infrastructure resilience and equity.

**Planning: Coastal Marine Debris Interception Project Design Phase II** (entitled Trash Capture Device Design Phase II in the staff report from the November 10, 2025 public hearing and renamed for consistency with other documents):

This planning grant would fund the preparation of 100% plans and specifications for the remaining five high-flow capacity (HFC) trash capture devices required to complete the citywide system (Phase I planning for the other nine devices is already underway). These five devices are the most technically complex—due to depth, pipe size, and location—and are estimated to require approximately \$300,000 in design costs. While construction funding has not yet been identified (for Phase I or Phase II), completion of this infrastructure is required by State Water Board regulations by 2030. Advancing design now ensures the City remains on track to meet compliance deadlines and positions the project for future construction funding opportunities, including potential CDBG applications in subsequent cycles. This planning activity supports the phased implementation of a critical environmental infrastructure project and demonstrates proactive progress toward regulatory goals. It has a Housing nexus, as it protects water quality and public health, and meets the Low-Moderate Income Area (LMA) National Objective.

CDBG staff have approved the City's request to submit this application for Planning Related to Another Activity.

**Postponed Project: Fire Station Reconstruction (North Wing):**

This project would result in reconstruction of the Fire Station to meet seismic standards, is shovel-ready with minimal modifications required, and staff have already incorporated it into the Capital Outlay planning for the year.

In the 2024 cycle, the City submitted a CDBG application to serve as the 25% match for a Cal OES Hazard Mitigation Grant Program (HMGP) request. Due to timing issues and oversubscription of the 2024 NOFA, the CDBG application was not funded, and HMGP subsequently deactivated our application.

The updated engineer's estimate, inclusive of inflation, is approximately \$3.3 million—making this project an ideal fit for the maximum CDBG project allocation. While the \$3.3 million covers Construction Costs, Construction Management, and Inspection Services, it does not include contingency. At the design phase public hearing, staff recommended consideration of a City match of \$330,000 (10%) to strengthen competitiveness and ensure coverage of potential cost increases during construction. With this match, the project would meet the CDBG threshold requirement for full funding. Potential sources of matching funds considered include dedication of both City and Fort Bragg Fire Protection Authority funds. Funds are not currently available to be encumbered from either source. At this point, the project is not viable without securing other grant funds in addition to CDBG. As the City must demonstrate dedication of 100% funding at the time of application (assuming the dedication of CDBG funds), the application is not currently

viable for the 2025 NOFA. This project could be considered for a future CDBG NOFA, as there is a chance the maximum construction amount may be increased to \$5 million for the 2026 cycle.

Plans and specifications are complete and would need to be updated to meet CDBG standards (dated within 90 days of application). CEQA and NEPA reviews are complete.

The project has both Housing and Economic Development nexus, and as an operational fire station serving a predominantly low- and moderate-income area, it meets the Low-Moderate Income Area (LMA) National Objective. Its completion would directly enhance public safety and community resilience.

#### Program Income

Program Income (PI), loan funds that have been repaid to the City, may be added to an application to increase the maximum, if available and desired. The City currently has PI, including cash on hand and future receipts up to the amount of \$570,000, encumbered for a Business Assistance Loan Program. For this funding cycle, adding PI to an application is not feasible.

#### Anticipated Timeline

Applications will be accepted from February 2, 2026 through April 3, 2026. Notification of award is expected by September 2026, and execution of Standard Agreements is expected to begin on a rolling basis in October 2026. Agreements will have a two-year, nine-month expenditure period. Project or programs funded under this solicitation are therefore expected to take place from approximately October 2026 through July 2029, subject to change based on actual Standard Agreement execution date.

#### **FISCAL IMPACT/FUNDING SOURCE**

CDBG funds allow the City to conduct activities and complete projects to benefit the community, in particular the City's low- and moderate-income residents, for which funding would otherwise be unavailable. CDBG activities also create job opportunities in the community. CDBG grant administration requires significant commitment of staff time, but CDBG provides funding for administrative activities that is generally adequate to service the program. If awarded, activities will be fully or partially funded through the CDBG program. Potential sources for matching funds as applicable include the City's General Fund.

#### **ENVIRONMENTAL ANALYSIS:**

All activities will be subject to National Environmental Protection Act (NEPA) review and California Environmental Quality Act (CEQA) review, as applicable.

#### **STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY**

The State CDBG mission is to improve the lives of low- and moderate-income residents through the creation and expansion of community and economic development opportunities,

which supports livable communities for all residents. This mission is consistent with Fort Bragg City Council Priority Areas.

Applying for CDBG funding is consistent with the *Strategic Plan 2024-2028+ Goal 5: Fund our Future with Financial and Fiscal Responsibility; 5B. Identify strategic partnerships to share investments and costs through a variety of models*. Utilizing CDBG funds allows the City to complete otherwise unattainable activities to benefit low-moderate income residents. Both proposed projects specifically support *Goal 2: Implement Resilient Infrastructure and Encourage Environmental Stewardship* by maintaining resilient streetscapes and stormwater infrastructure.

The proposed projects support the City's economic development strategy of business expansion, attraction, and retention (BEAR) by fostering a safer, visually pleasing, and overall more desirable community.

## **COMMUNITY OUTREACH**

Public input was solicited regarding potential activities at a duly noticed public meetings on the following dates: April 29, 2025; October 22, 2025; and November 10, 2025.

Public input is solicited regarding the proposed activities at today's public hearing, which was also duly noticed, opened on November 24, 2025, and continued to January 12, 2026. As a courtesy, notices were posted on December 30, 2025, to remind the public of the hearing date of January 12, 2026.

## **ALTERNATIVES:**

1. Direct staff to pursue other activities under the 2025 CDBG NOFA.
2. Direct staff not to prepare any applications for funding under the 2025 CDBG NOFA.

## **ATTACHMENTS:**

1. Resolution
2. Exhibit A – Resolution in CDBG Required Format
3. Public Hearing Notices
4. Amended NOFA

## **NOTIFICATION:**

CDBG Activities "Notify Me" subscriber list

## RESOLUTION NO.       -2026

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2025 FUNDING YEAR OF THE STATE CDBG PROGRAM

**WHEREAS**, the City of Fort Bragg held Design Phase Public Meetings on April 29, 2025 and October 22, 2025 and a Design Phase Public Hearing on November 10, 2025 to provide information about the Community Development Block Grant (CDBG) program funding opportunities and to solicit input from the community as to suggestions about possible use of grant funds; and

**WHEREAS**, at the November 10, 2025 meeting, the City Council identified the following as high priority activities that should be included in the 2025 CDBG application: the City-Wide Sidewalk Rehabilitation Project and the Coastal Marine Debris Interception Project Design Phase II Planning Project; and

**WHEREAS**, the City is eligible to apply for up to \$3,600,000 in grant funds for up to three CDBG-eligible activities and General Administration under the 2025 Community Development Block Grant Program Notice of Funding Availability (NOFA), released September 30, 2025; and

**WHEREAS**, the aforementioned activities and related general administration have been found to be eligible under the 2025 NOFA; and

**WHEREAS**, a public hearing was held on November 24, 2025 and continued on January 12, 2026, to provide information to the public regarding the proposed application as well as to receive input from the community regarding the proposed activities; and

**WHEREAS**, the CDBG program requires that the governing body of the grantee adopt a resolution approving an application for funding in the approved format of the Department of Housing and Community Development, included herein as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve the submission of the 2025 CDBG application for up to \$3,600,000 for the following activities:

1. City-Wide Sidewalk Rehabilitation Project	up to \$3,084,112
2. Coastal Marine Debris Interception Project Design Phase II	up to \$280,374
3. General Administration	up to \$235,514

**BE IT FURTHER RESOLVED** that the City Council of the City of Fort Bragg does authorize the Mayor (or designee) to execute and amend the agreement if awarded.

**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 12<sup>th</sup> day of January, 2026, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

---

**JASON GODEKE**  
**Mayor**

**ATTEST:**

---

**Diana Paoli**  
**City Clerk**



## Appendix C: Resolution Template of the Governing Body (Required)

Applicants are required to use the resolution form on the following page with no changes to content other than what is in the fillable fields.

When completing and preparing the Resolution, please refer to section V.D. of the 2025 NOFA.

Please note: On the next page, hidden text is used to provide instructions. Once a document is printed or converted to a pdf, the hidden text will be omitted.

To display hidden text:

1. Go to the Files Tab
2. Select Options from the bottom of the left-hand column
3. Click on the "Display" option
4. Check the "Hidden Text" box.
5. Make sure the "Print hidden text" box is not checked. This will ensure that when you convert to PDF or print the document, the instructional, hidden text is not displayed.

***Note 1: The attesting officer cannot be the person identified in the Resolution as the authorized signer.***

***Note 2: Unless there is a city ordinance stating otherwise, the mayor must be the designated official in Section 5.***

## Resolution of the Governing Body

### RESOLUTION NO. Insert Number

#### A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2025 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the City Council of the **City** of Fort Bragg as follows:

#### **SECTION 1:**

The **City Council** has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of **\$3,600,000** for the following CDBG activities, pursuant to the and 2025 CDBG NOFA:

#### **List activities and amounts**

<b>Activity (e.g. <i>Public Services, Infrastructure, etc.</i>)</b>	<b>Dollar Amount Being Requested for the Activity</b>
Infrastructure – City-Wide Sidewalk Rehabilitation Project	\$ 3,084,112
Planning - Coastal Marine Debris Interception Project Design Phase II	\$ 280,374
General Administration	\$ 235,514
	\$
	\$

#### **SECTION 2:**

The **City Council** hereby approves the use of Program Income in an amount not to exceed **\$0** for the CDBG activities described in Section 1.

#### **SECTION 3:**

The **City Council** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

#### **SECTION 4:**

The **City Council** hereby authorizes and directs the **City Manager** or designee\*, to execute and deliver all applications and act on the **City**'s behalf in all matters pertaining to all such applications.

#### **SECTION 5:**

If an application is approved, the **Mayor** or designee\*, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement), any recordable or

nonrecordable contract documents, and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

**SECTION 6:**

If an application is approved, the **City Manager** or designee\*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Fort Bragg** held on 1/12/2026 by the following vote:

AYES: Enter # of votes or names

NOES: Enter # of votes or names

ABSENT: Enter # absentees or names

ABSTAIN: Enter # of abstains or names

---

**Jason Godeke, Mayor  
City Council**

**STATE OF CALIFORNIA  
City of Fort Bragg**

I, **Diana Paoli**, **City Clerk** of the **City of Fort Bragg**, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said **City Council** on this **12** day of **January**, **2026** and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Diana Paoli, **City Clerk** of the **City** of Fort Bragg, State of California

---

By: Diana Paoli, City Clerk



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin St.

Fort Bragg, CA 95437

Phone: (707) 961-2823

Fax: (707) 961-2802

### **NOTICE OF PUBLIC HEARING FOR DISCUSSION OF POSSIBLE STATE CDBG APPLICATIONS**

**NOTICE IS HEREBY GIVEN** that the City of Fort Bragg will conduct a public hearing at a regular meeting to be held at **6:00 PM**, or as soon thereafter as the matter may be heard, on **Monday, January 12, 2026**, at Town Hall, southwest corner of Main and Laurel Streets (363 North Main Street), Fort Bragg, California 95437. The purpose of the hearing will concern the following item:

**Receive a Report, Hold a Public Hearing, and Consider Adopting a Resolution of the Fort Bragg City Council Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2025 Funding Year of the State Community Development Block Grant (CDBG) Program**

The City of Fort Bragg anticipates submitting an application during the next CDBG program year. The City of Fort Bragg has or anticipates receiving approximately \$570,000 in CDBG Program Income.

The purpose of this hearing is to review CDBG eligible activities and collect residents' views on housing and community development needs (which includes services, facilities, and/or infrastructure that will improve livability within the community).

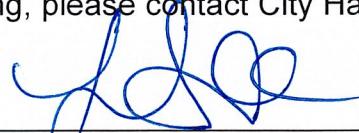
The following information related to the project is available at City Hall between the hours of 9:00 AM and 5:00 PM on Mondays, Tuesdays, Thursdays, and Fridays (excluding City-recognized holidays) or by emailing or the contact listed below:

- A. Amount of funds available and range of activities that may be undertaken.
- B. Information on proposed project(s).
- C. Estimated amounts of funds proposed to be used for activities benefiting persons of low- and moderate-income.
- D. Plans for minimizing displacement of persons as a result of activities associated with CDBG funds and plans for providing assistance to persons displaced as a result of CDBG-funded activities.
- E. Records regarding the past use of CDBG funds.

If you are unable to attend the public hearing, you may direct written comments to the Economic Development Department at the address above, or you may contact Lacy Sallas, Grants Coordinator, by telephone at (707) 961-2823 ext. 108 or by email at [lsallas@fortbraggca.gov](mailto:lsallas@fortbraggca.gov) no later than 2:00 PM on January 12, 2026 to ensure placement in the official record of the hearing.

The City of Fort Bragg does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identify, age, religion or disability. If you require specific accommodations to participate in the public hearing, please contact City Hall at (707) 961-2823 at least two days prior to the scheduled hearing.

Dated: December 30, 2025

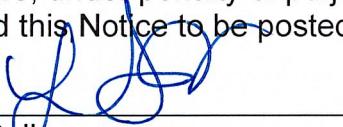


Lacy Sallas  
Grants Coordinator

POST/PUBLISH: December 30, 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 Notice to be posted in the City Hall Notice Case on December 30, 2025.



Lacy Sallas  
Grants Coordinator



## CITY OF FORT BRAGG

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

### **Aviso de audiencia pública para debatir la posible solicitud estatal del programa CDBG**

**SE NOTIFICA POR LA PRESENTE** que la City of Fort Bragg celebrará una audiencia pública en sesión ordinaria **a las 18:00 horas**, o tan pronto como se el asunto, el lunes **12 de enero de 2026**, en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 North Main Street), Fort Bragg, California 95437. La audiencia pública tratará el siguiente tema:

**Recibir un informe, celebrar una audiencia pública y considerar la adopción de una resolución del Ayuntamiento de Fort Bragg que apruebe una solicitud de financiación y la ejecución de un convenio de subvención y sus modificaciones correspondientes al año de financiación 2025 del Programa Estatal de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG)**

La City of Fort Bragg prevé presentar una solicitud durante el próximo año del programa CDBG. La City of Fort Bragg tiene o prevé recibir aproximadamente \$570,000 en ingresos del programa CDBG.

El propósito de esta reunión es revisar las actividades elegibles del programa CDBG y recoger las opiniones de los residentes sobre las necesidades de vivienda y desarrollo comunitario (que incluyen servicios, instalaciones y/o infraestructuras que mejorarán la habitabilidad de la comunidad).

La siguiente información relacionada con el proyecto está disponible en City Hall entre las horas de 9:00 a.m. y 5:00 p.m. los días de lunes, martes, jueves, y viernes (excluyendo los días festivos reconocidos por la ciudad) o enviando un correo electrónico al contacto indicado a continuación:

- A. Cantidad de los fondos disponibles y gama de actividades que pueden emprenderse.
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- D. Planes para minimizar el desplazamiento de las personas como resultado de las actividades asociadas con los fondos del programa CDBG y planes para proporcionar asistencia a las personas desplazadas como resultado de las actividades financiadas por el programa CDBG.
- E. Registros relativos a la utilización en el pasado de los fondos del programa CDBG.

Si no puede asistir a la audiencia pública, puede dirigir sus comentarios por escrito a City of Fort Bragg, a la dirección que figura arriba, o puede ponerse en contacto con Lacy Sallas por teléfono a (707) 961-2823 ext. 108 o correo electrónico a [lsallas@fortbraggca.gov](mailto:lsallas@fortbraggca.gov) a más tardar las 14:00 horas del 12 de enero de 2026 para garantizar que se incluyan en el acta oficial de la audiencia.

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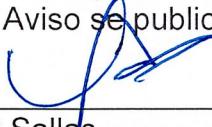
FECHA: 30 de diciembre de 2025

  
Lacy Sallas  
Grants Coordinator

PUBLICAR: 30 de diciembre de 2025

ESTADO DE CALIFORNIA )  
                                 ) ss.  
COUNTY OF MENDOCINO )

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg y que hice que este Aviso se publicara en el Quiosco de Aviso del Ayuntamiento el 30 de diciembre de 2025.

  
Lacy Sallas  
Grants Coordinator



## CITY OF FORT BRAGG

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Dated: November 13, 2025



---

Lacy Sallas  
Grants Coordinator

POST/PUBLISH: November 13, 2025

STATE OF CALIFORNIA )  
                          )  
                          ) ss.  
COUNTY OF MENDOCINO )

I declare, under penalty of perjury, that I am employed by the City of Fort and that I caused this Notice to be posted in the City Hall Notice Case on November 13, 2025.



---

Lacy Sallas  
Grants Coordinator



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**Recibir un informe, celebrar una audiencia pública y considerar la adopción de una resolución del Ayuntamiento de Fort Bragg que apruebe una solicitud de financiación y la ejecución de un convenio de subvención y sus modificaciones correspondientes al año de financiación 2025 del Programa Estatal de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG)**

La City of Fort Bragg prevé presentar una solicitud durante el próximo año del programa CDBG. La City of Fort Bragg tiene o prevé recibir aproximadamente \$570,000 en ingresos del programa CDBG.

El propósito de esta reunión es revisar las actividades elegibles del programa CDBG y recoger las opiniones de los residentes sobre las necesidades de vivienda y desarrollo comunitario (que incluyen servicios, instalaciones y/o infraestructuras que mejorarán la habitabilidad de la comunidad).

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FECHA: 13 de noviembre de 2025



Lacy Sallas  
Grants Coordinator

PUBLICAR: 13 de noviembre de 2025

ESTADO DE CALIFORNIA )  
                                 ) ss.  
COUNTY OF MENDOCINO )

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort y que hice que este Aviso se publicara en el Quiosco de Aviso del Ayuntamiento el 13 de noviembre de 2025.



---

Lacy Sallas  
Grants Coordinator

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT****DIVISION OF FEDERAL FINANCIAL ASSISTANCE**

May Lee State Office Complex  
651 Bannon Street  
Sacramento, CA 95811  
(916) 263-2771  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



December 15, 2025

**MEMORANDUM FOR:** All Potential Applicants

**FROM:** Jenny Cho, Deputy Director  
Division of Federal Financial Assistance

**SUBJECT:** **2025 Community Development Block Grant Program  
Notice of Funding Availability – Amendment #1**

The California Department of Housing and Community Development (Department) is announcing the release of an amendment to the Community Development Block Grant (CDBG) 2025 Notice of Funding Availability (NOFA) issued on September 30, 2025 for approximately \$27 million in federal funds for the Community Development Block Grant (CDBG) program. If additional resources become available either through disencumbrances of prior year funding or through the availability of future year funding, the Department has the sole discretion to fund eligible applications on a competitive basis. **This Amendment moves the application window from December 1, 2025 – January 30, 2026 to February 2, 2026 – April 3, 2026.**

Funding for this NOFA is available to the state from the United States Department of Housing and Urban Development (HUD), pursuant to the Housing and Community Development Act of 1974, as amended, and [24 Code of Federal Regulation \(C.F.R.\)](#) [Part 570 Subpart I](#) "State Community Development Block Grant Program." These regulations require the state to make funds available to the state's non-entitlement Units of General Local Government (UGLGs). Units of General Local Government are defined by HUD as political subdivisions of the state, which in California are towns, cities, and counties. Only non-federally recognized Tribes can receive funding through applications submitted by non-entitlement Units of General Local Government. No direct funding from the Department can be provided to Tribes, Tribally-Designated Housing Entities, or nonprofits.

Applicants are encouraged to set-up profiles in the eCivis Portal at [eCivis Portal | Login](#) as early as possible. Profile set-up instructions and other technical assistance can be found in the eCivis Grants Network External User Manual found on the Department's CDBG webpage under the "Resources" tab.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT****DIVISION OF FEDERAL FINANCIAL ASSISTANCE**

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Sacramento, CA 95811  
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**Applicants are encouraged to begin the application process early to ensure successful submission before the application deadline. If you have issues logging into the portal or have questions on how to complete the online application, please contact the Department at [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov).**

To receive CDBG program NOFA FAQs, emails, and other information and updates, please sign up for emails and check the "Federal Programs" box. **If you have any questions, please submit them to [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov).**

All activities and proposed funding in this NOFA are subject to availability of funds and continuing HUD and legislative and fiscal authority.

Attachments

# Community Development Block Grant Program

## 2025 Notice of Funding Availability



**Gavin Newsom, Governor  
State of California**

**Tomiquia Moss, Secretary  
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director  
California Department of Housing and Community Development**

Division of Financial Assistance, Federal Programs Branch,  
**Community Development Block Grant Program**

651 Bannon Street, 8<sup>th</sup> Floor, Sacramento, CA 95811

Email: [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov)

**September 30, 2025**

**Amended December 15, 2025**

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## **I. Overview**

### **A. Notice of Funding Availability**

The California Department of Housing and Community Development (Department) announces the availability of approximately \$27 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2025 funding year. If additional resources become available either through disencumbrances of prior year funding or through the availability of future year funding, the Department has the sole discretion to fund eligible applications on a competitive basis.

The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of Low- and Moderate-Income (LMI) persons, families, households, and neighborhoods.

All applications will be reviewed for completeness and compliance with state and federal requirements. Only complete and compliant applications will be eligible for application review, approval, and potential funding per [42 United States Code \(U.S.C.\) §5302\(a\)](#), [24 Code of Federal Regulations \(C.F.R.\) Part 570](#), and the [State CDBG Guidelines](#). All awards made and standard agreements entered into under this NOFA will be subject to the provisions in the Department's grant agreement(s) with HUD and all applicable federal law.

### **B. Estimated Timeline**

<b>CDBG NOFA Releases</b>	September 30, 2025
<b>Submission Portal Opening Date</b>	February 2, 2026, at 9AM PST
<b>Application Deadline</b>	April 3, 2026, at 3PM PDT
<b>Award Letters Signed</b>	September 2026
<b>Standard Agreement Execution</b>	On a rolling basis starting October 2026
<b>Expenditure Deadline</b>	2 years, 9 months from Standard Agreement execution by the Department

Applications submitted before the application open date or after the respective

closing date or deadline will not be accepted. There will be no exceptions. The Department **recommends Applicants plan to submit their application(s) well before the application deadline** to provide opportunity for troubleshooting if needed.

Each application will be digitally time-stamped upon submittal. The digital time-stamp shall be conclusive proof of the filing date and time for the application being filed.

## **C. Insufficient Demand**

If any identified set-aside is undersubscribed, set-aside funds shall be made available under the allocation for “Housing Programs, Economic Development Programs, and All Projects.” If this NOFA is undersubscribed, unawarded funds may be made available under a subsequent NOFA. If funds become disencumbered or additional funding resources become available, the additional available funds may be made available under this NOFA or any subsequent NOFAs, at the Department’s discretion. If disencumbered funds or additional available funds exceed applications, these funds may be made available under a subsequent NOFA.

## **D. What's new in this NOFA?**

1. A set-aside for applicants who haven’t been awarded CDBG funds in the past five NOFA cycles (2020-2024) has been established. Applicants will be allowed to rank from 1 to 3 their priority among planning, public service, project, or program. The highest prioritized qualifying selection will compete in the set-aside. Additional applied for planning, public service, project or program will compete with all other applicants.
2. All applications will be eligible under a Competitive Application process, with certain submissions competing under defined set-asides. There is no Over-the-Counter (OTC) Application.
  - i) The following activity types are available:
    - a. Public Service and Planning
    - b. Programs
      - Housing Programs
      - Economic Development Programs (ED Programs)
    - c. Projects
      - Public Facilities Projects
      - Infrastructure Projects
      - Housing Projects

3. All applications must meet the 50 Percent Rule as described in the [\*\*CDBG Program Guidelines\*\*](#) Section 202(a)(2), 50 Percent Rule.
4. Scoring system has been updated.
5. General updates for clearer instructions and definitions have been made.

## **E. Authorizing Legislation**

Funding under this NOFA is made available pursuant to the Housing and Community Development Act of 1974. This NOFA should be read in conjunction with the following statutes, regulations, and guidelines that establish state and federal CDBG requirements. Relevant legal authorities include, but are not limited to, the following, as the same may be amended from time to time:

- [\*\*24 C.F.R. §570.480, et. seq.\*\*](#), Federal CDBG Regulations
- [\*\*24 C.F.R. Part 58\*\*](#), Environmental Review Procedures
- [\*\*2 C.F.R. Part 200\*\*](#), Uniform Grant Administration Requirements
- [\*\*Health & Safety Code \(H.S.C.\) §§50825-50834\*\*](#), State of California CDBG program
- [\*\*CDBG Final Program Guidelines\*\*](#)
- [\*\*CDBG Grants Management Manual\*\*](#) (CDBG GMM)
- [\*\*2025-2029 State of California Consolidated Plan\*\*](#)

If there are changes to federal or state statutes, regulations, guidelines, or other laws governing the CDBG program, or if funding is modified or eliminated by Congress, HUD, the federal government, the Department, or the state Legislature, these changes may become effective immediately and apply to activities and funding under this NOFA.

**Note:** The Housing and Community Development Act of 1974 (HCDA) is codified as Title [\*\*42 U.S.C. §5301, et. seq.\*\*](#) thus, those citations are interchangeable and cite the same statute language. For example, the citation of [\*\*HCDA 105\(a\)\(22\)\*\*](#) and [\*\*42 U.S.C. §5305\(a\)\(22\)\*\*](#) are references to the same statute language. For the purposes of this NOFA, we will use the [\*\*42 U.S.C. §5301\*\*](#) citations for references to the federal statutes.

In administering this NOFA, if there is a conflict between the federal statutes or regulations and state statutes or guidelines, the federal statutes and regulations shall prevail. All activities in this NOFA are subject to availability of funds and continuing federal, HUD and California legislative and fiscal authority. The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all its provisions and the availability or amount of any funding described herein.

The Department will notify interested parties through listserv emails and by posting

notification on the Department website if the Department rescinds, suspends, or amends this NOFA. This NOFA is not a commitment of funds to any Activity or Applicant.

## **II. Allocation and Funding**

Funds will be allocated in accordance with federal regulations found in [24 C.F.R. §570](#) and state statute, as found in [H.S.C. §50827 et. seq.](#) For more information, please reference the [CDBG Guidelines, Section 200](#).

The table below include the estimated percentage of Funding Category Allocations for the 2025 NOFA:

<b>Funding Category Allocation</b>	<b>Percentage</b>	<b>Estimated Dollar Amount</b>
<b>Local Administration</b>	7%	\$2,000,000.00
<b>Public Service</b> ( <a href="#"><u>24 C.F.R. 570.201(e)(1)</u></a> )	≤15%	\$4,400,000.00
<b>Planning</b> ( <a href="#"><u>24 C.F.R. 570.483(b)(5)</u></a> )	≤10%	\$2,900,000.00
<b>Housing Programs, Economic Development Programs, and All Projects</b>	34%	\$9,250,000
<b>Set-aside for applicants who have not been awarded CDBG funds in the last 5 NOFA cycles (2020-2024) (Limit one public service, planning, program or project per applicant)</b>	≤25% of total NOFA amount; to fund a maximum of 4 total awards, whichever is the lesser amount	Up to \$6,750,000.00

<b>Colonias Set-Aside</b> (Section 916 of the National Affordable Housing Act)	Set-aside of 5%	\$1,480,000.00
<b>Non-federally recognized Tribes Set-Aside</b> (H.S.C. §50831)	Set-aside of 1.25%	\$371,000.00

**\*Note:** The amount of total funding available and the allocations of those funds are only estimates and are subject to change without notice.

## **A. Definitions**

Except as otherwise defined herein, all defined terms have the meaning set forth in [\*\*42 U.S.C. §5302\(a\), 24 C.F.R. Part 570\*\*](#), and the [\*\*State CDBG Guidelines\*\*](#).

## **B. Limits for Administration and Planning**

### 1. Program Administration

The Department can use 3 percent of the total funding +\$100,000 for administration costs.

### 2. General Administration (GA)

- i) Applicants may request up to 7 percent of the total CDBG grant funding requested by that Applicant for General Administration (GA). For detailed information regarding General Administration costs, see [\*\*Chapter 6: Financial Management\*\*](#) of the current posted version of the CDBG GMM, as may be amended, which is found on the CDBG page of the Department's website.
- ii) The calculation to determine the maximum allowable General Administration amount is the amount of Activity expenses plus Activity Delivery expenses, multiplied by 7 percent per application. Appendix G has been provided for ease of calculation.
- iii) In general, there should be minimal GA costs. Staff time and/or work completed/costs incurred directly on a specific Activity should be reported as Activity Delivery Cost (ADC) whereas the overall management of the CDBG Program, such as NOFA webinars and Office Hours, should be reported as GA.
- iv) For detailed information regarding ADC, see [\*\*Chapter 6: Financial Management\*\*](#) of the current posted version of the CDBG GMM, as may be amended, which is found on the CDBG page of the Department's website.

- v) GA should be requested in the Main Application for the aggregate amount of all Sub Applications.
- 3. GA for Program Income (PI) funds is 17 percent of the annual PI receipts for the most recently completed Department Program Year (e.g., for PY 2023, receipts PY 2022 (July 1, 2022 – June 30, 2023)).
- 4. Applicants may elect to assign more funds to Activity costs and take less than the 7 percent (17 percent for Program Income) as their GA allocation.
- 5. For project budgets with both grant award and PI as funding sources, applications must identify how much GA will be from each source to ensure that GA stays within the appropriate program caps.

## **C. Conditions**

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued federal and state authority of the Department to operate the CDBG program. In the event that funds are not available or the amount thereof is reduced or restricted, or the Department's authority under the CDBG Program or Act, or such funding or authority to operate is in any way restricted, the Department shall have the option, at its sole and absolute discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above.

**This NOFA is not a commitment of funds to any Activity or Applicant and the submission of an application does not guarantee an award to an Applicant.**

## **III. Program Requirements**

**All Program Requirements, Application Requirements, Application Threshold and Initial Requirements, and Application and Activity Requirements set forth in Sections III-VI must be met. Failure to timely satisfy all of the requirements will result in disqualification.**

### **A. Eligible Applicants**

1. Only non-entitlement Units of General Local Government such as cities, counties and municipalities are eligible to apply. Federally-recognized Tribes, non-federally recognized Tribes, and nonprofits may receive assistance only by entering into a subrecipient agreement\*, a Memorandum of Understanding, or a contract with an eligible Applicant.

\*A subrecipient agreement is a written agreement in effect for each subrecipient before giving out any CDBG funds and remaining in effect for the period during which a subrecipient has control over any CDBG funds, including Program

Income. At a minimum, a subrecipient agreement must contain content required by the federal CDBG regulations at [24 C.F.R. §570.503](#).

2. Applicants must meet one or more of the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

- i) An eligible Applicant may apply on its own behalf.
- ii) An eligible Applicant may apply on behalf of one or more other eligible Applicants.
- iii) Two or more eligible Applicants, which share an activity, may submit a joint application.
- iv) An eligible Applicant may apply on behalf of an eligible subrecipient including a Federally- recognized Tribe, non-federally recognized Tribe, or nonprofit.
- v) In addition to activity and application limits identified in this NOFA, an eligible Applicant may apply for activities in service areas within or outside of the Applicant's Jurisdiction when the Applicant is applying for funds set aside by the California State Legislative for non-federally recognized Tribes ([H.S.C. §50831](#)) and/or Colonias.

## **B. Non-Entitlement Status**

CDBG program funds are provided as grants to Non-Entitlement Units of General Local Government (UGLGs). These UGLGs are encouraged to partner with federally- and non-federally recognized Tribes, districts, agencies, nonprofit service providers, and other community organizations, whenever appropriate, to prepare and submit applications for CDBG funding, and to administer and complete CDBG-funded programs and projects.

Incorporated cities located in an urban county as defined by [42 U.S.C. §5302 \(a\)\(6\)](#) must formally elect to be excluded from participation in the urban county entitlement status. HUD and the Department must be notified that the city has elected to be excluded from the urban county participation as per [24 C.F.R. 570.307\(g\)](#) for it to be eligible for the state CDBG program. Only eligible activities from eligible Applicants will be considered for an award.

Applications for eligible activities outside the Applicant's Jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the State CDBG program and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

## **C. Housing Element Compliance**

As per [H.S.C. §50829](#), the Applicant must, at a minimum, submit a draft or adopted

housing element to the Department in accordance with the requirements listed in [\*\*Government Code \(G.C.\) §65580, et seq.\*\*](#), and [\*\*G.C. §65585\*\*](#) (see Appendix B) prior to an application submission. Jurisdictions that fail to complete the Housing Element process in a timely manner will be ineligible for funding until the Housing Element meets requirements pursuant to [\*\*H.S.C. 50829 – 50830\*\*](#). Per [\*\*CDBG Guidelines, Section 202\(a\)\(4\)\*\*](#), by the time of award funding, the Applicant must have complied with all the Housing Element requirements listed in [\*\*H.S.C. 50829 – 50830\*\*](#). The jurisdiction's Housing Element must be in compliance with CDBG requirements by the deadline listed on the jurisdiction's Application Correction Letter to be considered for award. If a jurisdiction's Housing Element is determined by the Department to not be in compliance with CDBG requirements by the deadline listed on the Application Correction Letter, the Department has full discretion to determine whether the application will continue to be processed for a potential award.

#### **D. Growth Control Limitations**

Applicants that have adopted growth controls, including, but not limited to, restrictions on residential building permits and residential buildable lots, that do not meet the exception criteria in [\*\*H.S.C. §50830 \(b\) and \(c\)\*\*](#) are ineligible or de-prioritized for funding as per [\*\*H.S.C. §50830\*\*](#) (see Appendix B). Applicants intending to apply for CDBG funds are required to submit a signed 2025 CDBG Application Certifications and Statement of Assurances form that certifies the Applicant has not adopted any residential growth controls or adopted residential growth controls meet the applicable exception criteria. Failure to submit an executed Application Certifications and Statement of Assurances at the time of application will result in Applicant ineligibility.

#### **E. Eligible Activities**

For a complete list of eligible activities allowed under the HCDA, go to [\*\*42 U.S.C. §5305\*\*](#) and [\*\*Chapter 2\*\*](#) of the current version of the CDBG GMM which is found on the CDBG page of the Department's website. For a list of eligible activities allowed under this NOFA, go to: [\*\*IDIS CDBG Matrix Code/National Objective Table \(ca.gov\)\*\*](#).

Pursuant to both federal and state laws all CDBG costs must:

1. be eligible;
2. be necessary;
3. be reasonable;
4. not be used to supplant local or state resources; and
5. be guarded against fraud.

#### **F. Application Limits**

1. Each Jurisdiction may submit up to three (3) applications during this NOFA cycle.
  - i) 1 Project + 1 Program + 1 Public Service or Planning -OR-
  - ii) 1 Project + 2 Public Service or Planning -OR-
  - iii) 1 Program + 2 Public Service or Planning

**\*\*Note:** 2 Projects, 2 Programs, 3 Public Service, or 3 Planning applications are **NOT** allowed.

- 2. The two (2) Public Service or Planning applications may be 2 Public Service, 2 Planning, or 1 Public Service and 1 Planning application.
- 3. Jurisdictions may not apply for more than the aggregate amount of \$3.6 million in grant funds regardless of the number of applications submitted. Program Income amounts do not apply towards this limit.
- 4. The maximum combined award amount per jurisdiction for all awarded applications is \$3.6 million in grant funds. Each activity must have a unique Sub Application with a complete budget, National Objective, scope of work, and milestone timeline. Failure to timely submit the Main or Sub Application will result in immediate disqualification.
- 5. The Main Application's Budget will need to breakdown the total amount requested in each Sub Application by Sub Application title.
- 6. Applicants are encouraged to review the sample [draft](#) Standard Agreement in Appendix K as a sample of the applicable terms and conditions required for CDBG-funded activities. The final form of the Standard Agreement may vary.
- 7. The \$3.6 million per jurisdiction limits do not apply to Colonias and Native American set-asides. The maximum activity limits are listed below. Program Income (PI) included in an activity budget does not count against the Jurisdiction's maximum award limit.

Applicants eligible for the set-aside who haven't been awarded CDBG funds in the last five NOFA cycles (2020-2024) are subject to the same limitations in the number and dollar amount as all other applicants, but may rank from 1 to 3 their priority among planning, public service, project or program. The highest prioritized qualifying selection will compete in the set-aside. Additional applied for planning, public service, project or programs will compete with all other applicants.

8. If applying with another jurisdiction, the application will count as a submission for the lead jurisdiction only.

## **G. Activity Limits**

1. Public Service – up to \$300,000
2. Planning – up to \$300,000
3. Projects – up to \$3.3 million
4. Programs – up to \$1.5 million

- i) Housing Program application may include any of the following activities. Each activity must have its own Sub Application.
  - 13A – Housing Counseling
  - 13B – Single Family (1 - 4 units) Homeownership Assistance
  - 14A – Single Family (1 - 4 units) Housing Rehabilitation
  - 14F – Single Family (1 - 4 units) Energy Efficiency Improvements
  - 15 – Code Enforcement
- ii) An Economic Development Program may include any of the following activities. Each activity must have its own Sub Application.
  - 18A – Economic Development Direct Financial Assistance to For-Profit Business
  - 18B – Economic Development Technical Assistance
  - 18C – Economic Development: Microenterprise Assistance

## **H. Additional Requirements**

1. Americans with Disabilities Act and Physical Accessibility Requirements
  - i) The Grantee shall ensure compliance with all applicable state and federal building codes and accessibility laws and standards. All developments shall adhere to the accessibility requirements set forth in: (i) California Building Code Chapters 11A and 11B; (ii) the federal Fair Housing Act ([42 U.S.C. § 3601 et seq.](#)) and its regulations at [24 C.F.R. Part 100](#) (particularly [24 C.F.R. 100.205](#)), and its design and construction requirements, including ANSI A117.1-1986, and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, June 28, 1994; and (iii) the Americans with Disabilities Act of 1990 ([42 U.S.C. § 12101 et seq.](#)) and its Title II and Title III regulations at [28 C.F.R. Parts 35 and 36](#); and Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. § 794](#)) and the implementing HUD regulations at [24 C.F.R. Part 8](#).
2. Construction Standards/Requirements
  - ii) All residential construction Projects, where applicable, must comply with the housing construction codes of the State of California. All units must meet these

codes as well as any locally adopted codes and ordinances. Housing construction codes for building in California follow federal and state laws, regulations, and adaptions for construction of single family and multifamily units. The [\*\*State Housing Law Program\*\*](#) within the Department continuously refines the building standards to ensure they comply with new or changing laws and regulations and develops statewide building standards for new construction of all building types and accessories. The [\*\*State Housing Law Program\*\*](#) also develops the building standards necessary to provide accessibility in the design and construction of all housing other than publicly funded housing. The building standards are published as the [\*\*California Building Standards Code\*\*](#) under the California Code of Regulations, Title 24, and construction standards in the Standard Agreement must meet or exceed all applicable requirements for housing or building construction. Tribal Entities with Projects on Native American Lands are required to follow their own tribal building codes or the International Building Code.

3. Upon request of the Department, Applicants must demonstrate to the satisfaction of the Department that it is compliant with the financial management requirements of 2 C.F.R. Part 200.

## **IV. Application Requirements**

### **A. National Objectives**

CDBG-funded activities must meet the following National Objective:

- Benefit LMI persons

At least 70 percent of the funds awarded must benefit LMI individuals or households. No activity or portion of a program assisted by these funds may exclude from its benefits the lowest income-eligible group. Individual activities must meet the Low- to Moderate-Income National Objective as defined and described in detail in [\*\*Chapter 2\*\*](#) of the CDBG GMM.

### **B. Milestones**

All CDBG program-funded activities must be timely implemented in accordance with the milestones defined in the Standard Agreement. Milestones should be project/program specific and a reflection of significant progress. Applicants must include at least five (5) milestones per Activity application. The first and last milestone will be prepopulated and cannot be edited by Applicants. Failure to meet the first milestone identified, is a material breach of the Standard Agreement and will result in a for-cause termination of this Agreement.

- **First Milestone:** Activity Initiation. Must be completed no later than 60 days from the Effective Date of the Standard Agreement. The Effective Date of the Standard Agreement is the date which the Department counter signs the Standard Agreement
- **Milestone Two:** [populated by Applicant] – examples below
- **Milestone Three:** [populated by Applicant] – examples below
- **Milestone Four:** [populated by Applicant] – examples below
- **Final Milestone:** Activity closeout (must be completed no later than 90 days after the Expenditure Deadline, as such term is defined in the Standard Agreement).

**TIP:** The Department recognizes that Applicants' proposed milestone dates are estimates. Instead of using an actual date for all optional milestones, please utilize time frames.

For example:

**Milestone One** (required): Activity Initiation. Must be completed no later than 60 days from the Effective Date of the Standard Agreement. The Effective Date of the Standard Agreement is the date which the Department counter signs the Standard Agreement.

**Milestone Two:** Release Invitation for Bid (IFB) within 90 days of Standard Agreement execution by the Department.

**Milestone Three:** Execute contract with a General Contractor within 120 days of Standard Agreement execution by the Department.

**Milestone Four** (optional): Begin construction within 9 months of Standard Agreement execution by the Department.

**Milestone Five:** Record Notice of Completion within 2 months of project completion.

**Milestone Six** (required): Activity closeout (must be completed no later than 90 days after the Expenditure Deadline, as such term is defined in the Standard Agreement).

Prior to Standard Agreement execution, your CDBG representative may update milestones if changes need to be made.

Additional milestones are optional, though encouraged for best practice of Activity implementation. Applicants are encouraged to evaluate feasibility of meeting milestones and build time for unexpected delays into the milestone schedules. Milestones may not extend beyond the term of the Standard Agreement. All

milestones proposed by Applicants are subject to the review and approval of the Department in its discretion.

### **C. Public Participation**

Pursuant to [\*\*24 C.F.R. §570.486\*\*](#), Applicants must follow CDBG public participation regulations. Applicants must provide documentation that the Department's [\*\*Citizen Participation Plan\*\*](#) requirements have been met. Documentation must include proof of public noticing, information provided during the public meeting, and public comments received during the public participation, including Jurisdiction responses to comments. Additional information about public participation requirements can be found in [\*\*CDBG GMM Chapter 4\*\*](#).

**This NOFA is not a commitment of funds to any Activity or Applicant and the submission of an application does not guarantee an award to an Applicant.**

## **V. Application Threshold and Initial Requirements**

All applications are required to meet and pass threshold requirements at the time of application submission, as determined by the Department. Applications that do not meet threshold will not move on to ranking and scoring and may be immediately disqualified.

The Department **strongly recommends** a careful review of the application and application instructions [\*\*PRIOR\*\*](#) to beginning the application.

### **A. Single Audit**

Applicant must provide the Department with its most recent single audit (as submitted to the State Controller's Office), if applicable. If the Applicant had or has single audit findings identified in the audit, the Applicant must include the remediation plan/agreement; the Applicant will be deemed ineligible for funding through the CDBG program until the findings are resolved or a remediation plan or agreement is established. All findings, remediation plans, and agreements will be reviewed by the Department for risk. A risk determination will be made at the sole and absolute discretion of the Department and applications may be deemed ineligible for funding based on the determination. Any and all single audit findings are included in this evaluation.

This requirement is **not** limited to federal funds administered by the Department. If an Applicant is currently not subject to single audit requirements, the Applicant may be required to submit their last filed single audit for review.

If an Applicant is not required to submit an annual single audit, they must provide documentation directly from the State Controller's Office (SCO) to such effect.

### **B. Site Control**

Applicant must submit evidence of site control.

1. If securing federal funding is contemplated for any stage of a project at the time a project site is acquired, grantee must complete a NEPA environmental review record prior to completing the acquisition. **Failure to do this will result in a choice-limiting action, which prohibits the project from receiving any federal funds in the future.** If a site is to be acquired for a CDBG-funded project, regardless of whether CDBG funds are used for acquisition or development and construction, evidence of site control must be provided. Acceptable evidence of site control may be conveyance documentation with substantiation that the transfer is contingent on completion of a NEPA environmental review record and securing federal funds.
2. Construction-related activities must have documented site control for the year in which the application is submitted and for the duration of the Standard Agreement. Public facilities are subject to a five-year no change in use restriction. The restriction recorded against the property, must run with the land and remain in effect regardless of the ownership of the property.
3. If project/activity is in a public right of way or easement, the grantee must submit a satisfactory opinion of counsel that all necessary rights, easements, and permits have been obtained.
4. If site control is expected to expire during the open activity period, the Applicant must document that either an alternative site will be made available or that the activity operators intend to extend or renew the site control on the existing site. All activities will need to provide proof of intent to extend site control and submit documentation upon site control extension. Site control must be maintained through the operation period of the activity.
5. Acceptable evidence of site control may include: a conditional purchase agreement or enforceable option for projects involving acquisition, a lease option agreement from DGS and/or HCD as verified by HCD's Excess Sites Team, a deed or lease, or a title report showing ownership of the property vested in the applicable entity. The determination as to what constitutes acceptable evidence of site control shall be made by the Department in its sole and absolute discretion.

### **C. Statement of Assurances (Appendix D)**

Applicant must submit the fully executed Certifications and Statement of Assurances (see Appendix D), including the Jurisdiction's name, initialing all pages [where applicable], and completing the last page. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and/or

debarment.

## **D. Resolution**

1. Applicant must submit a completed Authorizing Resolution **using the required Department-approved Authorizing Resolution form**, which has been duly approved by the Applicant's governing board. The Authorizing Resolution designates a person or persons responsible for, and authorized to, execute and deliver all documents related to the application of CDBG funds and, if awarded, the execution of a Standard Agreement with the Department.
2. See Appendix C for the Department-approved Authorizing Resolution form as well as instructions on how to complete it.
3. If a governing body must prepare a separate resolution concurrently that conforms to its local standard, it may do so **in addition to** preparing the Authorizing Resolution form provided by the Department. **Applicants must submit their approved resolutions on the form provided by the Department by the application due date.** Failure to provide an acceptable resolution at the time of application will result in a delay executing the Standard Agreement.
4. **Authorized Signatory involving a City Jurisdiction:** Pursuant to [California G.C. Sections 40601 and 40602](#), the mayor or mayor pro tempore must sign any written contracts and conveyances made or entered into by the city, unless the city has an ordinance or municipal code provision in effect that specifically allows or designates contracts to be signed by an officer other than the mayor or mayor pro tempore. Accordingly, if the city does not have a city ordinance or municipal code provision described above, then the Department requires that the mayor or mayor pro tempore sign the Standard Agreement as the authorized signer for the city and provide to the Department the Resolution from the City Council authorizing the mayor to sign the Standard Agreement and related documents on behalf of the city. The mayor or mayor pro tempore may not delegate to a third party his or her authority to sign documents unless there is a city ordinance or municipal code provision in effect that expressly authorizes such delegation and a duly authorized resolution reflecting such delegation is provided to the Department. If the city does have an ordinance or municipal code provision as described above, the Department requires the city to provide a copy of such ordinance or municipal code, as well as the Resolution that indicates the name and title of the city official authorized to sign the Standard Agreement and related documents. The Resolution required by this section must be in form and content acceptable to the Department. The Department reserves the right in all cases to require the Applicant to timely provide a satisfactory written legal opinion from the City Attorney (or other legal

counsel) stating that the designated signatory for the City has full, current legal authority to execute and deliver this Standard Agreement, and all subsequent amendments and other documents related to the Standard Agreement, to the Department.

## **E. TIN**

Applicant must submit the required **Government Agency Taxpayer ID (TIN)** Form found in the Files tab of each program solicitation. The submitted TIN form must include FEIN, accurate payment information to be complete, and must not have been signed more than one (1) year before submission.

## **F. Budget**

Applicant must complete CDBG budget found in the Grants Network portal. Required budget information includes direct costs only. Direct costs for Activity, GA, and Program Income, if applicable, must be completed and clearly identified. Do **not** include any information on indirect cost, match, or cost share. Budget requests must be in whole dollars and not include any cents.

A Budget must be completed for the Main and every Sub Application. Failure to complete the Budget for the Main and every Sub Application may result in an immediate disqualification.

## **G. Sources and Uses Chart**

Applicants must submit a Sources and Uses Chart which evidences the commitment of all funds required to complete the applied for CDBG project or program. The application will guide Applicants that are using multiple funding sources to upload a comprehensive Activity Sources and Uses Chart. Grantees may use their own form, or the template Sources and Uses Chart found in the Files tab of the application. Evidence of commitment of any funding sources other than CDBG needed for a project to be feasible must be uploaded at application.

The Sources and Uses Chart must itemize the general projected costs of the project or program.

## **H. System for Award Management (SAM)**

Pursuant to **24 C.F.R. Part 5**, all CDBG Applicants are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, subrecipients, etc., that are conducting business with the Applicant are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Applicants and their partners, contractors, consultants, and subrecipients must register with the **System for**

**Award Management (SAM)** to do business with the U.S. government and have debarment checks that return a registration status of “Active” and “No Active Exclusion Records” under the Exclusion Summary. See [\*\*Chapter 5\*\*](#) of the CDBG GMM for additional guidance.

The Department will not award or distribute any CDBG program funds to Applicants and Applicant partners, including contractors, subrecipients, and consultants that are debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, and/or unregistered in SAM from federally assisted programs. Applicants are not required to perform debarment checks on individual Applicant or partner employees or individual persons unless that person is acting as a contractor, consultant, subrecipient, or program partner and will be receiving payment directly from CDBG funds. Debarment checks for Applicant and all applicant partners must be completed before award of funds.

## **I. State Objectives**

The Applicant must answer the questions regarding Disaster Resiliency in the application form.

## **J. National Environmental Policy Act of 1969 (NEPA)**

Pursuant to 24 C.F.R. 570.604 Environmental Standards, the regulations in 24 C.F.R. Part 58 specify how the National Environmental Policy Act of 1969 (NEPA), must be met. Applicants must demonstrate compliance by submission of a complete, current, and applicable Environmental Review Record with the appropriate level of review form, completed [\*\*Related Federal Laws and Authority topic worksheets\*\*](#) (as applicable), and all supporting documentation. For more information regarding the Related Federal Laws and Authority, please visit the [website](#).

Required NEPA process, training, and current forms are available on the [HUD Exchange](#) website. Additional HUD guidance can be found on the [Orientation to Environmental Reviews](#) page and additional Department guidance can be found in [\*\*Chapter 3\*\*](#) of the CDBG GMM and [Environmental Review Steps CDB Program](#).

If CDBG funds will be used for GA Activities, a GA NEPA Environmental Review Record must be submitted specifying the applicable exemption in [24 C.F.R. §58.34\(a\)](#).

For Business Assistance and Housing Assistance activities that operate as a program but, as per HUD, require a Tiered Review process with site specific environmental reviews for NEPA clearance, both a GA NEPA review and Tier 1 NEPA review are required at time of application.

All documents must be submitted in the application portal. Do not send any documents to the Environmental Services Team (EST). If an application is awarded,

program staff will submit documents to EST as needed.

## **K. Construction Projects**

All construction projects applying for funding under this NOFA must demonstrate readiness at the time of application, including but not limited to, the submission of the following items:

- Independent Cost Estimate
- Completed NEPA Environmental Review Record for the project.
- Bid-ready Plans and Specs
- Certification from Engineer that Plans and Specs are bid-ready
- Certification from City that bid docs are ready
- Construction timeline (Gantt Chart preferred)
- Demonstration and Certification that jurisdiction has the capacity and knowledge to manage the project.
- Demonstration and Certification that developer is experienced.
- List of required permits including anticipated date of obtaining the permit and any prerequisites needed to obtain the permit. Specifics regarding permit acquisition should be detailed in the application Narrative and Milestones.
- Written commitments for any and all third-party funding that is needed to complete the project.

## **L. Economic Development (ED) Programs Only**

The Applicant must demonstrate capacity and experience to operate an ED Program. Capacity and experience may be documented through one of the following options:

1. The Applicant has hired staff that are able to dedicate capacity to the operation of a CDBG-funded ED Program. These staff must have at least:
  - i) Three years of CDBG ED experience; or
  - ii) Five years of commercial underwriting experience plus two years of general CDBG experience; **-OR-**
2. The Applicant has prepared a draft request for proposals (RFP) or subrecipient selection process for a qualified consultant or nonprofit ED group with direct experience in implementation of the ED activities proposed in the ED Program application.
  - i) A request for proposals or a subrecipient selection process must be completed within 60 days of applicant's receipt of the Standard Agreement. A copy of the executed agreement with the selected subrecipient or contractor must be

provided to the Department within 120 days of execution of the Standard Agreement. These must be listed as milestones in the application. **-OR-**

3. The applicant has identified at least three (3) qualified consultants or nonprofit ED groups with direct experience in implementation of the ED activities proposed in the ED Program application.
4. The Applicant commits to partnering with the Small Business Development Centers or a similar organization that has direct experience in CDBG ED program design, implementation, and commercial underwriting. This commitment will be a resolution, memorandum of understanding, or similar formal statement and will be required at application.

## **M. Planning Related to Another Activity Only**

Applicants wishing to apply for engineering, architectural, and design costs (bid-ready plans and specs) related to a specific eligible construction activity may do so under a Planning application, however this will not be considered a Planning-only activity. It will be considered Planning Related to Another Activity and will be coded under the ultimate planned-for Matrix Code. For example, bid-ready plans and specs for a senior center will be coded under 03A for Senior Center, and will not be considered to have met the National Objective until the Senior Center is fully built. To submit an eligible Planning Related to Another Activity application, applicants must demonstrate activity feasibility and obtain written approval from the Department prior to submitting an application. Without prior written authorization from the Department, the application will not meet threshold.

To obtain written authorization, submit an email to [CDBG@hcd.ca.gov](mailto:CDBG@hcd.ca.gov) with the following information:

1. Description of the work to be done.
2. List of deliverables (i.e. architectural designs, independent cost estimate, etc.).
3. If there was a feasibility or preliminary engineering/architectural study conducted for this project, please include that as an attachment to the email.
4. If there was no feasibility or preliminary engineering/architectural study conducted, describe how the jurisdiction determined project feasibility.
5. How does the jurisdiction plan to fund the project when all planning deliverables are complete? Please note, CDBG **cannot** be the sole funding source.
  - a. If planning to utilize CDBG funds, what is the contingency plan if the jurisdiction does not receive a CDBG award for the project?

6. Identify if there are any potential barriers to this project (e.g., permitting, laws, site control, community opposition, etc.).
7. Provide a timeline for the project from planning through construction and closeout.
8. Provide a cost estimate for the project.
9. Is the project's NEPA complete? If so, please provide.

Additional information may be requested and must be provided. Submission of information does not guarantee written authorization. Once all information is provided and reviewed, the Department will review the information and determine in its sole and absolute discretion, if the proposed activity is feasible and provide written authorization as applicable. Authorization letters are only valid for the current NOFA cycle.

All requests must be submitted via email to the CDBG Unit inbox ([CDBG@hcd.ca.gov](mailto:CDBG@hcd.ca.gov)) no later than by 9AM (PST), 14 calendar days prior to the Submission Portal Opening Date as stated in Section I.B. of this NOFA. If the 14<sup>th</sup> day lands on a holiday or weekend, the deadline will be the next available business day at 9AM (PST).

## **N. 50 Percent Rule**

Any applicant with one or more current and open CDBG Standard Agreements for which the expenditure deadline established in the agreement(s) has not yet passed must have expended, in aggregate, at least 50 percent of CDBG funds for the same type of activity(s) included in those open CDBG Standard Agreement(s).

For example, if an applicant has 2 open public service awards (one for a hot meals program for \$250,000 and another for senior services for \$300,000), the applicant must have expended at least 50 percent of the total combined amounts of both awards (\$275,001) in order to apply for a new public service application.

**Requirement must be met by the time the application submission period opens.** For purposes of the “50 Percent Rule,” “expended” means that a Financial Report was submitted in the grants management system **and** passed at least 2 steps of approval – regardless of the “Spend” column shown in the grants management system.

Applicants with an open CDBG Standard Agreement(s) may not disencumber funds in order to comply with the 50 Percent Rule requirement. Applicants who are preparing to close out an open CDBG Standard Agreement that includes disencumbrance that may affect compliance with the 50 Percent Rule, should submit an exemption request to the CDBG unit inbox ([cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov)) **prior to the**

Submission Portal Opening Date. Exemption request must include the draft completed Closeout Package and public notice with proof of posting. The Department has sole and absolute discretion on exemption approval. Exemption approval may be rescinded if the final completed closeout package is not received by the Department by the application submission portal closing date.

## **VI. Application and Activity Requirements**

### **A. Federal Cross-Cutting Requirements**

At time of application submission, all applications must comply with and provide documentation of HUD's federal cross-cutting requirements found at [24 C.F.R. §570.600 et. seq.](#), and summarized in [XII: Federal Program Requirements](#) of this NOFA, as the same may be amended from time to time.

### **B. Application Verification**

Applicants must certify upon submission that their application is true and correct to the best of their knowledge. **Selecting an input field or uploading a blank document to circumvent the application requirements invalidates the application certification and will result in immediate disqualification.** Applicants that intentionally input false information or that intentionally upload blank documents will have their good standing with the Department revoked and may be determined to be ineligible for other Department funding. Applicants are warned that intentionally providing false information to the Department may constitute fraud.

### **C. Timely Submittal**

Applicants are strongly encouraged to give plenty of time for submitting prior to the application cutoff date and at least several hours prior to the cutoff time.

**If an input field, upload requirement, or application component is not functioning correctly, or if there are system outages or other system failures prior to submittal, please contact [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov) as soon as possible prior to the cutoff time to document the issue so that applications are not disqualified due to technical difficulties. Failure to contact the Department with system issues will not exempt Applicants from application verification requirements.**

### **D. Gap Funding/“But-For”**

CDBG is intended to provide stop-gap funding for crucial infrastructure, public safety, housing, and social service projects. CDBG funds may not be obligated to Activities that are documented to already have sufficient funding for the Activity as described, or that have identified multiple funding sources for the same costs,

resulting in overfunding of the Activity. **CDBG funds must be “but-for” funding for every Activity and may not be used to supplant local or state resources.** CDBG grant funds cannot be used to replace funds that have been budgeted and/or expended from another funding source for the same Activity (i.e., there cannot be any supplanting). Pre-agreement costs are generally eligible provided that the initial funding for those costs is identified as a temporary funding source (such as a loan from a local fund wherein the loan is float-funding the CDBG Activity pre-agreement costs, but such costs must be repaid so that the temporary loaned funds may be used as originally intended) and that the costs are budgeted to be part of the CDBG Activity.

CDBG funds are not intended to be the sole funding source for a project or program.

## **E. Good Standing**

The Applicant, and any co-Applicant, together with all respective affiliates, must be in good standing with the Department (i.e., are current on all loan and/or grant obligations, have a satisfactory past performance history in all their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements). Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

## **F. Homelessness Assistance**

If you are seeking funding for homelessness assistance, generally defined as activities falling under matrix codes 03C or 03T, you must be a participating member of your local homelessness Continuum of Care (CoC). To demonstrate this, please submit a letter on CoC letterhead signed by the CoC coordinator that states that your jurisdiction is a participating member of the Continuum of Care.

## **G. Readiness**

Planning related to another activity and public facilities and infrastructure project applications must demonstrate readiness as outlined in Section V: Application Threshold and Initial Requirements of this NOFA and the application.

Housing and Economic Development Program applications must demonstrate readiness to be considered for funding. To be considered “ready,” a program will need to provide the following at application submission to the satisfaction of the Department:

1. Draft or final program guidelines,
2. An underwriter either secured or a draft RFP/RFQ to be released within 60 days of Standard Agreement execution by the Department, and
3. A marketing plan/strategy.

## **H. Waivers**

Any requests for waivers or exceptions to any requirements must be submitted to the CDBG unit inbox ([cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov)) within 30 calendar days of the NOFA release. The denial of any request for a waiver or exception may not be appealed. The granting or withholding of any waivers or exceptions are subject to the Department's sole and absolute discretion and in compliance with applicable law.

## **VII. Application Submission**

### **A. Workshops**

The Department is conducting a series of both live and pre-recorded application workshops. These workshops will include training on:

- i) Resolution (formerly: Resolutions: What is required and why)
- ii) Public Participation
- iii) NEPA (formerly: How to complete the correct level of Environmental Review)
- iv) Debarment (formerly: How to pull a debarment check)
- v) Preparing the Narrative & Milestones (formerly: How to write a narrative and milestones)
- vi) Single Audit
- vii) 2024 CDBG Application & Budget (formerly: Completing the 2024 NOFA Application and Budget)
- viii) 2025 CDBG NOFA Review (formerly: CDBG 2024 NOFA Review)

Applicants are **required** to attend these workshop sessions. It is important to attend and engage in the live webinars to ensure a complete and accurate application is submitted. If they are unable to attend the live virtual workshop, Applicants must certify that they have reviewed these workshops on the CDBG website. The website also provides Training and Technical Assistance materials on the CDBG program, the CDBG Program Redesign, using Grants Network, and preparing a CDBG program application in Grants Network.

Excessive corrections may result in disqualification, or an application being reverted to draft to reapply. Please visit the Department's [website](#) for upcoming information.

### **B. Submission Process**

**Applicants must follow instructions in this NOFA, the online application, and the CDBG program Guidelines.** The Department strongly encourages Applicants to have all required documents on hand when completing the application. Failure to

follow instructions and timely submit all required documentation (including a Main and all required Sub Applications) **will result in disqualification. Time is strictly of the essence with respect to the application deadlines and other deadlines referenced in this NOFA.** Once submitted, applications must stand on their own. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information but are unable to accept any new documentation that would provide an unfair advantage over other applications. It is **strongly** recommended that all documents be reviewed and saved to their own electronic files PRIOR to submission.

The CDBG Application and all required attachments must be submitted to the Department through the [eCivis Portal](#). Applicants must certify that all information is true and complete to the best of their knowledge, under penalty of perjury. Per [83 FR 5848](#) "Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729."

Applicants that do not have an account with the eCivis Portal should create an account through the eCivis website. Use the "Create an account" option to initiate a profile. See the available training on the [CDBG webpage](#) to learn how to open an account. There is no cost associated with an eCivis Portal account.

A complete application consists of one Main Application **and at least** one Sub Application. Failure to submit a Main or a Sub Application will be considered an incomplete application. Incomplete applications **WILL NOT** be reviewed. We recommend reaching out to your CDBG representative or [CDBG@hcd.ca.gov](mailto:CDBG@hcd.ca.gov) for confirmation of receipt.

## **C. Application Submission**

1. Applicants are ultimately responsible for what is submitted in an application, even if the application was prepared by a consultant. Applicants that rely on consultants or grant writers to prepare the CDBG application must carefully and thoroughly review the application for completeness and correctness prior to submittal.
2. Applications submitted through the eCivis Grants Network Portal must be submitted by a jurisdiction's Profile account. Applications submitted by an account using an email address for someone other than a jurisdiction employee will be disqualified.
3. All documents requiring signature must be executed by the appropriate Authorized Representative identified in the Resolution of the Governing Body submitted with the application.

4. All application certifications must be certified by a staff member of the applying jurisdiction with authority to make such certifications on behalf of the jurisdiction.
5. A complete application consists of one Main Application and at least one Sub Application. Failure to submit a Main or a Sub Application will be considered an incomplete application. Incomplete applications WILL NOT be reviewed. We recommend reaching out to your CDBG representative for confirmation of receipt.

#### **D. Applicant Responsibility**

**It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity to ensure that each and every requirement of those funding sources is compatible with all Department program requirements and restrictions. Incompatibility of funding sources may result in the denial or cancellation of an award or may result in the placement of conditions or limitations on an award, all as determined by Department in its sole and absolute discretion.**

#### **E. Disclosure of Application**

Information provided in the Application will become public record available for review by the public pursuant to the California Public Records Act ([G.C. §7920, et. seq.](#)). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act, without prior notice to the Applicant. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identifying information (PII). By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a Public Records Act request and without advance notice to the Applicant.

### **VIII. Application Review**

All applications submitted by the application deadline and that pass the Threshold evaluation phase will be reviewed for Activity eligibility. Activities that do not meet program eligibility requirements will be disqualified for funding.

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. This includes, but is not limited to, authorizing

an eligible increase in funding to any Applicant after the Department makes an award under this NOFA.

### **A. Review Process**

1. All applications will be reviewed for minimum Threshold Requirements as outlined in this NOFA.
2. Applications that meet minimum Threshold Requirements will be placed into the appropriate set-aside if applicable and scored.
3. Awards will be made in order from the highest to the lowest score, within the appropriate set-aside if applicable. If funding cannot be awarded to all planning, public service, projects, or programs, within a set-aside, the highest scores ones will be awarded. If set-asides are exhausted, the remainder will be scored along with all others.

### **B. Set-Aside for Applicants Not Awarded CDBG Funds in the Last Five Years**

1. Applicants who have not received a CDBG award in the past five NOFA cycles (2020-2024) will be eligible to rank in priority order from 1 to 3 planning, public service, project or program to compete under a set-aside.
  - i) This rank in priority will be made via a prompt in the main application.
  - ii) PI only Awards are not considered a CDBG Award received in the past 5 years for the purposes of this ranking.

### **C. Scoring**

All applications will be scored according to the evaluation criteria outlined in Appendix F. All applications will be sorted, from highest to lowest score, within each set-aside if applicable. The Department has full and absolute discretion regarding scoring criteria and interpretation of requirements and definitions. The Department's decision shall be final, binding, and conclusive, and shall constitute the final action of the Department.

The Community Need Score. This value is calculated by transforming the Low/Mod Percentage from HUD's Low- and Moderate-Income Summary Data (LMISD) based on the 2016-2020 American Community Survey (ACS) into a numerical value, dividing the value in half.

### **D. Corrections**

Prior to routing the application for Standard Agreement packaging, the Department may make clerical changes to the application such as naming conventions, grammar, and capitalization. Any changes will be documented, and the applicant will

be notified.

## **IX. Appeal Criteria and Process**

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the Guidelines and the NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

The Department will provide opportunity to appeal any disagreed points assessment, pursuant to the appeals process as set forth in the NOFA. Disqualifying threshold determinations shall also follow a similar process, which shall be set forth in greater detail in the NOFA. For reference, all such appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review, and/or initial score letter, as applicable, representing the Department's decision made in response to the application.

### **A. Competitive Application Appeals**

#### 1. Basis of Appeals

- i) Applicants may appeal the Department's written determination that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award (including point scoring and tie breaker).
- ii) At the sole discretion of the Department, the Department's written determination may include a request for clarifying and/or corrective information. For purposes of this section, "clarifying information" includes information and/or documentation that resolves ambiguities in any application materials that will inform the Department's threshold, scoring, and feasibility determinations.
- iii) No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's application (e.g., eligibility, award).
- iv) Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be made by the Program Manager or his/her designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of the Department.
- v) The appeal process provided herein applies solely to decisions of the Department made pursuant to this NOFA.

#### 2. Process

- i) To file an appeal, Applicants must submit to the Department, by the deadline set forth below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a Competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to the Department at [cdbq@hcd.ca.gov](mailto:cdbq@hcd.ca.gov) according to the deadline set forth in the Department review letters.

3. Filing Deadline

- i) Appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review, or initial score letters, as applicable, representing the Department's decision made in response to the application.

## **X. Award Recommendations**

Applications that are eligible, complete, timely submitted, and that satisfy all threshold requirements may be recommended for funding, subject to the availability of funds for the activity(ies) applied for. Applicants recommended for award will officially be notified of awards via an award letter sent via email. Subsequently, the grantee will receive award notification through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards or that fail threshold will be officially notified via email that their application was not awarded or failed to pass threshold. The Final Award List will be posted on the Department's CDBG webpage. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

## **XI. Awards Announcement and Grant Implementation**

### **A. Awards Announcements**

The Department anticipates awards will be announced no later than July 2026. All awards are subject to availability of funds and compliance with all applicable legal requirements of the Program. Until all awards are announced, the CDBG staff will not be able to discuss applications or the status of applications.

### **B. Standard Agreements**

Successful Applicants (awardees) will enter into a Standard Agreement with the Department. A draft, sample Standard Agreement is included as Appendix E to this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. The form and content of the sample draft Standard Agreement is subject to revision without prior notice. A condition of award will be that a Standard Agreement must be executed by the awardee within 30 days (contracting period) of the awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period may result in award cancellation. Award cancellations are final.

Funding awarded through this NOFA will have a 33-month (two (2) years and nine (9) months) expenditure and liquidation period.

To ensure that the Standard Agreement(s) are being sent to the correct individual, **Applicants MUST complete ALL required sections of the profile section of the application and must let the Department know in writing if the contact information has changed since the time of application submittal by emailing [cdbg@hcd.ca.gov](mailto:cdbg@hcd.ca.gov).** Standard Agreements and communication during this process will be with the email address designated in the profile section of the Application.

## **XII. Federal Program Requirements**

### **A. Federal Cross-Cutting Requirements**

The CDBG program is administered under the rules and regulations promulgated primarily in **24 C.F.R. §570.600, et seq, as the same may be amended from time to time.** These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state CDBG program.

The following is a list of some of the most commonly applicable federal cross-cutting requirements. This is not an exhaustive list.

- i) Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
- ii) Labor Standards (Davis-Bacon and related laws)
- iii) Public participation requirements
- iv) Fair Housing

- v) Equal Opportunity and Non-Discrimination in federal Grant Programs
- vi) Federal Procurement Guidelines
- vii) National Flood Insurance Program compliance
- viii) Relocation and displacement requirements
- ix) Employment and Contracting Opportunities Section 3 Compliance
- x) Lead-based paint requirements
- xi) No use of debarred, ineligible, or suspended contractors or sub-recipients
- xii) Uniform Administrative Requirements and Cost Principles
- xiii) Conflict of interest prohibitions
- xiv) Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
- xv) Federal reporting requirements
- xvi) Grant and subrecipient monitoring requirements
- xvii) Build America, Buy America Act (BABA) requirements

## **B. Relocation Plan Requirements**

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)** and any applicable State relocation requirements. Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants must include relocation costs in project budgets and timely pay the same to those displaced in accordance with applicable law.

Applicants must provide relocation assistance to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Grantee will enforce and manage the project's relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

## **C. Procurement Requirements**

Pursuant to **24 C.F.R. §570.489(g)**, all Grantees must comply with federal procurement requirements. The Department will review the Grantee's procurement documents for services (*i.e.*, administrative sub-contractor, Davis-Bacon consultant, etc.) at time of monitoring or upon the Grantee's request.

Requirements for federal procurement can be found at [2 C.F.R. §200.317-327](#). Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

## **D. False, Fictitious or Fraudulent Claims**

**Warning:** Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under [18 U.S.C. §287, 1001](#) and [31 U.S.C. §3729](#).

### **1. Detecting, Preventing, and Reporting Fraud**

Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused. The Department wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

### **2. Combatting Fraud**

The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone; they rely on Department and CDBG NOFA Applicants to combat CDBG program fraud. HUD also relies on Applicants for, and people receiving, HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is [1-800-347-3735](#). This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the CDBG program to the OIG.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG program from HUD employees, anyone administering the CDBG program, anyone working in the CDBG program, contractors, and the public. You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

i) **By email:**

[hotline@hudoig.gov](mailto:hotline@hudoig.gov)

ii) **By phone:**

Call toll free: 1-800-347-3735

iii) **By fax:**

202-708-4829

iv) **By mail:** Department of Housing & Urban Development

HUD OIG, Office of Investigation, Room 1200  
Field Office  
One Sansome Street  
San Francisco, CA 94104  
(213) 534-2518

HUD OIG, Office of Investigation  
Suite 4070  
Regional Office  
300 North Los Angeles Street  
Los Angeles, CA 90012  
(213) 534-2518

## **E. Whistleblower Protection Acts**

(Federal Whistleblower Protection Act ([5 U.S.C Section 2302\(b\)\(8\)](#)))

The Federal Whistleblower Protection Act (WPA) protects employees from retaliation for making protected disclosures. The WPA also provides penalties for supervisors who retaliate against Whistleblowers.

1. A disclosure is protected under the WPA if the employee discloses information the employee reasonably believes to be evidence of:
  - i) a violation of any law, rule, or regulation,
  - ii) gross mismanagement,
  - iii) a gross waste of funds,
  - iv) an abuse of authority, or
  - v) a substantial and specific danger to public health or safety.
2. In general, an employee or Applicant may make a protected disclosure to anyone, including non-governmental audiences, unless the information is classified or specifically prohibited by law from release. Options for making a protected disclosure include:
  - i) Informing a supervisor or someone higher up in management,

- ii) Submitting a complaint to the OIG by emailing the OIG at [oig@ftc.gov](mailto:oig@ftc.gov),
- iii) Filing a complaint with the Office of Special Counsel (OSC)  
<http://www.osc.gov>

## **F. The California Whistleblower Protection Act**

The California Whistleblower Protection Act ([\*\*Title 2, Division 1, Chapter 6.5, Article 3.5, G.C. §§ 8548-8548.5\*\*](#)) authorizes the California State Auditor to receive complaints from state employees and members of the public who wish to report an improper governmental activity. An "improper governmental activity" is any action by a state agency or any action by a state employee directly related to state government that:

- i) Violates any state or federal law or regulation,
- ii) Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or
- iii) Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from to an appropriate law enforcement agency conducting a criminal investigation.

There are many ways to file a complaint:

i) **By Telephone:**

You may call the Whistleblower Hotline at (800) 952-5665 to file a complaint by talking to one of the State Auditor's employees. The hotline generally is staffed Monday through Friday from 8:00 a.m. to 5:00 p.m. If you call when the hotline is not being staffed, or staff is occupied with other calls, you may leave a voicemail message requesting a return call.

ii) **By Mail or Facsimile:**

You may file a complaint in the form of a letter to the State Auditor addressed as follows:

Investigations  
California State Auditor  
P.O. Box 1019  
Sacramento, CA 95812

Or you may **fax** the letter to the State Auditor at (916) 322-2603.

- iii) As an alternative, you may complete the electronic version of the complaint form (which is available on the State Auditor website at [auditor.ca.gov](http://auditor.ca.gov)), print it out, and return it by mail or facsimile as stated above.
- iv) **Online:**  
Although the State Auditor does not accept complaints by e-mail, you may file a complaint online at  
<https://app.scoutcms.com/CaStateAuditorWhistleblowerComplaint>
- v) The State Auditor will not undertake an investigation unless there is a basis for believing that your complaint has sufficient merit to warrant spending resources on an investigation. Your complaint should therefore include:
  - a. A clear and concise statement of what you Compare alleging to be improper activity and why you believe it is improper.
  - b. The name or other information that clearly identifies the person you are alleging has acted improperly and the department where that person works.
  - c. The names and contact information for any witnesses who can confirm the truth of what you are saying.
  - d. Copies of any documents that will support what you are saying.  
(You should not submit original documents, as they cannot be returned.)

### **XIII. LIST OF APPENDICES**

Appendices are located in the eCivis Grants Network under the 'Files' tab within each specific program solicitation.

**Appendix A:** Community Need Score

**Appendix B:** Housing Element and Growth Control Requirements

**Appendix C:** Resolution Template of the Governing Body

**Appendix D:** 2025 CDBG Application Certifications and Statement of Assurances

**Appendix E:** Sample DRAFT Standard Agreement

**Appendix F:** 2025 CDBG Scoring Matrix

**Appendix G:** General Admin Calculator



# City of Fort Bragg

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

File Number: 26-576

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8A.

City Council Discussion and Provide Direction to LT Municipal Consultants on the Water and Sewer Rate Study



# Water and Sewer Rate Study

City of Fort Bragg

January 12, 2026





## Background

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- The City of Fort Bragg currently provides water and sewer service to about 2,700 customers
- The City last raised rates in 2019. Since then, there have been several court rulings against tiered water rates.
- Both utilities are currently doing well financially with reasonable reserves and positive net revenues (i.e. revenues are covering expenses)
- The City has been very successful in securing grants for many infrastructure projects
- However, rate increases are needed to keep up with inflation and fund improvements that likely won't be covered by grants
- This rate study proposes new rates each July 1 from 2026 to 2030
- LT presented to the Finance Committee on 12/10. This presentation reflects the Committee's input.



## Legal Requirements: Proposition 218

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- Governs how water and sewer service charges can be calculated and adopted
  - Rates can be adopted over a maximum 5-year period with a single study
  - Rates must be based on the reasonable cost of providing service
  - Rates must proportionally recover costs based on how customers take service
- Procedural requirements for adopting rate adjustments: mail a notice of hearing and conduct hearing at least 45 days later
- Ratepayers can block the increase with a 50% protest



## WATER ENTERPRISE



# Current Monthly Water Rates

## Fixed meter fees

Meter Size	Monthly Rate
Residential Customers	
5/8 & 3/4"	\$36.86
1"	\$52.42
1.5"	\$62.80
2"	\$109.16
3"	\$157.76
4"	\$206.38
6"	\$498.01
Non-Residential Customers	
5/8 & 3/4" Low-Usage Customers	\$36.86
5/8 & 3/4"	\$74.98
1"	\$115.09
1.5"	\$141.83
2"	\$275.53
3"	\$409.24
4"	\$542.94
6"	\$1,234.61

## + Usage Rates

	Rate per HCF
<u>Single Family Residential</u>	
Tier 1: 0-5 HCF	\$3.49
Tier 2: 6-10 HCF	\$5.23
Tier 3: 11+ HCF	\$7.84
<u>Non-Single Family Residential</u>	
All Use	\$6.01

HCF = hundred cubic feet  
1 HCF = 748 gallons



## Current Avg Residential Water Bill

	Rate		Count	Charges
Meter Fee 5/8"	\$36.86	X	1	\$36.86
<u>Usage Rates</u>				
Tier 1: 0-5 HCF	\$3.49	X	4	\$13.96
Tier 2: 6-10 HCF	\$5.23	X	0	\$0.00
Tier 3: 11+ HCF	\$7.84	X	0	\$0.00
TOTAL MONTHLY BILL				\$50.82

13 HCF of use = \$103.98 monthly bill



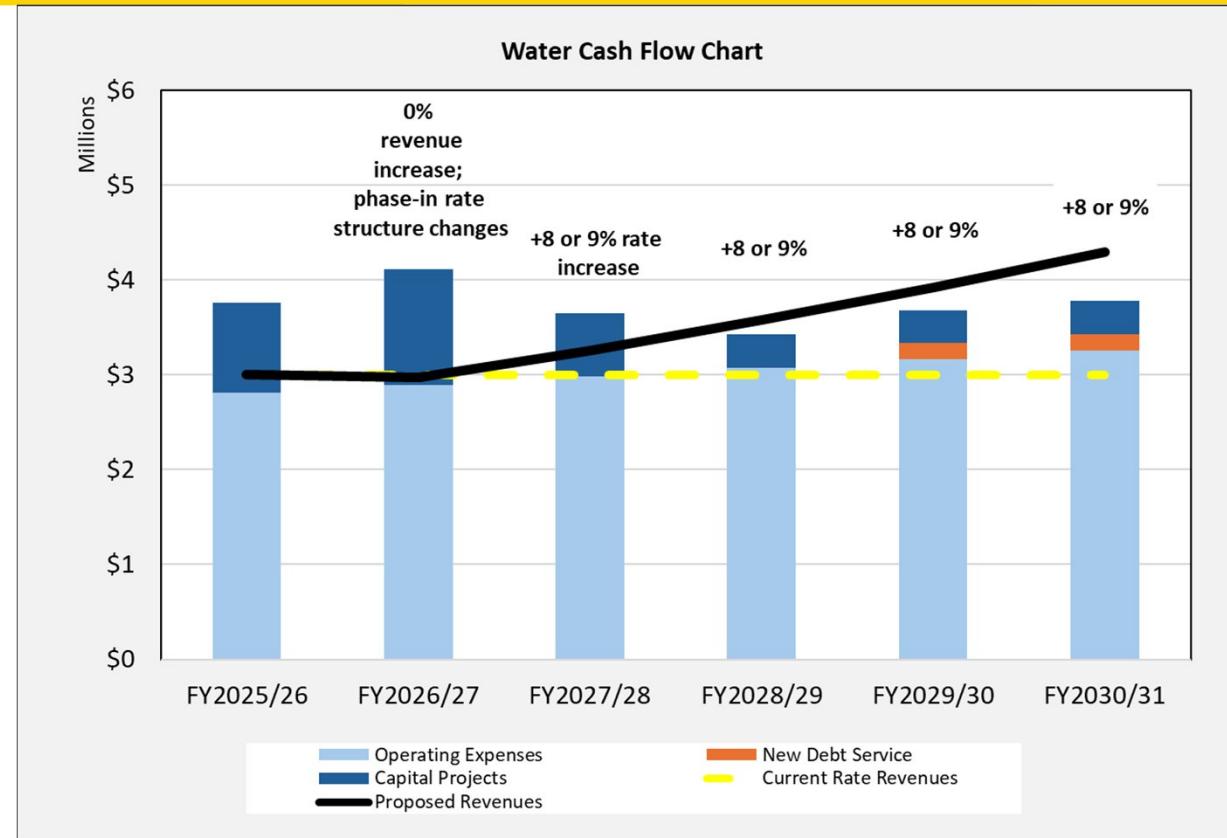
## Current Water System Financial Standing

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- Current reserves of about **\$4.8M**
- Current revenues of about **\$3M** are covering expenses of about **\$2.8M** resulting in net positive revenues of about **\$200,000**.
- The City must fund needed infrastructure improvements via rates totaling \$1.55M over the next 5 years
  - Noyo River Crossing (\$1.2M)
  - Cedar Street Water Line Design (\$320,000) – from the Master Plan; will upsize to a 16" main
  - Oak Street Valves (\$30,000) - Addition of two isolation valves to 10-inch water main on Oak Street
- Plus, the Cedar Street Water Line Construction of \$3.3M is proposed to be debt financed and will result in annual payments of \$168,400 beginning in FY2029/30



# Water Financial Projection



Rate Option A  
(presented to Fin.  
Com. on 12/10) =  
9% rate increases

NEW Rate Option B  
(lower meter fees) =  
8% rate increases

Average revenue increases shown above. Not every customer will receive exactly the % increase shown due to rate structure changes.



# Water Rate Design

---

- Rate design changes are proposed to comply with Proposition 218, industry best practices, and recent court cases
- Proposed changes:
  - Combine the separate residential and commercial meter fees into one rate schedule for all customers by the end of the five-year rate plan. Similar customers must have similar rates.
  - Dedicate a portion of existing cash reserves to phase the residential meter fees in over 5 years to mitigate impacts on customers
  - Eliminate the single family residential tiered usage rates
  - All customers will pay the same usage rates at all levels of usage
- 2 revenue recovery options:
  - Both options will fund operations and the same amount of capital costs
  - The difference is how the rates will be recovered between the meter fees and volume rates



## 2 Water Revenue Recovery Options

---

- OPTION A: Maintain Current Revenue Recovery (Presented on 12/10)
  - 56% Meter Fees / 44% Volume Rates
  - Provides greater revenue stability
  - Reflects that the majority of Water Fund expenses are fixed
  - Customers, especially low water users, have less control over their bills
  - 9% revenue increases proposed, FY2027/28 - FY2030/31
- OPTION B: Lower Meter Fees (NEW!)
  - 35% Meter Fees / 65% Volume Rates
  - Gives customers more control over monthly bills
  - Revenues can vary especially during times of drought
  - 8% revenue increases proposed, FY2027/28 - FY2030/31



## Proposed Water Meter Fees – Option A

Meter Size	Current	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Residential Customers						
5/8 & 3/4"	\$36.86	\$35.00	\$40.29	\$45.58	\$50.87	\$56.17
1"	\$52.42	\$60.00	\$67.55	\$75.10	\$82.65	\$90.20
1.5"	\$62.80	\$90.00	\$111.32	\$132.64	\$153.96	\$175.26
2"	\$109.16	\$160.00	\$189.34	\$218.68	\$248.02	\$277.34
3"	\$157.76	\$220.00	\$302.39	\$384.78	\$467.17	\$549.56
4"	\$206.38	\$400.00	\$513.95	\$627.90	\$741.85	\$855.80
6"	\$498.01	\$700.00	\$951.62	\$1,203.24	\$1,454.86	\$1,706.46
Non-Residential						
5/8 & 3/4" Low-Usage	\$36.86	\$35.00	\$40.29	\$45.58	\$51.54	\$56.17
5/8 & 3/4"	\$74.98	\$39.80	\$43.37	\$47.28	\$51.54	\$56.17
1"	\$115.09	\$63.91	\$69.64	\$75.92	\$82.76	\$90.20
1.5"	\$141.83	\$124.17	\$135.33	\$147.52	\$160.81	\$175.26
2"	\$275.53	\$196.49	\$214.15	\$233.44	\$254.47	\$277.34
3"	\$409.24	\$389.35	\$424.33	\$462.56	\$504.23	\$549.56
4"	\$542.94	\$606.31	\$660.79	\$720.32	\$785.21	\$855.80
6"	\$1,234.61	\$1,208.97	\$1,317.63	\$1,436.32	\$1,565.71	\$1,706.46

SAME



## Proposed Water Usage Rates (\$/HCF) – Option A

Current	
<u>Single Family Residential</u>	
Tier 1: 0-5 HCF	\$3.49
Tier 2: 6-10 HCF	\$5.23
Tier 3: 11+ HCF	\$7.84
<u>Non-Single Family Residential</u>	
All Use	\$6.01



All usage (\$/HCF)

FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
\$5.28	\$5.76	\$6.28	\$6.84	\$7.46



## Proposed Water Meter Fees – Option B

Meter Size	Current	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Residential Customers						
5/8 & 3/4"	\$36.86	\$25.49	\$27.53	\$29.73	\$32.11	\$34.68
1"	\$52.42	\$39.94	\$43.14	\$46.59	\$50.32	\$54.35
1.5"	\$62.80	\$76.08	\$82.18	\$88.74	\$95.83	\$103.51
2"	\$109.16	\$119.44	\$129.02	\$139.32	\$150.45	\$162.51
3"	\$157.76	\$190.00	\$222.46	\$254.92	\$287.38	\$319.85
4"	\$206.38	\$265.00	\$322.96	\$380.92	\$438.88	\$496.85
6"	\$498.01	\$600.00	\$697.13	\$794.26	\$891.39	\$988.51
Non-Residential						
5/8 & 3/4" Low-Usage	\$36.86	\$25.49	\$27.53	\$29.73	\$32.11	\$34.68
5/8 & 3/4"	\$74.98	\$25.49	\$27.53	\$29.73	\$32.11	\$34.68
1"	\$115.09	\$39.94	\$43.14	\$46.59	\$50.32	\$54.35
1.5"	\$141.83	\$76.08	\$82.18	\$88.74	\$95.83	\$103.51
2"	\$275.53	\$119.44	\$129.02	\$139.32	\$150.45	\$162.51
3"	\$409.24	\$235.06	\$253.92	\$274.20	\$296.11	\$319.85
4"	\$542.94	\$365.14	\$394.44	\$425.94	\$459.97	\$496.85
6"	\$1,234.61	\$726.48	\$784.78	\$847.44	\$915.13	\$988.51

SAME



## Proposed Water Usage Rates (\$/HCF) – Option B

Current		All usage (\$/HCF)				
<u>Single Family Residential</u>						
Tier 1: 0-5 HCF	\$3.49	FY2026/27	\$7.74	FY2027/28	\$8.36	FY2028/29
Tier 2: 6-10 HCF	\$5.23					FY2029/30
Tier 3: 11+ HCF	\$7.84					FY2030/31
<u>Non-Single Family Residential</u>						
All Use	\$6.01					



## Proposed Meter Fee Comparison (FY'27)

Meter Size	Current	OPTION A	OPTION B
Residential Customers			
5/8 & 3/4"	\$36.86	\$35.00	\$25.49
1"	\$52.42	\$60.00	\$39.94
1.5"	\$62.80	\$90.00	\$76.08
2"	\$109.16	\$160.00	\$119.44
3"	\$157.76	\$220.00	\$190.00
4"	\$206.38	\$400.00	\$265.00
6"	\$498.01	\$700.00	\$600.00
Non-Residential			
5/8 & 3/4" Low-Usage	\$36.86	\$35.00	\$25.49
5/8 & 3/4"	\$74.98	\$39.80	\$25.49
1"	\$115.09	\$63.91	\$39.94
1.5"	\$141.83	\$124.17	\$76.08
2"	\$275.53	\$196.49	\$119.44
3"	\$409.24	\$389.35	\$235.06
4"	\$542.94	\$606.31	\$365.14
6"	\$1,234.61	\$1,208.97	\$726.48



# Proposed Volume Rate Comparison

All usage (\$/HCF)

Current	
<u>Single Family Residential</u>	
Tier 1: 0-5 HCF	\$3.49
Tier 2: 6-10 HCF	\$5.23
Tier 3: 11+ HCF	\$7.84
<u>Non-Single Family Residential</u>	
All Use	\$6.01

## OPTION A

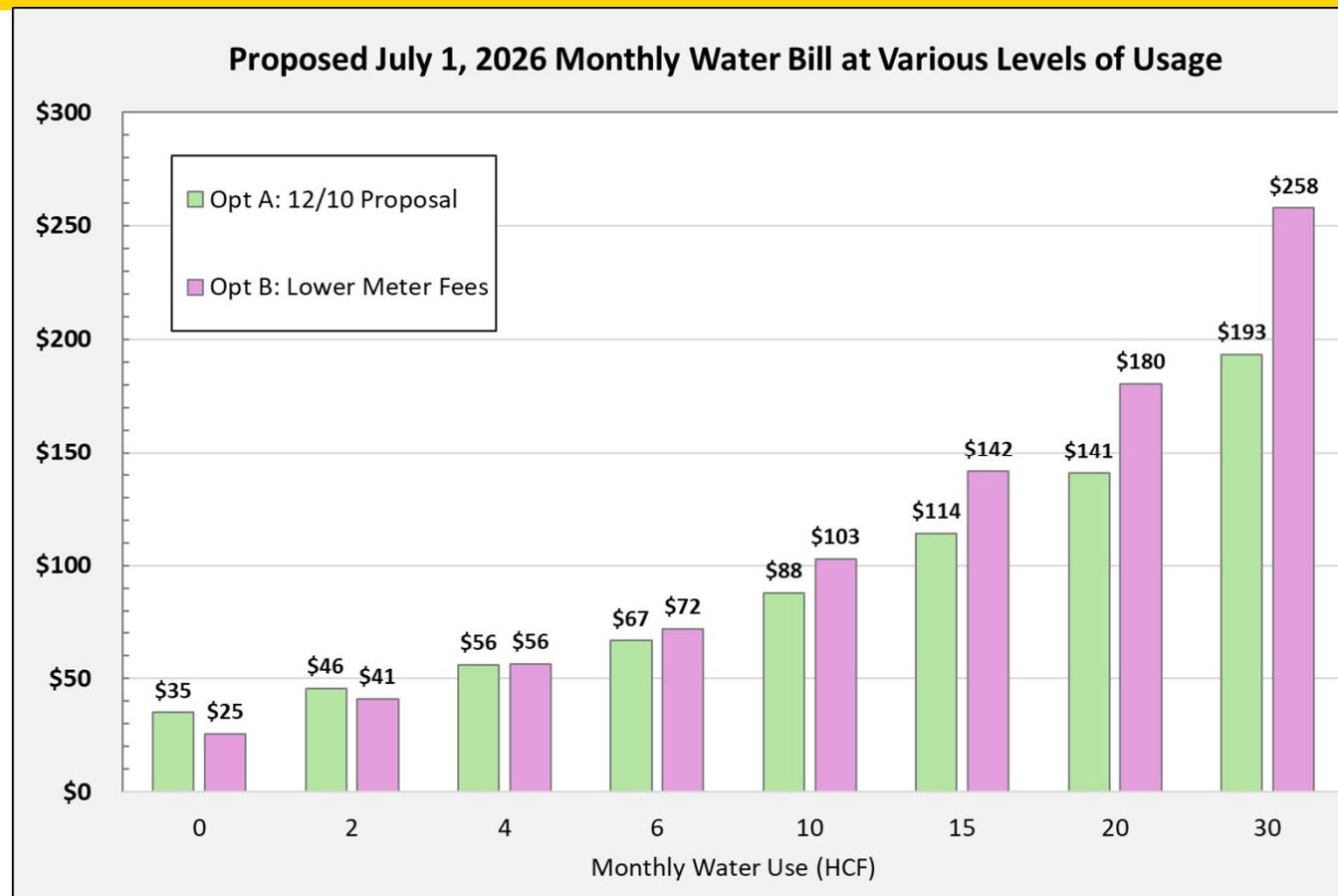
FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
\$5.28	\$5.76	\$6.28	\$6.84	\$7.46

## OPTION B

FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
\$7.74	\$8.36	\$9.03	\$9.75	\$10.53

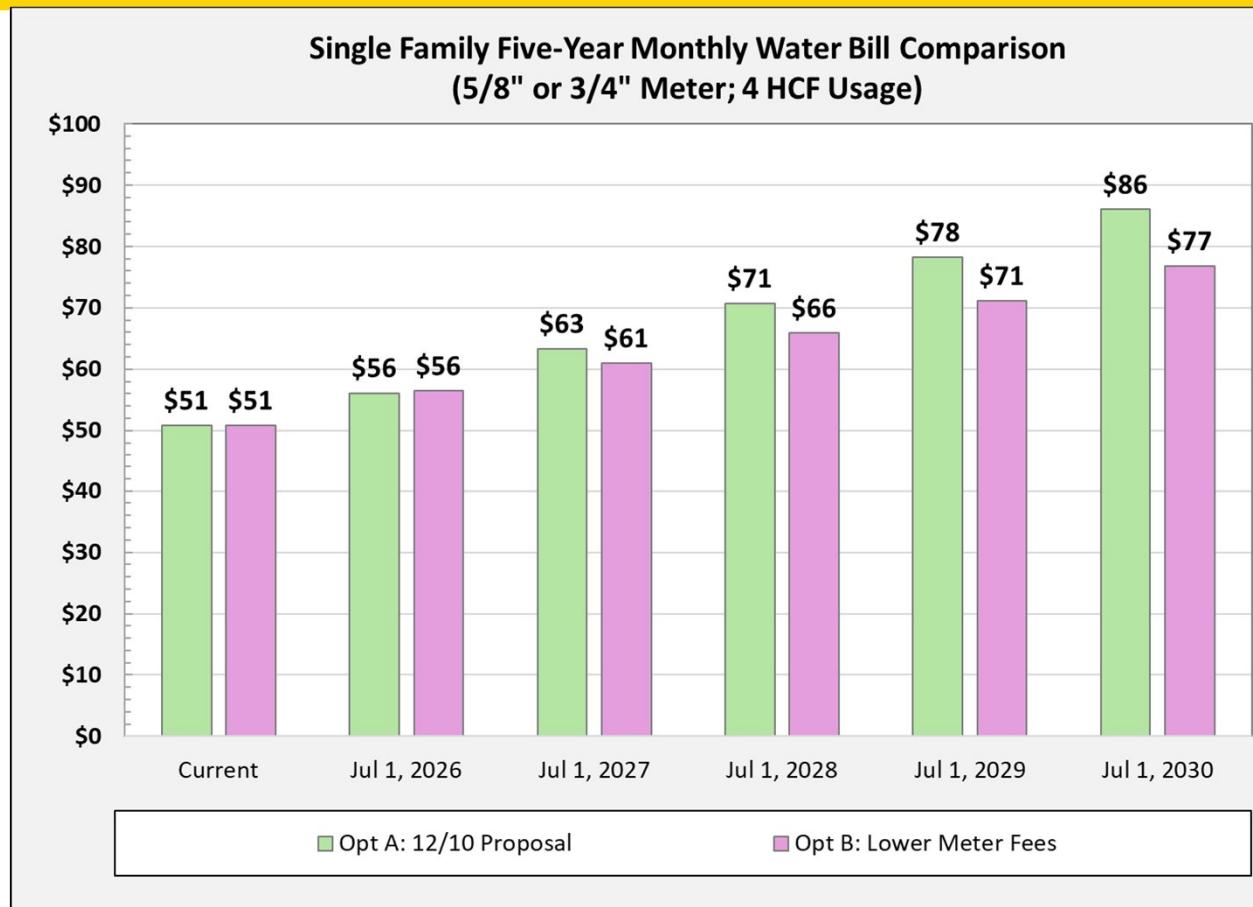


## Bill Comparison at Various Levels of Use



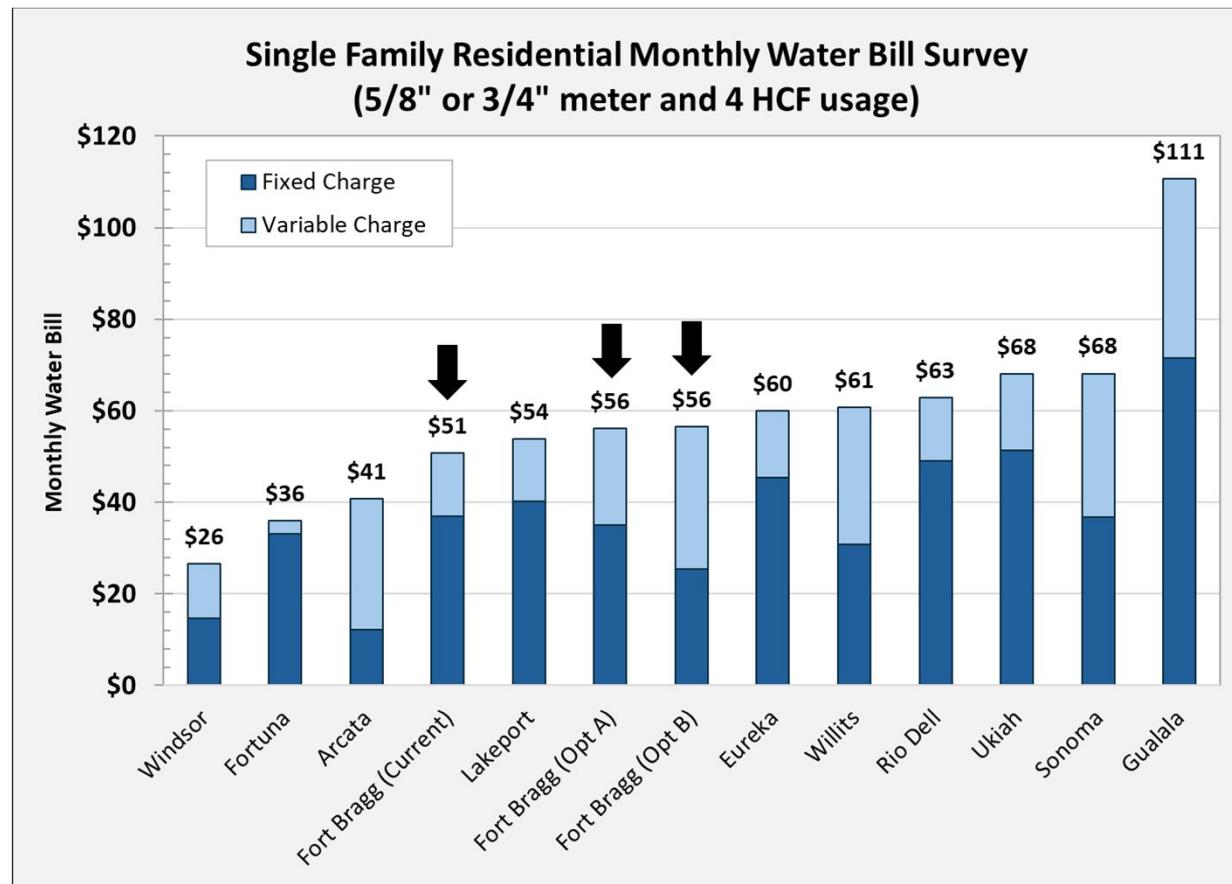


# Avg Water Bill 5-Year Comparison





# Water Bill Survey





SEWER ENTERPRISE



# Current Monthly Sewer Rates

## Fixed fees

Customer Type	Monthly Rate
Residential Customers	per dwelling
Single Family Residential	\$28.89
Multi-Family Residential	\$28.89
Mobile Home Parks	\$28.89
Non-Residential Customers	per business
Low Strength	\$28.89
Medium Strength	\$28.89
Breweries	\$29.89
High Strength	\$28.89

## + Flow Rates

Customer Type	\$/HCF
Residential Customers	
Single Family Residential	\$7.31
Multi-Family Residential	\$3.28
Mobile Home Parks	\$0.23
Non-Residential Customers	
Low Strength	\$9.90
Medium Strength	\$10.19
Breweries	\$20.30
High Strength	\$25.38

HCF = hundred cubic feet

1 HCF = 748 gallons

Residential sewer flow is based on winter water usage  
subject to a 2HCF minimum



## Current Avg Residential Sewer Bill

	Rate		Count	Charges
Fixed Fee	\$28.89	X	1	\$28.89
Flow Rate	\$7.31	X	4	\$29.24
<b>TOTAL MONTHLY BILL</b>				<b>\$58.13</b>



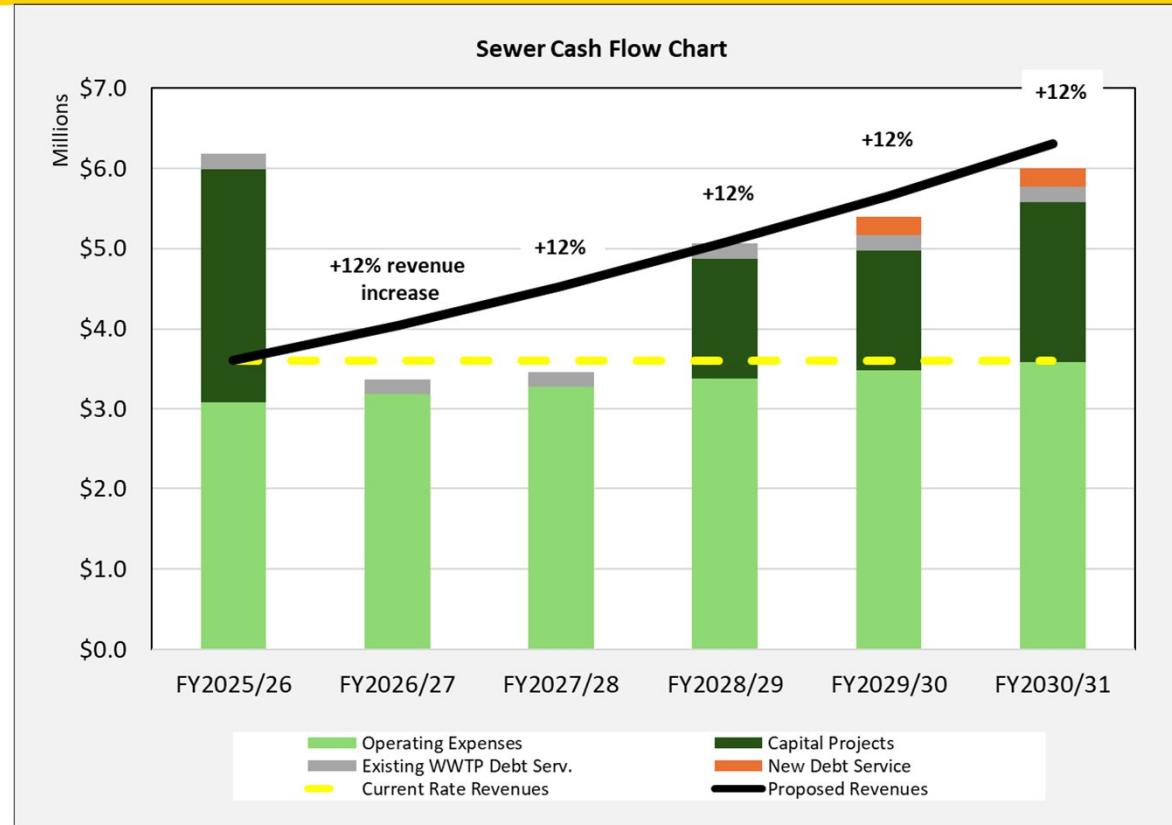
## Current Sewer System Financial Standing

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- Current reserves of about **\$3.6M**
- Current revenues of about **\$3.6M** are covering operating expenses of about **\$3.1M** + debt service of **\$186,000** resulting in positive net revenues of about **\$329,000**.
- This year, the City will draw down reserves about **\$2.6M** to fund the biosolid dryer building design, biosolids storage building, and pipeline work
- The City's wastewater master planning team has identified \$12M of sewer pipeline improvements. This rate study will fund the first \$5M via rate revenues.
  - This is an on-going program to repair sewer mains that are failing when leak repairs have become chronic or a significant source of inflow & infiltration (I&I) has been identified.
- Plus, the Wastewater Treatment Plant Main Replacement of \$4.5M is proposed to be debt financed and will result in annual payments of \$230,000 beginning in FY2029/30. This the 36" line that leads to the plant.



# Sewer Financial Projection



Average revenue increases shown above. Not every customer will receive exactly the % increase shown due to rate structure changes.

24



## Sewer Rate Design

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- Similar to the proposed water options, 2 revenue recovery options for how to recover costs between fixed fees and flow rates
- Proposed total annual revenue increases are the same for both options
- OPTION A: Higher fixed charge (12/10 Proposal)
- OPTION B: Lower fixed charge (NEW!)
- Proposed changes to flow rates
  - All residential flow will have the same cost
  - Residential flow and medium strength commercial will have the same flow rate



# Proposed Fixed Sewer Charges

## OPTION A (12/10 Proposal) Fixed Charges

Customer Type	Current	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Residential Customers	Per dwelling		+12%	+12%	+12%	+12%
All Residential Customers	\$28.89	\$24.22	\$27.13	\$30.39	\$34.04	\$38.12
Non-Residential Customers	Per business					
All businesses	\$28.89	\$24.22	\$27.13	\$30.39	\$34.04	\$38.12

## OPTION B (New Option) Fixed Charges

Customer Type	Current	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Residential Customers	Per dwelling		+12%	+12%	+12%	+12%
All Residential Customers	\$28.89	\$14.47	\$16.21	\$18.16	\$20.34	\$22.78
Non-Residential Customers	Per business					
All businesses	\$28.89	\$14.47	\$16.21	\$18.16	\$20.34	\$22.78



## Proposed Sewer Flow Rates (\$/HCF) – Option A

Customer Type	Current	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Residential Customers			+12%	+12%	+12%	+12%
Single Family Residential	\$7.31	\$11.05	\$12.38	\$13.87	\$15.53	\$17.39
Multi-Family Residential	\$3.28	\$11.05	\$12.38	\$13.87	\$15.53	\$17.39
Mobile Home Parks	\$0.23	\$11.05	\$12.38	\$13.87	\$15.53	\$17.39
Non-Residential Customers						
Low Strength	\$9.90	\$9.90	\$11.09	\$12.42	\$13.91	\$15.58
Medium Strength	\$10.19	\$11.05	\$12.38	\$13.87	\$15.53	\$17.39
Breweries	\$20.30	\$16.32	\$18.28	\$20.47	\$22.93	\$25.68
High Strength	\$25.38	\$18.54	\$20.76	\$23.25	\$26.04	\$29.16

HCF = hundred cubic feet

1 HCF = 748 gallons

Single family residential sewer flow is based on winter water usage subject to a 2HCF minimum



## Proposed Sewer Flow Rates (\$/HCF) – Option B

Customer Type	Current	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31
Residential Customers			+12%	+12%	+12%	+12%
Single Family Residential	\$7.31	\$12.93	\$14.48	\$16.22	\$18.17	\$20.35
Multi-Family Residential	\$3.28	\$12.93	\$14.48	\$16.22	\$18.17	\$20.35
Mobile Home Parks	\$0.23	\$12.93	\$14.48	\$16.22	\$18.17	\$20.35
Non-Residential Customers						
Low Strength	\$9.90	\$11.39	\$12.76	\$14.29	\$16.00	\$17.92
Medium Strength	\$10.19	\$12.93	\$14.48	\$16.22	\$18.17	\$20.35
Breweries	\$20.30	\$20.01	\$22.41	\$25.10	\$28.11	\$31.48
High Strength	\$25.38	\$22.98	\$25.74	\$28.83	\$32.29	\$36.16

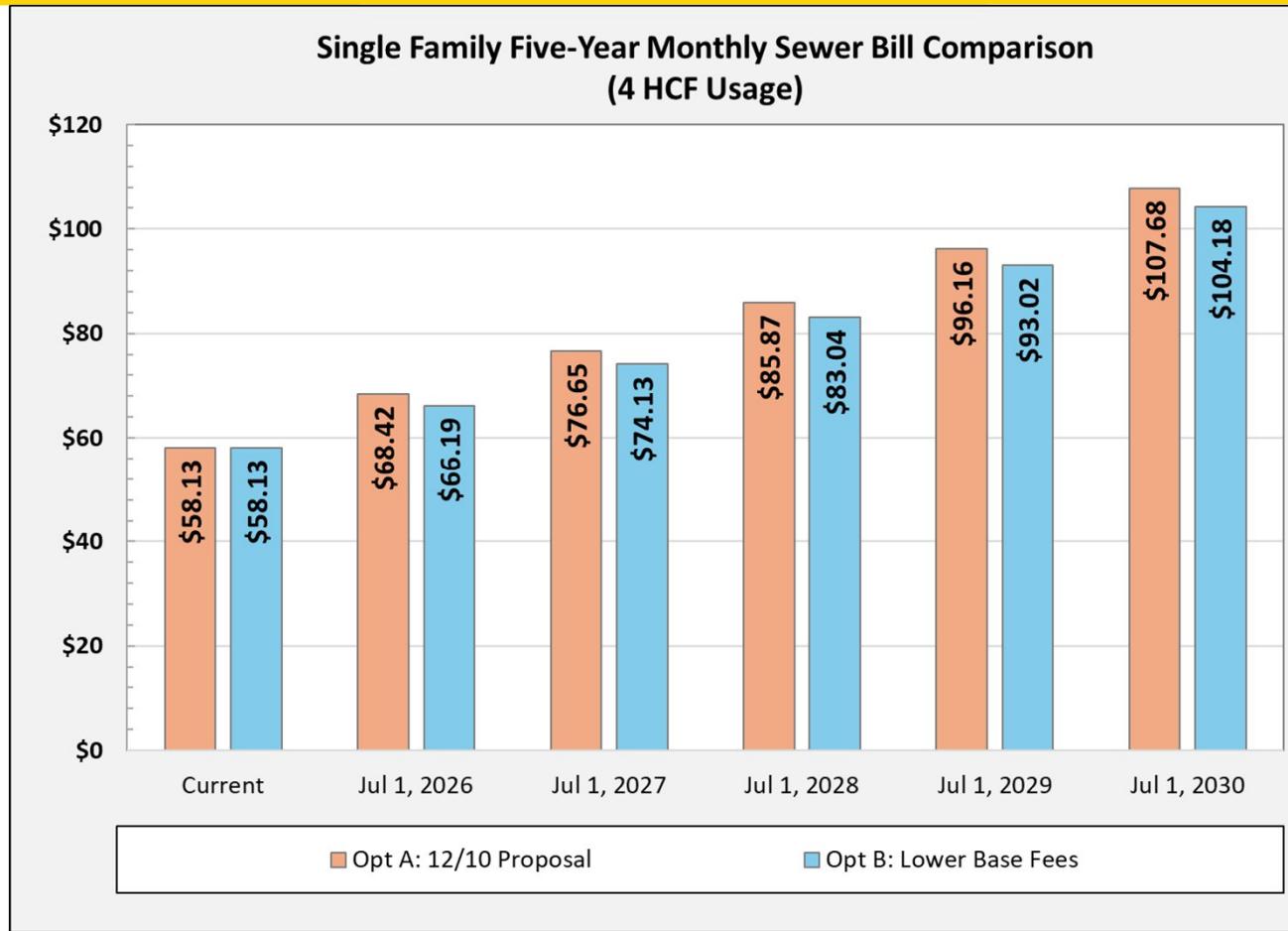
HCF = hundred cubic feet

1 HCF = 748 gallons

Single family residential sewer flow is based on winter water usage subject to a 2HCF minimum

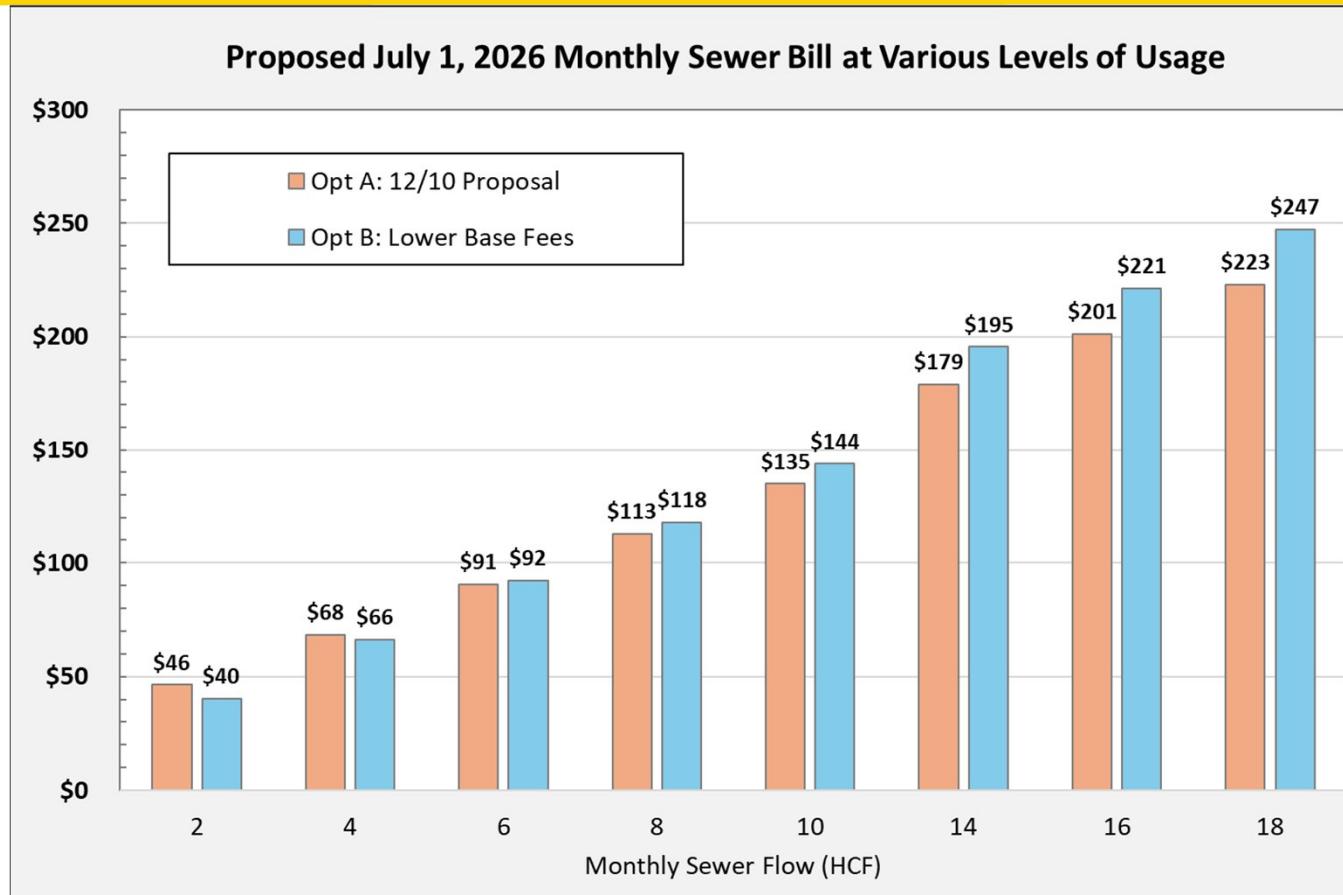


## Bill Comparison at Various Levels of Use





## Avg Sewer Bill 5-Year Comparison





## Current & Proposed Multi-Family Sewer Bill

### Current

	Rate	Count	Charges
Fixed Fee	\$28.89	X 1	\$28.89
Flow Rate	\$3.28	X 3	\$9.84
TOTAL BILL			\$38.73

The City serves about 1,000 multi-family dwelling units

Proposed July 1, 2026

OPT A	Rate	Count	Charges
Fixed Fee	\$24.22	X 1	\$24.22
Flow Rate	\$11.05	X 3	\$33.15
TOTAL BILL			\$57.37
			+48.1%

OPT B	Rate	Count	Charges
Fixed Fee	\$14.47	X 1	\$14.47
Flow Rate	\$12.93	X 3	\$38.79
TOTAL BILL			\$53.26
			+37.5%



## Current & Proposed Mobile Home Sewer Bill

### Current

	Rate	Count	Charges
Fixed Fee	\$28.89	X 1	\$28.89
Flow Rate	\$0.23	X 2	\$0.46
TOTAL BILL			\$29.35

The City serves about 200 mobile home dwelling units

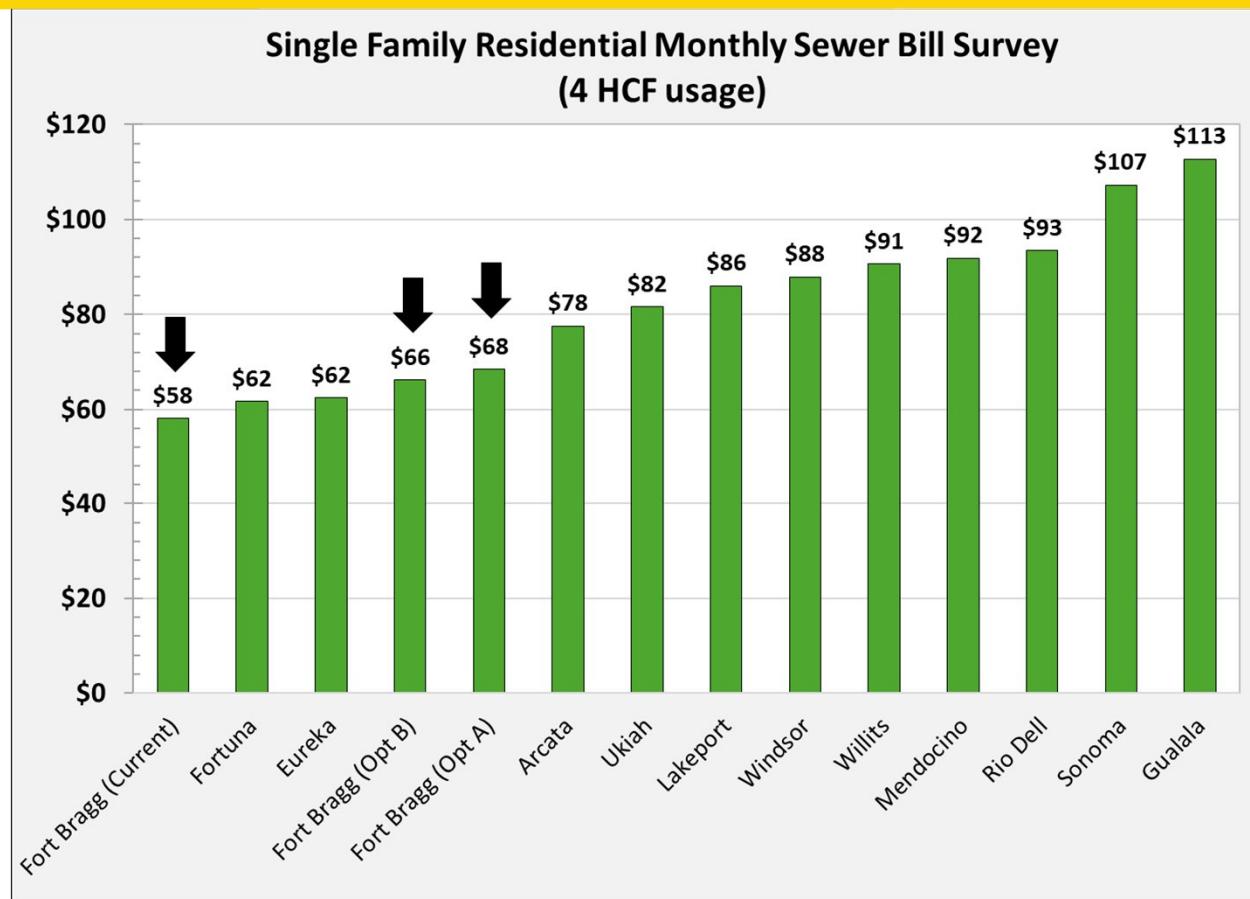
Proposed July 1, 2026

OPT A	Rate	Count	Charges
Fixed Fee	\$24.22	X 1	\$24.22
Flow Rate	\$11.05	X 2	\$22.10
TOTAL BILL			\$46.32
			+57.8%

OPT B	Rate	Count	Charges
Fixed Fee	\$14.47	X 1	\$14.47
Flow Rate	\$12.93	X 2	\$25.86
TOTAL BILL			\$40.33
			+37.4%

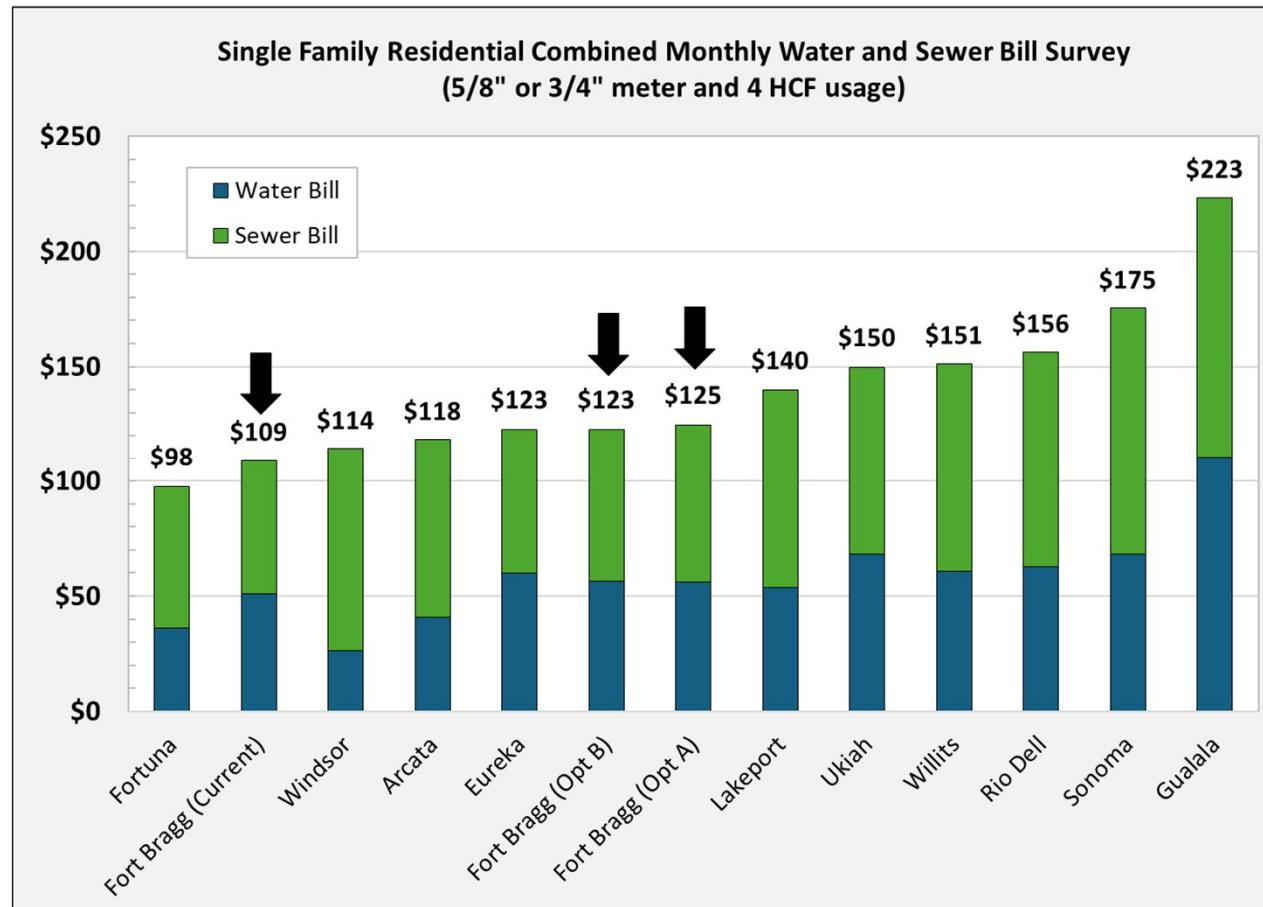


# Sewer Survey





# Water & Sewer Combined Survey





## Single Family Water & Sewer Bill Impacts

Single family residential customer with a 5/8" meter, 4 HCF monthly water use, and 4 HCF sewer flow

Current	July 1, 2026	July 1, 2027	Proposed July 1, 2028	July 1, 2029	July 1, 2030
Water OPT A \$50.82	\$56.12	\$63.33	\$70.70	\$78.23	\$86.01
Sewer OPT A \$58.13	\$68.42	\$76.65	\$85.87	\$96.16	\$107.68
Total Bill \$108.95	\$124.54	\$139.98	\$156.57	\$174.39	\$193.69
\$ Increase \$15.59	\$15.59	\$15.44	\$16.59	\$17.82	\$19.30
% Increase 14.3%	14.3%	12.4%	11.9%	11.4%	11.1%
Water OPT B \$50.82	\$56.45	\$60.97	\$65.85	\$71.11	\$76.80
Sewer OPT B \$58.13	\$66.19	\$74.13	\$83.04	\$93.02	\$104.18
Total Bill \$108.95	\$122.64	\$135.10	\$148.89	\$164.13	\$180.98
\$ Increase \$13.69	\$13.69	\$12.46	\$13.79	\$15.24	\$16.85
% Increase 12.6%	12.6%	10.2%	10.2%	10.2%	10.3%



## Sample Multi-Family Water & Sewer Bill Impacts

Multi-family residential customer with 69 units, a 6" meter, and 177 HCF monthly water use and sewer flow

	Current			Option A			Option B		
	Rate	Count	Total	Rate	Count	Total	Rate	Count	Total
<u>Water Bill</u>									
Fixed Charge - 6"	\$498.01	x 1	\$498.01	\$700.00	x 1	\$700.00	\$600.00	x 1	\$600.00
Variable Charge	\$6.01	x 177	\$1,063.77	\$5.28	x 177	\$934.56	\$7.74	x 177	\$1,369.98
Total Water Bill			\$1,561.78			\$1,634.56			\$1,969.98
<u>Sewer Bill</u>									
Fixed Fee	\$28.89	x 69	\$1,993.41	\$24.22	x 69	\$1,671.18	\$14.47	x 69	\$998.43
Flow Rate	\$3.28	x 177	\$580.56	\$11.05	x 177	\$1,955.85	\$12.93	x 177	\$2,288.61
Total Sewer Bill			\$2,573.97			\$3,627.03			\$3,287.04
Total Combined Bill			\$4,135.75			\$5,261.59			\$5,257.02
Bill per Unit			\$59.94			\$76.25			\$76.19



## Sample Mobile Home Water & Sewer Bill Impacts

Mobile residential customer with 46 units, a 4" meter, and 210 HCF monthly water use and sewer flow

	Current			Option A			Option B		
	Rate	Count	Total	Rate	Count	Total	Rate	Count	Total
<u>Water Bill</u>									
Fixed Charge - 4"	\$206.38	x 1	\$206.38	\$400.00	x 1	\$400.00	\$265.00	x 1	\$265.00
Variable Charge	\$6.01	x 210	\$1,262.10	\$5.28	x 210	\$1,108.80	\$7.74	x 210	\$1,625.40
Total Water Bill			\$1,468.48			\$1,508.80			\$1,890.40
<u>Sewer Bill</u>									
Fixed Fee	\$28.89	x 46	\$1,328.94	\$24.22	x 46	\$1,114.12	\$14.47	x 46	\$665.62
Flow Rate	\$0.23	x 210	\$48.30	\$11.05	x 210	\$2,320.50	\$12.93	x 210	\$2,715.30
Total Sewer Bill			\$1,377.24			\$3,434.62			\$3,380.92
Total Combined Bill			\$2,845.72			\$4,943.42			\$5,271.32
Bill per Unit			\$61.86			\$107.47			\$114.59



## Wrap Up

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- Please provide direction regarding the rate options or other proposed changes
- LTMC will finalize the rate recommendation, provide a final report, and request authorization to move forward with public outreach
- All ratepayers and property owners will be provided written notice of the proposed rate change 45 days in advance of a public hearing
- At the public hearing, residents may provide written and verbal comments. We will tally any protests received. Absent a majority protest, the City can adopt the rates.





# City of Fort Bragg

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

## Text File

File Number: 25-449

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8B.

Receive Report and Consider Adoption of Resolution Authorizing Contract Change Order No. 1 with WaterWorks Engineers for the Reservoir Project for Water Storage Resilience, Increasing the Total Contract Amount to \$909,641, and Approving Budget Amendment 2025/26-08 in the Amount of \$200,000



## CITY COUNCIL STAFF REPORT

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**TO:** City Council **DATE:** January 12, 2026

**DEPARTMENT:** Public Works

**PREPARED BY:** Chantell O'Neal, Assistant Director; Engineer

**PRESENTER:** Chantell O'Neal, Assistant Director; Engineer

**AGENDA TITLE:** Receive Report and Consider Adoption of Resolution Authorizing Contract Change Order No. 1 with WaterWorks Engineers for the Reservoir Project for Water Storage Resilience, Increasing the Total Contract Amount to \$909,641, and Approving Budget Amendment 2025/26-08 in the Amount of \$200,000

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### RECOMMENDATION

Staff recommends that the City Council:

1. Authorize Contract Change Order No. 1 with WaterWorks Engineers in the amount of \$204,256, increasing the total contract amount from \$705,385 to \$909,641; and
2. Approve Budget Amendment 2025/26-08 in the amount of \$200,000 to ensure adequate funding for anticipated project costs through FY 2025/26.

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### BACKGROUND

The Reservoir Project for Water Storage Resilience is a major capital initiative to design and construct three new raw-water storage reservoirs and associated infrastructure on City-owned property acquired in 2023. The project is essential to improving long-term water supply reliability and operational resilience.

On August 12, 2024, the City Council approved:

- **WaterWorks Engineers** – *Engineering Design Services*
  - **Original Contract:** \$705,385
  - **Scope:** Preliminary engineering, reservoir and pipeline design, hydraulic modeling, site layout, and coordination with environmental and geotechnical consultants.

- **Rincon Consultants** – *Environmental Review (CEQA/Permitting)*
  - **Original Contract:** \$540,182.86
  - **Current Contract** (approved amendments): \$579,786.86
  - **Scope:** CEQA analysis, biological studies, permitting support, and environmental coordination.
- **Mendocino Land Trust** – *Community Forest & Conservation Planning*
  - **Original Contract:** \$24,999
  - **Scope:** Preliminary conservation, restoration, and recreational planning for the Community Forest portion of the property.

As the project has advanced, several conditions have changed, requiring additional engineering, environmental, and planning work.

## DISCUSSION AND ANALYSIS

### WaterWorks Engineers – Contract Change Order No. 1

WaterWorks Engineers submitted a revised scope and fee request totaling **\$204,256**, increasing the total contract amount to:

$$705,385 + 204,256 = \boxed{909,641}$$

This represents a 29% increase over the original contract amount. Under Fort Bragg Municipal Code §3.20.060 G, any amendment that increases a contract by more than 10% requires City Council authorization. This amendment exceeds that threshold and must be approved by Council.

### Drivers of the Cost Increase

The revised scope (attachment 2) reflects substantial changes in project assumptions and requirements, including:

- Relocation of reservoir sites farther east toward Highway 20, requiring
  - 10,500 additional linear feet of pipeline design
  - 23 additional plan/profile and hydraulic sheets
- Expanded survey and geotechnical coordination
- Additional electrical and instrumentation design, including solar systems and security cameras

- Culvert hydraulic modeling
- Revisions to the caretaker ADU and storage building layout, including structural design for a pre-engineered steel building
- Additional project management and schedule extensions
- Two additional drafts of the Preliminary Engineering Report

Staff has reviewed the revised scope and finds the additional work necessary to advance the project to 30% design.

### **Additional Consultant Costs Requiring Budget Adjustment**

To avoid returning to Council multiple times this fiscal year, staff recommends consolidating all known and anticipated costs into a single budget amendment.

#### **1. Mendocino Land Trust – Contract Correction**

The Mendocino Land Trust PSA (**\$24,999**) was inadvertently charged to the Raw Water Line project and must be reassigned to the Reservoir Project.

#### **2. Rincon Consultants – Tree Inventory**

WaterWorks Engineers requested a detailed tree inventory to support design. Rincon's proposal totals **\$13,512**.

#### **3. Annexation of the Reservoir Property**

Annexation into City limits is required for long-term management and permitting. Based on Mendocino LAFCO's fee structure and associated BOE/CEQA costs, staff estimates **\$10,000**.

### **FISCAL IMPACT/FUNDING SOURCE**

The current project budget for FY 2025/26 is **\$1,400,000**.

As of December 2025:

- **YTD Encumbrances:** \$1,116,598.99
- **Prior-Year Encumbrances:** \$206,218.75
- **Total Encumbered to Date:** \$1,322,817.74
- **Remaining Budget:** \$77,182.26

## Additional Costs This Fiscal Year

Item	Amount
WaterWorks Engineers – CCO #1	\$204,256
Mendocino Land Trust	\$24,999
Rincon Tree Inventory	\$13,512
LAFCO Annexation	\$10,000
<b>Total Additional Costs</b>	<b>\$252,767</b>

## Budget Shortfall

$$252,767 - 77,182.26 = 175,584.74$$

To ensure adequate funding and provide a modest contingency buffer, staff recommends a **budget amendment of \$200,000**.

Sufficient funds are available in the Water Enterprise Fund.

## ENVIRONMENTAL ANALYSIS:

This action — approval of a contract amendment for engineering design services and a budget amendment — is **exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines §15262 (Feasibility and Planning Studies)**.

The WaterWorks contract amendment and the associated budget adjustment support **planning-level engineering, design refinement, and technical studies only**. These activities do they authorize or approve construction.

Separately, the **full CEQA environmental review for the Reservoir Project is already underway** under the City's existing contract with Rincon Consultants. That environmental analysis will evaluate the potential impacts of the proposed reservoir construction and will be brought forward for Council consideration under a future action.

## STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

This project supports:

- **Goal 2:** Implement Resilient Infrastructure and Encourage Environmental Stewardship
- **Goal 4:** Enhance Public Spaces, Promote Recreation, and Cultivate Civic Pride
- **General Plan – Public Facilities Element:** Ensure reliable public services and long-term water supply resilience

**ALTERNATIVES:**

1. Do not approve the WaterWorks contract amendment. This would halt progress on the reservoir design and jeopardize the project schedule.
2. Approve the contract amendment but not the budget amendment. This would result in insufficient funding to complete required work this fiscal year.
3. Provide direction to staff.

**ATTACHMENTS:**

1. Resolution
2. Exhibit A- Budget Amendment
3. Exhibit B - WaterWorks Engineers – Revised Scope and Fee

**NOTIFICATION:**

Waterworks

**RESOLUTION NO. \_\_\_\_-2026**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING CONTRACT  
CHANGE ORDER NO. 1 WITH WATERWORKS ENGINEERS FOR THE RESERVOIR  
PROJECT FOR WATER STORAGE RESILIENCE, INCREASING THE TOTAL  
CONTRACT AMOUNT TO \$909,641, AND APPROVING BUDGET AMENDMENT  
2025/26-08 IN THE AMOUNT OF \$200,000**

**WHEREAS**, the City of Fort Bragg is implementing the Reservoir Project for Water Storage Resilience to improve long-term water supply reliability and operational resilience; and

**WHEREAS**, on August 12, 2024, the City Council approved a Professional Services Agreement with WaterWorks Engineers in the amount of \$705,385 for engineering design services; and

**WHEREAS**, WaterWorks Engineers has submitted a revised scope of work (Exhibit B) requiring an additional \$204,256, increasing the total contract amount to \$909,641; and

**WHEREAS**, Fort Bragg Municipal Code §3.20.060 G requires City Council authorization for contract amendments that increase the total contract amount by more than ten percent (10%), and this amendment exceeds that threshold; and

**WHEREAS**, the contract amendment and budget amendment support planning-level engineering and design work that is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines §15262 (Feasibility and Planning Studies); and

**WHEREAS**, the City has separately initiated full CEQA environmental review for the Reservoir Project through its existing contract with Rincon Consultants, and that environmental analysis will be presented to the City Council under a future action; and

**WHEREAS**, additional project costs are anticipated this fiscal year, including these increased design costs from Waterworks, Mendocino Land Trust services, a tree inventory by Rincon Consultants, and annexation fees; and

**WHEREAS**, the current project budget is insufficient to cover these costs, and a one-time budget amendment is necessary to support continued progress on the project; and

**WHEREAS**, sufficient funds are available in the Water Enterprise Fund.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg hereby authorizes Contract Change Order No. 1 with WaterWorks Engineers in the amount of \$204,256, increasing the total contract amount to \$909,641.

**BE IT FURTHER RESOLVED** that the City Council hereby approves Budget Amendment 2025/26-08 in the amount of \$200,000, attached hereto as Exhibit A.

**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 12th day of January, 2026, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

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**Jason Godeke  
Mayor**

**ATTEST:**

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**Diana Paoli  
City Clerk**



January 5, 2026

This letter summarizes the proposed scope to complete the project using the project defined in the Preliminary Engineering Report (PER).

Known Project Changes Since Proposal

- Add culvert sizing.
- Modify reservoir locations FROM original scope assumed location adjacent to Summers Lane Reservoir TO City desired location in middle of City parcel, which results in:
  - Added survey, geotechnical work, and design of additional 10,500 length feet of pipe.
  - Design to assumes an additional 23 sheets consisting of additional plan and profile sheets, additional hydraulic profile sheet, and additional tie in detail sheets.
  - City confirmed that the existing dirt OHV access roads are sufficient for reservoir compound access. No improvements are included for the existing access roads.
- Add dedicated inlet and outlet pipeline that will each need to be tied into the existing piping at separate locations. This results in an additional tie in, and more detailed tie in parameters associated with working in the reservoir embankment.
- Add gravel road over proposed reservoir pipelines
- Add pipeline tie-in to be upstream of the Summers Lane Reservoir.
  - Add an encroachment permit for Summers Lane
- Add solar system including batteries and shed at the reservoirs to provide power.
- Add solar mixers for reservoirs instead of shade balls
- Add the capability to operate the reservoirs in series, parallel, and individually.
  - This requires in additional valves and piping to be able to manually control reservoir
- Add security cameras to the reservoir area and storage building.
- Grading permit through County of Mendocino for reservoirs to be done by City.
- C.3 stormwater permitting through County of Mendocino for improvements to be done by City.
- County of Mendocino exemption for permitting of the parking lot bathrooms to be done by City.
- Modify Caretaker building location FROM original scope assumed location within reservoir compound TO City desired location for Accessory Dwelling Unit (ADU) adjacent Summers Lane Reservoir.
- Remove design of Caretaker building and replace with City provide stamped and signed ADU drawings (this is a credit for the design of the Caretaker building). Although this is a credit, it still requires the following additional design efforts:
  - Submit City provided stamped and signed ADU drawings for County of Mendocino building permit.
    - Required edits/revisions resultant from County of Mendocino building permit review process shall be revised by City and provided to WWE for resubmittal / incorporation into final site plan.
  - Add Survey to support City indicated new ADU location
  - City will investigate and make all necessary site improvements to ADU site water source and septic tank systems. Existing and/or City improved ADU site water and septic tank will be incorporated into final site plan.
  - No driveway improvements to the fenced caretaker unit are included.

- City will investigate and make all necessary site improvements for ADU and storage building electrical systems. Existing and/or City improved ADU and storage building electrical systems will be incorporated into final site plan.
- Add chain link fence with non-motorized swing gate to ADU site improvements.
- Modify storage unit location from scope assumed location within reservoir compound TO within fenced area for ADU.
  - Increase storage unit size to accommodate storage of two motor vehicles.
  - Modify storage unit from assumed 40' self contained storage container to a pre-engineered steel building (two car garage)
  - Update structural design of concrete pad to accommodate new pre-engineered steel building.
  - Add performance specification for pre-engineered steel building
    - Design shall require Contractor to obtain building permit for selected steel building in conformance with the performance specification.
  - Steel building will not include climate control.
- Modify project schedule to allow for geotechnical work to occur in 2025 in lieu of 2024.
- Modify project schedule to allow for survey work to occur in 2026 in lieu of 2024.
- Add project management time consistent with updated project schedule.
- City separate environmental consultant shall investigate and provide to WWE size and type of all trees for incorporation into the final site plans. Tree size and types will be provided in CAD format.
- Add grading of entire existing disturbed area (old Caltrans stockpile area) and associated C.3 permitting
- No second caretaker unit is included.
- Add two additional drafts of PER.
- No changes to the Summers Lane Reservoir, existing piping, or to the pumps are included except for the pipeline tie-ins shown in the PER.
- Adds assistance with environmental permitting for geotechnical work.
- Remove survey from Noyo River crossing task and culvert task. (This is a credit)
- Rincon had additional coordination with CDFW beyond what was assumed in the original scope and the project timeline was extended requiring more coordination and project management time.

A summary of the cost changes for the additional scope items are shown in the table below.

<b>Credits</b>	<b>Amount</b>
Removed Survey from optional tasks including markup	-\$24,200
City provided stamped ADU plans to be incorporated into plans	-\$5,000
	<i>Subtotal</i> -\$29,200
<b>Additional Effort</b>	<b>Amount</b>
Additional drawing sheets for pipeline , hydraulic profile, tie-in, and P&ID (23 sheets)	\$135,056
Additional electrical and instrumentation design	\$4,000
Hydraulic modeling for culvert	\$30,500
Additional surveying	\$33,000
Additional project management time due to lengthening of schedule	\$2,500
Rate increase due to delay in schedule	\$24,000

Additional culvert task effort for Rincon including markup	\$4,400
<i>Subtotal</i>	\$233,456
<b>Total of Credits and Additional Effort</b>	<b>\$204,256</b>

The current contract is for \$705,385. An additional \$204,256 is being requested for the change in scope. The total amount of the current contract and the additional requested work is \$909,641.

## SCHEDULE

Assuming notice to proceed for this scope of work is issued by the City, the survey will be completed within 70 business days. The 30 percent design will be completed 60 business days after receiving the survey. 30% design will be delivered four months after the geotechnical field work has been approved to commence.

## SCOPE

### **Task 1 Meetings and Project Management**

ENGINEER will monitor and track the project budget and schedule to ensure that all deadlines are met and that the project budget is not exceeded. ENGINEER will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. ENGINEER will also monitor progress and coordinate the activities being performed by all sub-consultants associated with the project and submit monthly invoices to the CLIENT. The following will be performed under this subtask:

- 1) Project Communication and Control
  - a) Coordination of all project team activities
  - b) Communication of project progress and issues to CLIENT staff
  - c) Project schedule maintenance and control of project tasks to keep project schedule on track
  - d) Cost tracking of all engineering activities and active cost control of fees
- 2) Quality Assurance/Quality Control
  - a) Implement Quality Assurance/ Quality Control Policy
- 3) Kickoff Meeting (virtual)

<b>Meetings</b>	<ul style="list-style-type: none"> <li>• Kickoff Meeting (virtual)</li> <li>• Monthly progress meetings (virtual)</li> <li>• Design review meetings are included in other tasks</li> <li>• Jurisdictional Agency Coordination in other tasks</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• Agenda, meeting notes (within 5 business days), and design log for each meeting</li> <li>• Monthly reports and invoices (by email)</li> </ul>

### **Task 2 Preliminary Engineering Report (COMPLETE)**

Develop and submit a preliminary engineering report (PER) with sufficient information to complete environmental documentation and initiate detailed design. At a minimum, the PER will include the following items. Our subconsultant, HLS, will provide the caretaker's unit layout.

- 1) Recommend a preferred site layout, with emphasis on biological and preliminary geotechnical evaluations. Designate proposed areas for development, conservation, and mitigation.
- 2) Provide reservoir site plan, and profile – complete with site access, parking, utilities, fencing, and drainage information.
- 3) Provide a project description sufficient to support the project environmental documentation for CEQA/

NEPA.

- 4) Summarize primary design elements.
- 5) Summarize permits required for the Project and include a workflow and schedule to obtain the permits. Permits will be coordinated with the City's environmental firm.
- 6) Prepare construction cost estimates for the proposed reservoirs and site layout and develop innovative solutions to minimize cost impacts.
- 7) Identify construction access and potential equipment and material lay-down areas.
- 8) Prepare an anticipated schedule for construction, including the number of working days, phasing, and potential mitigations related to environmental seasonality.

<b>Meetings</b>	<ul style="list-style-type: none"><li>• Preliminary Engineering Report Review meeting, (virtual)</li></ul>
<b>Deliverables</b>	<ul style="list-style-type: none"><li>• Preliminary Engineering Report, <u>two</u> drafts and final, PDF</li><li>• Agenda, meeting notes, and design log</li></ul>

### Task 3 Survey

Our subconsultant, SHN will provide surveying. A fixed wing LiDAR flight will collect high density data resulting in a Civil 3D drawing with a one foot contour interval in the forested area. This will include the following information.

1. Proposed Reservoir area - ~30 acres forested lands with the focus of the survey on the area of the disturbance of the proposed reservoirs and the 50 foot wide area of the pipeline route from the Summers Lane reservoir to the new reservoirs.
2. Conventional surveys will be conducted as allowed along the proposed pipeline route and the area of disturbance around the proposed reservoirs to increase accuracy.
3. Additional surveys will be done at the caretaker and storage building lot (conservative estimate 20,000 square feet) and the trailhead parking lot to the edge of the forested area focused on the proposed location of a toilet structure.
4. CAD files will be delivered in Civil 3D .DWG format in a 40 scale drawing with one foot contours as well as .PDF files. The data will be on NAD83 CCS zone II Epoch 2010 and NAVD 88 as determined by a static GPS survey. Existing horizontal and vertical survey control records provided by the client will be tied into.
5. Identify all affected easements, facilities, and record property boundaries based on public records and field observations. No boundary determination will be made as part of this contract, as such the location of the easements are entirely based on record data.
6. Locate and identify all visible above-grade features and obstructions to the proposed piping, as well as any marked, below-grade utilities.
7. We understand that some areas will be off limits to trimming of limbs and therefore some areas will not be able to be conventionally surveyed. Areas of dense vegetation will be identified on the drawing.

<b>Meetings</b>	<ul style="list-style-type: none"><li>• None</li></ul>
<b>Deliverables</b>	<ul style="list-style-type: none"><li><del>• Survey data: Raw data points and processed data</del></li><li>• Topographic/existing conditions maps, PDF and digital format</li></ul>

## Task 4 Geotechnical

Our subconsultant, BAJADA will assist with the geotechnical work for the following scope.

### Pre-Exploration

Prior to subsurface exploration, BAJADA will mark proposed drill hole locations and will contact Underground Service Alert (USA) to assist in identifying potential buried utility conflicts.

BAJADA will obtain necessary drilling permits from Mendocino County Environmental Health. Because the reservoirs and improvements potentially cover multiple parcels and a permit is required for each parcel explored, we have assumed that exploration will occur on three parcels.

The project site is moderately to heavily wooded and vegetated. Few roads project through the study area. We have assumed that access to exploration locations will need to be established and have included two days of equipment time to establish that access.

### Subsurface Exploration

We propose exploring the site using exploratory drill holes. Locations of those drill holes cannot be identified until the siting of the proposed reservoirs, caretaker's unit, and storage building have been identified.

Drilling will be performed using a track-mounted drill rig as follows:

PROPOSED DRILLING SCHEDULE			
Location	Number of Drill Holes	Maximum Drill Hole Depths	Drilling Method
Reservoir Sites	3 (per reservoir)	35 to 50	Rotary-wash
Associated Pipeline Alignment(s) <sup>1</sup>	4	10 to 15	Hollow- or solid-stem
Caretaker's Unit	2	25	Hollow- or solid-stem
Shop Building	2	25	Hollow- or solid-stem
Parking Lot	2	5	Hollow- or solid-stem

Sampling will be performed at about 5-foot depth increments using a California modified split spoon (CM) or Standard Penetration Test (SPT) sampler. Rock is not anticipated to be encountered during drilling. CM and SPT samplers will be driven using a 140-pound auto trip hammer in accordance with standard test method ASTM D1586-11. SPT samples will be collected in sample bags, labeled, and transported to our laboratory for testing. California modified split-spoon samples will be collected in 2.5-inch diameter by 6-inch-long brass or stainless-steel sleeves. Those sleeves will be capped, labeled, and transported to our office for assignment of laboratory testing.

BAJADA personnel will log the soils exposed in the explorations, and will obtain samples for visual examination, classification, and laboratory testing. Logging of soils will be performed using the Unified Soil Classification System (USCS). We will estimate exploration locations using a compass and tape measure from known geographic control points on the property and using a handheld Global Position System (GPS) receiver. All drill holes will be backfilled to the ground surface with cement grout. Cuttings from drilling operations will be dispersed on site.

### Laboratory Testing

Soil samples will be delivered to a laboratory for testing. It is anticipated that the following laboratory tests will be performed during this study:

ANTICIPATED LABORATORY TESTING SCHEDULE		
Test	Standard Test Method	Number of Tests
In-Situ Moisture Density	ASTM D2937	60
Atterberg Limits	ASTM D4318	2
Grain-Size Distribution	ASTM D422	6
Direct Shear	ASTM D3080	4
Unconfined Compression	ASTM D7012	4
Consolidation	ASTM D2435	1
Max. Dry Density/Opt. Moisture Content	ASTM D1557	2
R-Value	Cal 301	1
Soil Chemistry (Corrosivity)	AASHTO T290/291	4

The actual types and numbers of tests that will be performed will be determined after the field exploration has been performed.

### **Geotechnical Analysis**

Upon completion of the above-noted tasks, we will perform geotechnical evaluations for the project. Those evaluations will include the following:

- Geologic hazards that could impact the project.
- Subsurface soil profiles at the reservoir sites.
- Depth to groundwater, where encountered.
- Excavatability of the on-site soils.
- Estimate of shear wave velocity ( $V_{S30}$ ) based on encountered soil types and consistencies.
- Slope stability of proposed internal and external reservoir slopes under static and dynamic (earthquake) loading conditions.
- Liquefaction potential.
- Anticipated total and differential settlement values beneath the proposed caretaker's unit and storage building.
- Static and dynamic lateral earth pressures for buried structures.
- Modulus of soil reaction ( $E'$ ) values for earth materials composing the pipeline trench sidewalls and backfill materials.
- Evaluation of potential for expansive soil influence on foundations and improvements.
- Evaluation of potential for site soils to be corrosive to buried concrete and steel.
- Allowable bearing capacities, friction coefficients, passive pressures, etc.
- 2022 CBC seismic design parameters; and
- Structural pavement sections for the proposed parking lot.

Slope stability evaluations will be performed using the computer program SLIDE2 developed by Rocscience.

### **Geotechnical Reporting**

Results of the field investigation, laboratory tests, and engineering analyses will be summarized and concluded in a geotechnical report specific. That report that will contain, at a minimum, the following:

- A description of the proposed project including a site plan showing the approximate location of the explorations advanced for this study.

- A description of selected, existing, available data collected, reviewed, and utilized during this study.
- A discussion regarding geologic hazards that could impact the project site, including liquefaction.
- A description of the site surface and subsurface conditions encountered at the time of our field investigation.
- A geologic map showing the distribution of earth materials across the project site.
- Geologic cross sections prepared across selected portions of the site depicting subsurface soil and groundwater conditions encountered during this study.
- Findings, conclusions and recommendations regarding slope stability at the site.
- Estimates of total and differential settlement that could impact the proposed structures, including mitigation measures to reduce those settlement values to tolerable thresholds, when necessary.
- 2022 CBC seismic design parameters.
- Recommendations related to geotechnical aspects of:
  - ✓ Site grading and drainage, including compaction criteria and potential reuse of on-site soils as select backfill materials.
  - ✓ Cut and fill slope inclinations.
  - ✓ Allowable bearing capacities for structure foundations.
  - ✓ Allowable passive pressures for foundations, thrust blocks, and piers.
  - ✓ Lateral earth pressures (active, at-rest, and passive) under static and dynamic conditions for buried structures.
  - ✓ Coefficients of friction for soil materials.
  - ✓ Recommendations for pipeline backfill and compaction; and
  - ✓ Recommendations for temporary excavations and shoring.
- An appendix presenting a summary of the field investigation including exploration logs denoting sampling intervals and laboratory test results.
- An appendix presenting the results of our laboratory testing.

**Optional Task – Groundwater Monitoring (not currently included)**

~~This optional task that could be added consists of the construction of a monitoring well within each proposed reservoir so that the depth of groundwater can be recorded over time. Shallow groundwater is known to be present in the project area at depths that could influence construction of the project. It is anticipated that this information is important to project design and that contractors could utilize those data in preparing their bids for the project. In addition, the monitoring and reporting of groundwater depths can help reduce the potential for changed conditions construction claims.~~

~~Permits will be obtained for constructing the monitoring wells. The proposed monitoring wells will be constructed using 2-inch diameter slotted and solid PVC pipe for the entire depth of the three drill holes. The wells will be protected using a locking stovepipe type well protector. A HOBO groundwater datalogger will be inserted into each of the wells to monitor groundwater depths at regularly programmed time intervals. Those data will be downloaded after one year of logging and reported in a technical memorandum.~~

**Task 5 Environmental/CEQA Compliance Coordination**

The Water Works team will coordinate with the City and environmental consultant on the CEQA compliance work being completed as part of a separate City project.

**Task 6 Design**

The design includes the following items.

- Three 45 acre foot reservoirs for raw water storage

- Earthwork will not be balanced
- One solar mixer per each reservoir ~~Shade balls are assumed for the cover~~
- Non-motorized ~~gates or~~ valves
- Level transmitters in each reservoir
- SCADA monitoring only control system
- SCADA communications system including cellular modem or radio system. Radio assumed operable at project site with 30-foot antenna
- Outdoor electrical equipment stanchion with receptacle and light
- Security camera at each reservoir gate
- Solar systems with batteries
- Small sheds for housing electrical equipment at reservoir
- Access for firefighting aircraft to siphon water from the reservoir
- Caretaker's unit with waste disposal and potable water service from City ~~will the following assumptions~~
  - ADU design from City that will need to be permitted with the County.
  - No modifications to the existing well are included.
  - No modifications to the existing electrical service are included. No electrical design included.
  - No modifications to the existing septic tank and leach field are included.
- Storage unit
  - 24 x 24 pre-engineered steel building that is permitted by the contractor during construction
  - Concrete pad for building with structural calculations
- Fenced paved parking lot with manual gates and ~~pit~~two vault toilets per City provided plans
- 12,000 length feet of PVCC900 pressure pipe including an inlet pipe, outlet pipe, and reservoir piping
- Gravel road over pipelines

### **30% Design Submittal**

Based on the preliminary engineering report, 30% drawings will be created for review by the City. ~~The filing items will be confirmed.~~

1. Avoidance of special status species
2. Earthwork ~~balance~~import/export estimates
3. IntakeInlet/Outlet design from new reservoirs to conveyance piping
4. Conveyance pipelinesing
5. Site access, security, and drainage
6. BMPs
7. Minimizing construction cost
8. Minimizing maintenance issues

The drawings will include the site layout, civil improvements, and pipeline alignments.

<b>Meetings</b>	<ul style="list-style-type: none"> <li>● 30% Design Review Meeting (virtual)</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>● 30% Design Drawings (22x34), 4 copies, pdf</li> <li>● Cost Opinion, pdf</li> <li>● Meeting agenda and notes</li> </ul>

### **60% Design Submittal**

ENGINEER will prepare the necessary contract documents (construction plans, typical details, specifications, and cost estimates) for the project based on the design criteria and recommendations included in the 30% Design. The City's standard front end will be used. The preparation of contract documents will be completed in three submittals: 60%, 90% and 100% Documents. Prior to each submittal, the work product will be reviewed through ENGINEER's QA/QC process and, upon submittal to the CLIENT, will have been reviewed and revised in accordance with the QA/QC plan. Submittal of the 60% and 90% review documents will occur at Project Review Workshops with the entire project team. The contents of the submittal will be presented to CLIENT to familiarize the group with the information being submitted and the design thought process behind the work. Following the Project Review Workshop, the CLIENT will have a 2-week review period to provide any additional comments which were not brought forward in the Project Review Workshop.

The 60% design submittal will communicate to the CLIENT the project design so that meaningful discussion can take place and the core project decisions can be made as a group. ENGINEER will use a combination of design drawings, manufacturers' information and other communication tools to allow the CLIENT an opportunity for significant input into the design process. The following deliverables will be provided by ENGINEER with this submittal:

- 1) Drawings:
  - a) Civil design including reservoir compound, secondary caretaker's unit, and access road
  - b) Pipeline Plan and Profiles
  - b) Pipeline tie in details
  - ~~c)~~
  - d) Hydraulic Profiles
  - e) Electrical and instrumentation design
  - f) Fencing
  - g) Demolition. Timber harvest plan is assumed to be part of the City's separate scope.
  - h) Erosion Control BMPs
- 2) Technical Specifications Outline
- 3) Construction Cost Opinion

<b>Meetings</b>	<ul style="list-style-type: none"><li>• 60% Design Review Meeting (virtual)</li></ul>
<b>Deliverables</b>	<ul style="list-style-type: none"><li>• 60% Design Drawings (22x34), pdf, 3 copies</li><li>• Technical Specifications outline, pdf, 3 copies</li><li>• Cost Opinion, pdf, 3 copies</li><li>• Meeting agenda and notes</li></ul>

### **90% Design Submittal**

The 90% Design Submittal will be a complete project package, with all design drawings, details and specifications completed. The period between 90% and 100% should solely be dedicated to minor inter-disciplinary coordination and final QA/QC checking of all documents.

<b>Meetings</b>	<ul style="list-style-type: none"><li>• 90% Design Review Meeting (virtual)</li></ul>
<b>Deliverables</b>	<ul style="list-style-type: none"><li>• 90% Design Drawings (22x34), pdf, 3 copies</li><li>• Specifications, pdf, 3 copies</li><li>• Cost Opinion, pdf, 3 copies</li><li>• Meeting agenda and notes</li></ul>

	<ul style="list-style-type: none"> <li>• Final Geotechnical Report, pdf</li> </ul>
--	--

### **100% Design Submittal**

100% Documents will be prepared. Comments provided by the CLIENT at the 90% design stage or QA/QC comments generated by ENGINEER's QA/QC review team will be addressed and the project set will be completed.

A SWPPP will be created for the project site.

<b>Meetings</b>	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• 100% Design Drawings (22x34) pdf, 1 wet signed copy, pdf</li> <li>• 100% Specifications, 1 wet signed copy, pdf</li> <li>• Cost Opinion, pdf</li> </ul>

### **Task 7 Project Schedule and Permitting**

#### Schedule

The project schedule will be updated at key milestones. The construction schedule will include post-construction activities.

#### Permitting

The anticipated permits are listed below. The City is to pay all permit fees and service application fees.

#### SWPPP

A SWPPP will be created for the project site.

#### Mendocino County Permitting by Water Works Engineers

The following permits are expected from Mendocino County during design. Permitting assumes only one submission and one comment response is needed to obtain each permit.

- Structural calculations for storage building concrete pad
- Building permit for City provided ADU plans
  - Required edits/revisions resultant from County of Mendocino building permit review process shall be revised by City and provided to WWE for resubmittal / incorporation into final site plan.

#### Mendocino County Permitting by City

- Encroachment permit for pipeline
- Grading permit including low-impact design
- Permit exemption for parking lot toilets
- 
- The onsite wastewater treatment system (OWTS) permit through the Local Agency Management Plan (LAMP) from the county will be obtained for the caretaker's unit and parking lot bathroom.
- Building permit for the caretaker's unit and storage building

~~Our subconsultant, HLS, will assist with the caretaker's unit permitting.~~

#### Timberland Harvest Permit

~~The timberland harvest permit as part of the City's separate environmental scope.~~

#### Division of Drinking Water

Coordination with Division of Drinking Water is not required because it is a raw water project.

#### **Task 8 Bidding Assistance**

- 1) Attend a pre-bid meeting hosted by the City for prospective bidders and/or contractors and be available to answer questions.
- 2) Review and prepare written responses addressing technical questions submitted by the prospective bidders during the bid phase for inclusion in the bid addenda. Assumes 8 hours of assistance.

#### **Task 9 Quality Control/Quality Assurance**

All submittals (plans, calculations, reports, and associated documents) will adhere to a City approved quality assurance/quality control (QA/QC) program. The deliverables will be reviewed internally before submission to the City.

#### **Alternate 1-Task 10 – Noyo River Crossing Lining or Replacement**

This is assumed to be a standalone task that would be added to the main project. To minimize cost, it is assumed that the existing Noyo River Crossing pipeline may be lined. There are several lining options including performing Pressure Cured-in-Place-Pipe (CIPP), slip lining with HDPE, or using a liner product like Primus Line. The options will be compared to determine the most feasible and cost-effective option. Items to be addressed are ensuring the lining can go through the existing 45° elbows, restraining the pipe, and ensuring the lined pipeline meets the City's desired pressure rating. ~~Our subconsultant, HLS, will provide survey for this task.~~

#### **Task 11 Alternate 2 – Culvert Replacement for Segment 2**

##### Culvert Sizing

~~This is assumed to be a standalone task that would be added to the main project.~~ Drawings and specifications will be created for replacing five culverts.

~~The City will provide CAD files for the raw waterline to be able to locate the culvert locations. Publicly available USGS elevation data will be used to delineate catchment areas for each culvert. The size of the culverts will be based on information provided by the City. No hydraulic modeling of the watershed is included. A rational method calculation,  $Q=CiA$ , will be used to calculate the peak flow for each culvert. This assumes that the catchment area does not exceed recommended rational method area limitations.~~

##### Impact Minimization

Our subconsultant, Rincon will assist with the design to ensure that the construction and development of culverts prevent or minimize impacts on hydraulic conditions and effects on aquatic habitats that can block fish from migrating to upstream habitats. Rincon will describe general culvert design and criteria for the identification of

conceptual-level passage components that would provide upstream and downstream volitional passage for California Coastal Chinook salmon, Northern California steelhead, and California Coast coho salmon. Rincon will briefly describe each species' migration timing and aquatic habitat requirements based on available literature. The description will be used to support the culvert replacements for Segment 2 of the Raw Water Line Replacement Project as part of the feasibility of fish passage assessment. ~~Our subconsultant, will provide survey for this task.~~

#### Assumptions

- 1) ~~Once the The requirements to be met for the grant funding are known, additional will task orders may be needed to meet the new requirements. be provided by the City at notice to proceed.~~
- 2) Project must be compliant with By America and America Iron and Steel.
- 3) The timberland harvest permitting is covered under the City's separate environmental project.
- 4) The ~~reservoir~~ security is assumed to be provided with manual gates ~~and no cameras~~.
- 5) The reservoir gate operators are assumed to be manual.
- 6) The scope does not include hydraulic or habitat simulation modeling, or technical studies to provide biological objectives.
- 7) Current fish barrier databases are not comprehensive and may not include all fish barriers in the project areas.
- 8) Fish passage analyses will be conducted by qualified fish biologists and will be based on regulatory fish passage criteria. These analyses should only be used as a planning tool.
- 9) The scope does not include monitoring plans and obtaining permits needed for culvert construction.
- 10) Assumes the pipelines ~~is are~~ ~~12,000~~~~1,500~~ feet or less.
- 11) Assumes that we will be allowed access to the site during normal working hours.
- 12) City of Fort Bragg to provide written permission from the property owners for access and entry onto private property.
- 13) City of Fort Bragg to provide current title reports of the subject properties.
- 14) Filing/recording any Records of Survey or Corner Records is excluded from the Proposed Compensation portion of this proposal.
- 15) No property corners will be set as part of this survey.
- 16) A record, best-fit boundary will be used, the boundary will be calculated from record maps and adjusted to a minimal number of survey monuments located in the field.
- 17) Plotting of any existing easements within the project area is excluded from this proposal.

18) The City of Fort Bragg shall be responsible for notifying property owners in advance for any activity that is to take place near their properties that lie outside the public Right-of-Way.

19) No electrical or hazardous material permit will be required for the solar system.

20) No modifications to existing facilities including the Summers Lane reservoir, pipelines, and pumping systems are included except for the pipeline tie-ins showed in the PER.

21) Comments on deliverables will be received within 10 business days of deliverable in one combined package.

22) No water quality modeling is included.

23) No analysis of water rights is included.

24) No hydraulic modeling is included. Pipeline sizes are based on flowrates provided by the City.

18)25) No encroachment permit is included for the geotechnical work.

26) No easement will be obtained to cross the leased parcel within the City's property.

27) No boundary survey will be performed.

28) Where conventional survey area needs some trimming, then it will be kept to a minimum will be allowed.

29) Individual trees will not be located.

19)-

Water Works Engineers Fee Estimate

Client City of Fort Bragg  
Project Fort Bragg Reservoir Project for Water Storage Resilience  
Date 12/1/2025



Year	Hours and Fee																							
	Subtask 1		Subtask 2		Subtask 3		Subtask 4		Subtask 5		Subtask 6		Subtask 7		Subtask 8		Subtask 9		Subtask 10		Subtask 11			
	2026		2024		2026		2025		2026		2026		2026		2027		2026		2025		2026			
Water Works Engineers	Meetings and Project Management	Preliminary Engineering Report		Survey		Geotechnical		Environmental/CEQA Compliance Coordination		Design		Project Schedule and Permitting		Bidding Assistance		Quality Control/Quality Assurance		Noyo River Crossing		Culvert Replacement				
Classification	2024	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	
Title		Hourly Rate																						
E5	Todd Kotey, PE	\$272	8	\$2,309	8	\$2,176				90	\$25,971	6	\$1,731			76	\$21,931	8	\$2,241	16	\$4,617			
E4	Cindy Bertsch, PE	\$235	70	\$17,452	43	\$10,105	10	\$2,493	8	\$1,936	40	\$9,972	180	\$44,876	42	\$10,471	20	\$5,136	32	\$7,746	60	\$14,959		
E3	Jon Roy, PE	\$203			61	\$12,383				30	\$6,461	260	\$55,994	16	\$3,446	32	\$7,098			32	\$6,691	80	\$17,229	
E3	Himai Mehere, PE	\$203										80	\$17,229	18	\$3,877					40	\$8,364			
E3	Tim Lewis, PE	\$203								20	\$3,819	204	\$38,956	50	\$9,548					40	\$7,416	116	\$22,152	
E2	Associate Engineer	\$180			36	\$6,480						160	\$24,952							40	\$6,716	40	\$6,917	
E1	Staff Engineer	\$147			40	\$5,880						350	\$60,524							60	\$8,281	60	\$8,530	
T3	Senior Designer	\$163			40	\$6,520						320	\$45,491											
T2	Designer/Sr. Technician	\$134																						
AA	Administrative	\$83	18	\$1,585																				
Expenses																								
Expenses																								
E&I-Frisch																								
Geotechnical-Bajada																								
SWPPP																								
SHN-Survey																								
Fisheries-Rincon																								
Subconsultant/Expense Markup	10%																							
	Subtask Totals	96	\$21,345	228	\$43,544	10	\$8,800	8	\$9,300	90	\$20,253	1644	\$7,780	132	\$29,073	52	\$16,744	76	\$21,931	252	\$47,454	372	\$106,193	

Project Total (Subtasks 1 - 11)	
Hours	Fee
2,960	\$909,641



# City of Fort Bragg

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

## Text File

File Number: 25-561

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**Agenda Date:** 1/12/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8C.

Receive Report and Consider Adopting Resolution Awarding the Dryer Building Reconstruction Project, City Project No. WWP-00027 to August-Jaye, Inc. as the Lowest Responsible Bidder, and Authorizing the City Manager to Execute Contract (Not To Exceed \$321,861)



## CITY COUNCIL STAFF REPORT

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**DATE:** January 12, 2026

**TO:** Municipal Improvement District Board & City Council

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Alfredo Huerta, Assistant City Engineer

**PRESENTER:** Alfredo Huerta, Assistant City Engineer

**AGENDA TITLE:** Receive Report and Consider Adopting Municipal Improvement District Resolution Awarding the Dryer Building Reconstruction Project, City Project No. WWP-00027, to August-Jaye, Inc. as the Lowest Responsible Bidder, and Authorizing the City Manager to Execute Contract (Not to Exceed \$321,861.00)

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### RECOMMENDATION

Staff recommends that the District Board adopt the Resolution Awarding the Dryer Building Reconstruction Project to August-Jaye, Inc. as the Lowest Responsible Bidder and Authorizing the City Manager to Execute Contract (Not to Exceed \$321,861.00).

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### BACKGROUND

The Dryer Building Reconstruction Project (Project) was advertised for bid in October 2025. The Project is in the City's 2025/26 Capital Project list with a budget of \$335,392. Bids for construction of the Project were opened on November 21, 2025. Six bids were received (Attachment 1), with the lowest coming from Jess Construction for \$305,200. Jess's bid documents did not meet the requirements to be considered a responsive bidder, so staff recommends making the award to the second-lowest bid from August-Jaye, Inc. for \$321,861. The contractor has the proper license and experience and meets the requirements to be considered a responsive bidder.

### DISCUSSION AND ANALYSIS

The City of Fort Bragg's Wastewater Treatment Plant (WWTP) was originally constructed in 1970 and has had numerous upgrades in the past decade. The City obtained Planning Commission approval of a Coastal Development Permit (CDP 2-16) and Design Review Permit (DR 2-16) for the WWTP renovation and upgrades in October, 2016. The CDP and DR permitted the installation of an activated sludge treatment system, a new dewatering building, new sludge holding area, splitter box and pump station, conversion of the existing primary and secondary clarifiers to emergency/surge basins, and new renovated interior site access-ways and modified catchment basins. The City then obtained approval of CDP 5-18 to place approximately

12,000 cubic yards of clean soil associated with construction of the Wastewater Treatment Facility on the Noyo Center Site.

For this project, the City obtained Coastal Development Permit (CDP 9-24) and Design Review Permit (DR 12-24). The Planning Permits included the Biosolids Material Storage Building project (Currently in construction), Facility Solar Project (Currently in construction) and this Dryer Building Reconstruction Project, which consists of constructing a wood-framed storage building for WWTP operations and future dryer equipment, approximately 24 feet by 40 feet in size with two large rolling service doors. This building will replace the existing deteriorating metal structure and will be constructed on the existing foundation.

The design Architect, Calpo Hom & Dong Architects, completed the design in May 2024 and City staff put the Project out to bid on October 30, 2025. The City received six bids that appeared responsive on November 21<sup>st</sup>, 2025, but after further review of the bid documents and a bid protest submitted against the lowest bidder, it was determined that there were only five (5) responsive bids and one (1) non-responsive bid. The responsive bids were from August-Jaye, Inc. for \$321,861, A.B.S. Builders, Inc. for \$389,981.70, Sequoia Construction Specialties for \$462,504, FRC, Inc. for \$475,599.53, and Kirby Construction Company, Inc. for \$696,000. The bid deemed to be non-responsive was from Jess Construction for \$305,200. All bid amounts are listed as Base Bid + Alternate.

Initially, Jess Construction was the apparent low bidder but as staff performed an independent analysis of the bid, including a timely bid protest submitted against them, it was determined that the best course of action was to reject the low bid of Jess Construction as non-responsive because it does not comply with code standards and specifications. During the review, staff found that although Jess Construction has proper licensing, they are not certified to install the specified roofing system as required in the project specifications. And since they didn't list a roofing subcontractor, the bid submitted does not meet the minimum requirements. Additionally, the city found that the schedule of bid prices submitted wasn't filled in properly or completely, as the quantities and unit prices didn't match the total amounts listed and one line item was left blank. As required by the California Public Contract Code and the City's Municipal Code, the lowest responsible bidder is being recommended for the contract award.

## **FISCAL IMPACT/FUNDING SOURCE**

This project was budgeted for \$335,392 in the FY 25/26 budget, which was carried over and increased from the previous fiscal year after the engineer's estimate was provided by the design team. The lowest total bid from August-Jaye, Inc. is \$321,861, leaving a budget savings of \$13,531, most of which will be used for permitting, inspections and monitoring.

## **ENVIRONMENTAL ANALYSIS:**

The Project is subject of a Mitigated Negative Declaration (MND) under the California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations ("CEQA

Guidelines"), which was adopted at the December 11, 2024 Planning Commission meeting. The MND was prepared for the re-construction of this building as well as the construction of the bio solids material storage building and the installation of solar panels. Mitigation measures included in the MND for this project include restriction on ground disturbance (Allowed from August 31-January 31), removal of ice plant, and Tribal Monitoring requirements during earth moving activities.

There will be a short-lived increase in greenhouse gas emissions during the construction phase due to the equipment necessary for the performance of the work. Increases in greenhouse gases will only occur during actual construction. All Air Quality Management District best management practices for minimizing greenhouse gas emissions during construction will be incorporated into the daily activities of this project.

### **STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY**

This project does not conflict with any Coastal General Plan. The proposed project would upgrade a portion of the existing WWTP to meet the City's ongoing needs and ensure that the WWTP is adequate to provide services for the community.

### **ALTERNATIVES:**

Direct staff to reject all current bids and re-bid the project.

### **ATTACHMENTS:**

1. Resolution
2. Bid Opening
3. Bid Protest
4. Contract

### **NOTIFICATION:**

1. Jess Construction
2. FRC, Inc.
3. Kirby Construction Co.
4. A.B.S. Builders, Inc.
5. Sequoia Construction Specialties
6. August-Jaye Inc.

**RESOLUTION NO. XXXX-2026**  
**RESOLUTION OF THE FORT BRAGG CITY COUNCIL**  
and  
**ID RESOLUTION NO. XXX-2026**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT  
AWARDING THE DRYER BUILDING RECONSTRUCTION PROJECT, CITY  
PROJECT NO. WWP-00027, TO AUGUST-JAYE, INC. AS THE LOWEST  
RESPONSIBLE BIDDER, AND AUTHORIZING CITY MANAGER TO EXECUTE  
CONTRACT (AMOUNT NOT TO EXCEED \$321,861)**

**WHEREAS**, in April 2023, the City entered into a professional services agreement with Calpo Hom & Dong Architects (CH&D) to provide design and engineering services for Town Hall & Facilities, Project Number PWP-00122; and

**WHEREAS**, the Dryer Building design was one of three facilities included in that contract, with the design completed in May 2024; and

**WHEREAS**, the project was part of a Coastal Development Permit (CDP 9-24) and Design Review (DR 12-24) Permit that was presented to the Planning Commission and approved on December 11, 2024; and

**WHEREAS**, in accordance with California Public Contract Code 20164 and other applicable laws, the Dryer Building Reconstruction Project, WWP-00027 (the "Project") was advertised for bid on October 30, 2025; and

**WHEREAS**, six (6) bids were received and opened on November 21, 2025, for this Project (Exhibit A); and

**WHEREAS**, after an analysis of the bids submitted, including a bid protest, it was determined that the low bid of Jess Construction was non-responsive; and

**WHEREAS**, August-Jaye, Inc. (August-Jaye) is the lowest responsible bidder with a total bid price (including alternates) of \$321,861, and the City has confirmed that August-Jaye has the proper license and experience and meets the requirements to complete the Project as bid; and

**WHEREAS**, the Project is the subject of a Mitigated Negative Declaration pursuant to the California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations ("CEQA Guidelines"); and

**WHEREAS**, funds in the amount of \$335,392 were appropriated in the FY 2025/26 budget for this activity, and sufficient funds are available to award this contract; and

**WHEREAS**, based on all the evidence presented, the District finds as follows:

1. The bid of August-Jaye, Inc. meets the requirements of the Project bid documents and is considered responsive.
2. August-Jaye, Inc. has the proper licenses to complete the Project and, based upon previous experience in completing similar projects, is a responsible bidder.
3. Sufficient funds are available to complete the Project.

**NOW, THEREFORE, BE IT RESOLVED** that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby approve a contract with August-Jaye, Inc. for the Dryer Building Reconstruction Project, Project No. WWP-00027, and authorizes the District Manager to execute the same upon execution by the Contractor (amount not to exceed \$321,861, Account 716-7008-0731).

**The above and foregoing Resolution was introduced by Council/Board Member \_\_\_\_\_, seconded by Council/Board Member \_\_\_\_\_, and passed and adopted at a regular meeting of the District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 12<sup>th</sup> day of January, 2026, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

---

**JASON GODEKE**  
**Mayor/Chair**

**ATTEST:**

---

**Diana Paoli**  
**City/District Clerk**



## CITY OF FORT BRAGG

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

### BID OPENING

Dryer Building Reconstruction Project, Project No. WWP-00027

Bids were opened on November 21, 2025, at 2:00 p.m. by Diana Paoli, City Clerk. City staff present in addition to the City Clerk included: Emily Reno

Six (6) bids were received. Said bids were from:

1. Jess Construction 208 Park Street Fort Bragg, CA 95437	Base Bid: \$291,700.00 Base Bid + Alt: \$305,200.00
2. FRC, Inc. 9680 Old Redwood Hwy Windsor, CA 95495	Base Bid: \$457,599.53 Base Bid + Alt: \$475,599.53
3. Kirby Construction Company, Inc. 625 Ware Avenue Santa Rosa, CA 95404	Base Bid: \$677,000.00 Base Bid + Alt: \$696,000.00
4. A.B.S. Builders, Inc. 1023 Main Street Colusa, CA 95932	Base Bid: \$359,541.30 Base Bid + Alt: \$389,981.70
5. Sequoia Construction Specialties P.O. Box 6061 Eureka, CA 95502	Base Bid: \$451,504.00 Base Bid + Alt: \$462,504.00
6. August – Jaye, Inc. P.O. Box 1425 Rohnert Park, CA 94927	Base Bid: \$311,861.00 Base Bid + Alt: \$321,861.00

The bids will be reviewed by City Staff and a recommendation will be made to the Fort Bragg City Council/Fort Bragg Municipal Improvement District No. 1 at their regular meeting of December 8, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard.

Dated: 11/21/2025

A handwritten signature in blue ink that reads "Diana Paoli".

Diana Paoli, City Clerk

cc: Planholders



November 26, 2025

Alfredo Huerta  
Assistant City Engineer  
416 N. Franklin  
Fort Bragg, CA 95437

Re: Fort Bragg Municipal Improvement District No. 1 Dryer Building Reconstruction Project  
WWP-00027, 281 Jere Melo St, Fort Bragg, CA 95437

Mr. Huerta,

This letter serves as a written notice that August-Jaye Construction (AJC) is officially protesting the bid submitted by Jess Construction (Jess) for the above referenced project.

The bid submitted by Jess was not submitted in accordance with the Bid Requirements as it failed to list a subcontractor for the roofing portion of the project and they are not approved to perform the work themselves.

Per specification section 07 52 00 Part 1.07A, which has been included below for reference, the specified roofing system must be installed by an approved applicator and the applicator had to have been approved prior to the bidding period.

#### 1.07     QUALIFICATIONS

##### A.     Applicator's Qualifications:

1.     Approved by the manufacturer prior to the bidding period and throughout the installation and able to present a copy of his certification upon request by the Contracting Officer.

Per confirmation from Soprema, the specified roofing manufacturer, Jess Construction is not an approved manufacturer of their system.

Furthermore, since Jess is unable to install the roofing, they are required by law to list any subcontractor that will perform work that can exceed more than 0.5% of the bid amount. In this case, this dollar amount would be \$1,526. Per the bid submitted by Jess, the amount for the roofing scope was \$16,500. Jess in violation of the Subcontractor Listing Laws in accordance with Public Contract Code.



As Jess Construction is not an approved applicator of the specified roofing system, coupled with the failure to list a subcontractor for this scope of work, their bid must be considered non-responsive.

The City has no authority to waive this irregularity, as it is bound by its own bid documents.

The City may only award this Project to the lowest responsive bidder, which in this case is AJC. If the City chooses instead to award to any other party, AJC is empowered to seek a writ to enforce its rights. The Court will be made aware that the City accepted a bid that did not meet the Bid Requirements of Public Contract Code.

AJC is the lowest responsive bidder and must be awarded the Project.

Please do not hesitate to contact me with any questions.

Regards,

A handwritten signature in black ink that reads "Eddy Deniz".

Eddy Deniz  
President  
August-Jaye Construction

RECEIVED

NOV 26 2025

City of Fort Bragg  
City Clerk



# CITY OF FORT BRAGG

*Incorporated August 5, 1889*  
416 N. Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2825

Date: December 26, 2025

To: Jess Construction

RE: Dryer Building Reconstruction Project (WWP-00027) Bid Protest Response

On November 21, 2025, six (6) bids were received for the reconstruction of the Dryer Building at the Wastewater Treatment Plant:

Jess Construction was deemed the lowest bidder on 11/21/2025. The City received a timely protest to Jess Construction's bid citing the roofing system spec section and stating that "Per spec section 07 52 00 Part 1.07A...the specified roofing system must be installed by an approved applicator...Per confirmation from Soprema, the specified roofing manufacturer, Jess Construction is not an approved [applicator] of their system." The bid protest claims that Jess Construction's bid does not meet code and should not be considered responsive.

The City performed an independent analysis of the claim and determined the following:

1. Jess Construction, although they have a roofing license, are not certified to install the specified roofing system; therefore, their bid does not meet the requirements.
2. Based on the lack of proper certification and the absence of a roofing subcontractor, the bid submitted does not meet the requirements.
3. Additionally, the city found that Jess Construction's Schedule of Bid Prices wasn't filled in properly or completely, which is also grounds for deeming the bid non-responsive.

The city has determined that the best course of action is to reject the low bid of Jess Construction as non-responsive because it does not comply with code standards and specifications.

We draw your attention to the following provision of City Formal bid procedures per Fort Bragg Municipal Code: §3.22.060 (C) "*The City Council shall award the contract to the lowest responsible bidder submitting a responsive bid. The City Council may, upon refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder submitting a responsive bid.*" Since the low bidder was unable to provide a responsible bid based on bid content, the city of Fort Bragg has determined that your proposal is non-responsive and cannot move forward with awarding you the contract.

A recommendation to City Council to award this project to the second lowest bidder will be made on January 12, 2026, at the City Council Meeting starting at 6:00 p.m. at 363 N. Main Street in Fort Bragg. Be advised you have a right to attend the aforementioned Council meeting and present evidence to dispute the determination of non-responsiveness.

Sincerely,

A handwritten signature in black ink that reads "Alfredo Huerta".

Alfredo Huerta  
Assistant City Engineer  
(707)961-2823 ext. 138  
[ahuerta@fortbraggca.gov](mailto:ahuerta@fortbraggca.gov)

Fort Bragg Municipal Improvement District No. 1  
416 N. Franklin Street  
Fort Bragg, California 95437

### **CONTRACT CHECK LIST**

Complete, accurate, executed copies of the following documents must be submitted to the FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1 in accordance with the bid package issued by the City for the Dryer Building Reconstruction Project, WWP-00027, within ten (10) working days of receiving written notice of award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the City.

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

## **CONTRACT, PART 1**

### **1. RECITALS**

- A. Notice Inviting Bids.
- B. Bid Opening
- C. Project Award.
- D. Required Documents.
- E. Investigation and Verification of Site Conditions.

### **2. CONTRACT TERMS**

- 1. The Work.
- 2. Location of Work.
- 3. Time for Completion
- 4. Remedies for Failure to Timely Complete the Work.
- 5. Contract Price and Payment.
- 6. Prevailing Wages.
- 7. The Contract Documents.
- 8. Provisions Incorporated by Reference.
- 9. Interpretation of Contract Documents.
- 10. Assignment Prohibited.
- 11. Contractor's License Certification.
- 12. Severability.
- 13. Project Representatives

## **CONTRACT, PART 2 GENERAL PROVISIONS**

### **1. *DEFINITIONS***

### **2. PLANS AND SPECIFICATIONS**

- 2.1 Documents Furnished by City.
- 2.2 Ownership of Documents Furnished by City.
- 2.3 Technical Specifications and Project Plans.

### **3. CONTROL OF WORK AND MATERIAL**

- 3.1 Construction Manager's Status.
- 3.2 Architect or Engineer's Status.
- 3.3 Inspection and Testing of Work and Material.
- 3.4 Samples Furnished by the Contractor.
- 3.5 Materials and Substitutions.
- 3.6 Maintenance and Examination of Records.
- 3.7 Advertising
- 3.8 Project Schedule.

- 3.9 Construction Staking.
- 3.10 Materials Testing.

#### **4. CHANGES IN WORK**

- 4.1 City Directed Change Orders.
- 4.2 Writing Requirement.
- 4.3 Contractor Proposed Change Orders.
- 4.4 All Change Orders.
- 4.5 Change Order Pricing.
- 4.6 Liability Under Unapproved Change Orders.
- 4.7 Changes Subject to Contract Documents.
- 4.8 Change Order Disputes.
- 4.9 Change in Time for Completion.

#### **5. TRENCHING AND UTILITIES**

- 5.1 Contractor to Locate Underground Facilities.
- 5.2 Excavation More Than Four Feet Deep.
- 5.3 Excavation of Five Feet or More.
- 5.4 Utility Relocation Costs.
- 5.5 Concealed or Unknown Conditions.
- 5.6 Underground Facilities not owned or built by the City
- 5.7 Contractor's compensation for claimed latent or materially different Project conditions

#### **6. PROJECT FACILITIES**

- 6.1 Work Site Offices.
- 6.2 City Rights of Access and Ownership

#### **7. PROSECUTION AND PROGRESS OF THE WORK**

- 7.1 Liquidated Damages.
- 7.2 No Damage for Avoidable Delays.
- 7.3 Unavoidable Delays.
- 7.4 No Damage for Contractor Caused Delay.
- 7.5 No Damage for Other Delay.
- 7.6 Delays Caused by the City and/or Its Privities.
- 7.7 Weather Delays.
- 7.8 Delay Claims.
- 7.9 Contractor Coordination of the Work.

#### **8. CONTRACTOR RESPONSIBILITIES**

- 8.1. Eligibility.
- 8.2 Non Discrimination.
- 8.3 Supervision of the Work.
- 8.4 Contractor's Superintendent.
- 8.5 Competent Employees.
- 8.6 Items Necessary for Proper Completion of the Work.

- 8.7 Construction Reports.
- 8.8 Subcontracting.
- 8.9 Insurance.
- 8.10 Indemnities.
- 8.11 Licenses/Permits.
- 8.12 California Labor Code Requirements.
- 8.13 Laws and Ordinances.
- 8.14 Guaranty.
- 8.15 Safety.

## **9. MEASUREMENT AND PAYMENT**

- 9.1 F.O.B.
- 9.2 Payment
- 9.3 Non-Allowable Direct Charges.
- 9.4 Retention.
- 9.5 Securities in Lieu of Retention.

## **10. PROJECT ACCEPTANCE AND CLOSEOUT**

- 10.1 Occupancy.
- 10.2 Work Completion and Final Inspection.
- 10.3 Work Acceptance.

## **11. REMEDIES AND DISPUTES**

- 11.1 Failure to Correct Work
- 11.2 Termination for Cause
- 11.3 Termination for Convenience.
- 11.4 Disputes.
- 11.5 Non-Waiver.

## **CONTRACT, PART 3 SPECIAL PROVISIONS**

## **12. SPECIAL PROVISIONS**

- 12.1 Description of Work.
- 12.2 Construction Limitations.
- 12.3 Storm Water Pollution Prevention.
- 12.4 Maintaining Traffic and Pedestrian Operations.
- 12.5 Public Safety.
- 12.6 Protection of Existing Facilities and Property.
- 12.7 Preconstruction Conference.
- 12.8 Owner Notification.
- 12.9 Emergency Service Providers Notifications
- 12.10 Clean up.
- 12.11 Payment.
- 12.12 Construction Staking.
- 12.13 Materials Testing Allowance.
- 12.14 Obstructions.

- 12.15 Hours of Work.
- 12.16 Dust Control.
- 12.17 Water for Construction and Dust Control.
- 12.18 Protection and Restoration of Vegetation.
- 12.19 Surplus Material.
- 12.20 Cultural Resources.
- 12.21 Historical Finds.
- 12.22 Cultural Resources Defined.
- 12.23 Construction Manager's Discretion.

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Fort Bragg Municipal Improvement District No. 1  
Project No. WWP-00027  
Contract Check List

Fort Bragg Municipal Improvement District No. 1  
416 Franklin Street  
Fort Bragg, California 95437

## CONTRACT, PART 1

The FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1, 416 N. Franklin Street, Fort Bragg, California 95437 ("City") enters into this Contract, dated **January XX, 2026**, for reference purposes only, with August-Jaye, Inc. PO Box 1425, Rohnert Park, CA 94927 ("Contractor").

### RECITALS

- A. **NOTICE INVITING BIDS.** The City gave notice inviting bids to be submitted by **November 21, 2025** for the **Dryer Building Reconstruction Project** ("Project") by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. **BID OPENING.** On November 21, 2025, City representatives opened the bids for the Project and read the bids aloud.
- C. **PROJECT AWARD.** On January 12, 2026, the District Board of the Fort Bragg Municipal Improvement District No. 1 awarded the Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The District Board conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. **REQUIRED DOCUMENTS.** The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.
- E. **INVESTIGATION AND VERIFICATION OF SITE CONDITIONS.** The Contractor warrants that it has conducted all necessary pre-bid investigations and other obligations, and agrees that it shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work. In executing this Contract, Contractor shall rely on the results of its own independent investigation and shall not rely on City-supplied information regarding above ground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

### CONTRACT TERMS

The City and the Contractor agree as follows:

1. **THE WORK.** The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike

Fort Bragg Municipal Improvement District No. 1  
Project No. WWP-00027  
Contract, Part 1

manner the Dryer Building Reconstruction project ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

2. LOCATION OF WORK.

The Work will be performed at the following location:

281 Jere Melo Street Fort Bragg, Ca 95437

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within 45 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 **Three Hundred Twenty One Thousand Eight Hundred Sixty One \$321,861** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated November 21, 2025, and attached to and incorporated in this Contract. Payment to the Contractor under this Contract will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Contract is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Contract is subject to and may be offset by charges that may apply to the Contractor under this Contract. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with

respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

6. **PREVAILING WAGES.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 et seq., the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.
  - 6.1. Contractor acknowledges and agrees that it shall comply with the requirements of California Public Contracts Code sections 2600 et seq., in its entirety and, in particular, those sections related to Skilled and Trained Workforce. By its execution of this agreement Contractor certifies and warrants that it is aware of the requirement of California Public Contracts Code section 2600 et seq. and its requirements as to a Skilled and Trained Workforce.
7. **THE CONTRACT DOCUMENTS.** This Contract consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Contract as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
  - 7.1 This Part 1 of the Contract and change orders and other amendments to this Contract signed by authorized representatives of the City and the Contractor.
  - 7.2 The General Provisions, Part 2 of the Contract, and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.
  - 7.3 The Special Provisions, Part 3 of the Contract, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening,

Equal Product Proposals accepted by the City and signed by authorized representatives prior to bid opening, and change orders and other amendments to the Special Provisions signed by authorized representatives of the City and the Contractor.

7.4 The Technical Specifications, addenda to the Technical Specifications signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.

7.5 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.

7.6 Notice Inviting Bids

7.7 Instructions to Bidders

7.8 The successful bidder's completed Proposal Cover Page and Bid Schedule

7.9 The successful bidder's completed Contractor License Information

7.10 The successful bidder's completed List of Proposed Subcontractors

7.11 The successful bidder's Workers Compensation Insurance Certification

7.12 The successful bidder's completed Non-collusion Affidavit

7.13 The successful bidder's Debarment Certification

7.14 The successful bidder's completed Certificates of Insurance and Endorsements

7.15 The successful bidder's executed Performance Bond

7.16 The successful bidder's executed Payment Bond

7.17 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract

7.18 The successful bidder's Qualification Statement, if any

7.19 The successful bidder's signed Signature Form

8. **PROVISIONS INCORPORATED BY REFERENCE.** Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Contract to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Contract. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Contract to the extent expressly incorporated in the Contract by section number. When such published provisions are

made a part of this Contract, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Contract may require.

9. **INTERPRETATION OF CONTRACT DOCUMENTS.** Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Director, or his/her designee, for issuance of an interpretation and/or decision by the authorized Public Works Director in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of the Public Works Director, or his/her designee, shall be final.
10. **ASSIGNMENT PROHIBITED.** The Contractor may not assign part or all of this Contract, or any monies due or to become due under this Contract, or any other right or interest of the Contractor under this Contract, or delegate any obligation or duty of the Contractor under this Contract without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
11. **CONTRACTOR'S LICENSE CERTIFICATION.** By signing this Contract the Contractor certifies that the Contractor holds a valid Type B 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 Alfredo Huerta 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 Eddy Deniz as its Project Manager to act as Contractor's Representative in all matters relating to the Contract. The Contractor's Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the Contractor and to make decisions or actions binding on the Contractor, and shall have sole signature authority on behalf of the Contractor.

**SIGNATURES ON FOLLOWING PAGE**

Executed on \_\_\_\_\_, by

CONTRACTOR

Fort Bragg Municipal Improvement  
District No.1

---

By: Eddy Deniz  
Title: President / Secretary

---

By: Isaac Whippy  
Title: District Manager

ATTEST:

By: \_\_\_\_\_  
Diana Paoli  
District Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Baron J. Bettenhausen  
District Counsel

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

**CONTRACT, PART 2**

**GENERAL PROVISIONS**

**1. DEFINITIONS**

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

- 1.1 **Architect or Engineer:** The person or persons so specified on the title sheet of the Technical Specifications and/or Project Plans.
- 1.2 **ASTM:** American Society for Testing and Materials, latest edition.
- 1.3 **Bid Package:** All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.
- 1.4 **Caltrans Standard Specifications:** Caltrans construction manual entitled, "State of California, Department of Transportation, Standard Specifications," latest edition.
- 1.5 **City:** Fort Bragg Municipal Improvement District No. 1
- 1.6 **Construction Manager:** The City's authorized representative for administration and overall management of the Project contract and Work. The Construction Manager is the official point of contact between the City, the Architect and/or Engineer, and the Contractor. The Construction Manager for this project shall be Assistant City Engineer Alfredo Huerta.
- 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. August-Jaye, Inc.
- 1.10 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.11 **Project:** The **Dryer Building Reconstruction** Project as described in the Technical Specifications and Project Plans.
- 1.12 **Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and

Fort Bragg Municipal Improvement District No. 1  
Project No. WWP-00027  
Contract, Part 2  
General Provisions

applicable laws and regulations. The Project Inspector acts under the direction of the City and shall coordinate with the Construction Manager and Architect as directed by the City in accordance with the Contract Documents.

- 1.13 **Project Plans:** The primarily graphic detailed requirements concerning the Project contained in Volume 3 of the Bid Package and any addenda to the Project Plans signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1.14 **Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.
- 1.15 **Technical Specifications:** The detailed Project requirements contained in Volume 3 of the Bid Package and any addenda to the Technical Specifications signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1.16 **Time for Completion:** The Time for Completion is the time by which the Work must be completed, as defined in the Contract, Part 1, or as modified in a writing, executed by the City and Contractor.
- 1.17 **Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
- 1.18 **Written Notice:** Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal Cover Page and Bid Schedule.

## 2. PLANS AND SPECIFICATIONS

- 2.1 Documents Furnished by City. The City will furnish to the Contractor, free of charge, one (1) set of reproducible Project Plans and five (5) sets of prints of the Project Plans and Technical Specifications for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available for review by the Construction Manager, the Engineer, the Architect, and any other City contractors or representatives.
- 2.2 Ownership of Documents Furnished by City. All documents furnished by the City, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not to be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.
- 2.3 Technical Specifications and Project Plans.
  - 2.3.1 The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
  - 2.3.2 In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.
  - 2.3.3 Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on

Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

2.3.4 Before undertaking each portion of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. The Contractor must notify the Construction Manager and the Architect in writing as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Construction Manager will issue written instructions concerning any such apparent errors, inconsistencies, or clarifications with reasonable promptness and these shall be binding on the Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give City prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Section 11. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Construction Manager, the Contractor shall do so at its sole risk and shall have all of the obligations and the City shall have all of the rights and remedies specified in Section 11 concerning any resulting damage or defect.

2.3.5 The General Provisions apply with equal force to all of the Work, including extra work authorized by the Construction Manager in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Architect or Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Architect or Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor

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certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Architect or Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

### 3. CONTROL OF WORK AND MATERIAL

- 3.1 Construction Manager's Status. The Construction Manager will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Construction Manager. Except as otherwise provided in the Contract Documents, the Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Construction Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Construction Manager will also have the authority to require inspection or testing of the Work.
- 3.2 Architect or Engineer's Status. The Architect or Engineer will advise the Construction Manager concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Architect or Engineer will also advise the Construction Manager concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's or Engineer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect or Engineer may recommend to the Construction Manager inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.
- 3.3 Inspection and Testing of Work and Material.
  - 3.3.1 The City, the Construction Manager, the Architect or Engineer and their representatives will have access to the Work at all times wherever it is

in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.

- 3.3.2 The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Construction Manager or Architect or Engineer.
- 3.3.3 If the Construction Manager, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Construction Manager timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Construction Manager or without the approval or consent of the Construction Manager must, if required by the Construction Manager, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work subject to testing that is covered up without timely notice to the Construction Manager and that is not uncovered for examination at the Contractor's Expense if required by the Construction Manager.
- 3.3.4 Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications.
- 3.3.5 The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Construction Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.
- 3.3.6 The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming

material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.

- 3.4 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Architect or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Architect or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Construction Manager or to such place as the Construction Manager may direct.
- 3.5 Materials and Substitutions.
  - 3.5.1 Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.
  - 3.5.2 If the Contractor submitted complete information to the Public Works Department for products proposed as equals in accordance with the Bid Package, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications or Project Plans. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.
  - 3.5.3 During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing

City facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

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

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

The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

- 3.7 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.
- 3.8 Project Schedule. Prior to the pre-construction meeting, the Contractor shall submit a baseline schedule showing each task of Work, including, as required by the City, equipment procurement and delivery (Contractor and City supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with the City and third parties. The baseline schedule shall include the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule shall allow for the completion of the entire Work within the Time for Completion.
  - 3.8.1 City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
  - 3.8.2 Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor shall submit an updated schedule on a biweekly basis until completion of the Work. The updated schedule shall show the progress of Work as of the date specified in the updated schedule. Contractor shall provide the City with an electronic copy of each updated schedule.

- 3.8.3 Float. The baseline schedule and all later submitted schedules shall show early and late completion dates for each task. The number of days between these dates shall be designated as "Float." The Float shall be designated to the Project and shall be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.
- 3.8.4 Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in this section or submit a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract documents.
- 3.8.5 Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method of addressing such exceptions, and the City's review of the schedule will not create scheduling obligations for the City.
- 3.8.6 Contractor's baseline schedule and progress schedules shall be in the form of a CPM (arrow) diagram. Contractor shall provide the City with native format electronic schedules and hard copies of the baseline schedule, schedule updates, and look ahead schedules. All electronic and hard copies of the schedule that Contractor provides to the City shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
- 3.8.7 The City has no obligation to accept an early completion date.
- 3.8.8 The City may request a recovery schedule should Contractor fall 21 or more Days behind any schedule milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates. The recovery schedule shall show the intended critical path. If the City requests, Contractor shall also: secure and demonstrate appropriate subcontractor and supplier consent to the recovery schedule; and submit a written plan and narrative explaining on trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or subcontractors.
- 3.8.9 If the Contractor requests an extension of the Time for Completion, it shall submit the request in a writing that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. The writing shall include this narrative and a schedule diagram depicting how the changed Work or other

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impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current schedule impact or critical path or otherwise. Any requests of an extension of the Time for Completion stemming from an alleged project delay shall be made within five (5) days of the commencement of the alleged delay, explain the reason for delay, include the anticipated length of the delay, and contain a narrative justifying the extension, in addition to the other information and schedules required by this section.

3.9 Construction Staking. All Work done under this Contract must be in conformance with the Project Plans and staked by the Engineer in the field. The Contractor must inform the Engineer, forty-eight (48) hours in advance, of the time and places at which he or she wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment made, with the minimum of inconvenience to the Engineer and delay to the Contractor.

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

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

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

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

The Contractor must request all tests in writing a minimum of two (2) working days in advance of the time desired. A minimum of one working day must be allowed for compilation and reporting of data and test results after tests have

been performed. No subsequent layer of material may be placed until a passing test is obtained and acknowledged by the City.

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

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

#### 4. CHANGES IN WORK

- 4.1 City Directed Change Orders. The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the agreement, but may be applied to amend the Contract Price or Time for Completion, if such amendments affect the Contract Price, the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 4.
- 4.2 Writing Requirement. Change orders and other amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.
- 4.3 Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change.
- 4.4 All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the City. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order, and must provide information justifying the requested change in the Time for Completion. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, will be accomplished by the Time for Completion then in effect.
- 4.5 Change Order Pricing. Change order pricing will be governed by the following:

4.5.1 Unit prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify unit prices.

4.5.2 Cost impacts involving items for which no unit prices are specified will be calculated by adding the itemized actual direct cost that would be added or reduced under the change order and an allowance for indirect costs in accordance with this Section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other cost impacts for which no unit prices are specified must be itemized as appropriate, including the cost of tools, vehicles, phones and other equipment, and the cost of all required materials or supplies. Indirect costs added under a change order may not exceed an allowance of fifteen (15) percent of the total of combined Contractor and subcontractor direct costs added under the change order. Such allowance covers Contractor overhead and profit under the change order and includes the cost of insurance in addition to that required pursuant to Section 8.8, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order may not exceed an allowance of seven and a half (7.5) percent of the total of combined Contractor and subcontractor direct costs deducted under the change order.

4.6 Liability Under Unapproved Change Orders. The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 4. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.

4.7 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including

this Section 4, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such change orders or amendments.

4.8 Change Order Disputes.

4.8.1 Disputed City Directed Change Orders. If the Contractor disputes a City directed change order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City directed change order, whichever is later. In performing Work consistent with a disputed City-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

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

4.9 Change in Time for Completion. The Time for Completion may only be changed through a Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence. Contractor shall not be entitled time extension for impacts that consume Float, but do not impact the critical path. Time extensions will not be granted unless substantiated by the Critical Path Method (CPM) Schedule, and then not until the CPM float becomes zero. If contractor fails to submit documentation requesting and justifying a change in Time for Completion consistent with the Contract Documents, the Contractor shall be deemed to have agreed that there is no

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extension of time and that Contractor has irrevocably waived its rights to any change in the Time for Completion. Contractor initiated change orders shall address any impacts on the Time for Completion when first submitted to the City. Contractor shall submit any request for change in the Time for Completion and all supporting information and documentation required by the Contract Documents within seven (7) working days of receipt of a City-directed Change Order.

## 5. TRENCHING AND UTILITIES

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

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

Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in existing conditions data, Contract Documents, or USA records, or discovered during Contractor's pre- or post-bid investigation. Contractor shall immediately secure all such available information and notify the City and the utility City, in writing, of its discovery.

5.2 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before

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

- 5.3 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.
- 5.4 Utility Relocation Costs.
  - 5.4.1 In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the City in the Technical Specifications and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunkline utility facilities.

- 5.4.2 Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunklines in the Technical Specifications and/or Project Plans.
- 5.4.3 Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
- 5.4.4 Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
- 5.4.5 If the Contractor while performing the Work discovers utility facilities not identified by the City in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the City and utility in writing.
- 5.4.6 Either the City or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

5.5 Concealed or Unknown Conditions.

- 5.5.1 If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly give a written Notice of Differing Site Conditions to the City before conditions are disturbed, except in an emergency, and in no event later than seven (7) calendar days after first observance of:
  - 5.5.1.1 Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
  - 5.5.1.2 Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 5.5.2 In response to Contractor's Notice of Differing Site Conditions under this Section, the City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's

cost of, or time required for, performance of any part of the Work, the City will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If the City determines that physical conditions at the Project are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, the City will so notify Contractor in writing, stating reasons (with Contractor retaining all rights under the Contract Documents).

5.5.3 Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed latent or materially different Project conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

5.5.4 Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Time for Completion, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by the City only where the Underground Facility:

5.5.4.1 Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and;

5.5.4.2 Contractor did not know of it; and

5.5.4.3 Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Time for Completion will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

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

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

## 6. PROJECT FACILITIES

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

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

## 7. PROSECUTION AND PROGRESS OF THE WORK

7.1 Liquidated Damages. Time is of the essence in the Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for

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Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$500 per day for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Agreement.

- 7.2 No Damage for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all Work within the Time for Completion, including, but not limited to, reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.
- 7.3 Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the Contract Price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.
- 7.4 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the

failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.

7.5 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:

7.5.1 Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Agreement.

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

7.6 Delays Caused by the City and/or Its Privities. Delay caused by the City and/or other Contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 4, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

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7.7 Weather Delays. Extensions of the Time for Completion will not be allowed for normal, adverse weather conditions that are consistent with historical weather data of the National Oceanographic and Atmospheric Administration of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. The Contractor should understand that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule, normal adverse weather delays as reflected in historical data of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce for the weather station most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of adverse weather days far exceeds the historical data. No extensions of the Time for Completion will be granted for normal, adverse weather conditions or for adverse weather conditions that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.

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

7.9 Contractor Coordination of the Work.

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

7.9.2 If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before

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proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.

- 7.9.3 The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.
- 7.9.4 The Contractor will provide proper facilities at all times for access of the City, the Construction Manager, Architect or Engineer, and other authorized City representatives to conveniently examine and inspect the Work.

## 8. CONTRACTOR RESPONSIBILITIES

- 8.1. Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.
- 8.2 Non Discrimination. During the performance of this Contract, Contractor will not discriminate against any employee or subcontractor of the Contractor or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

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

subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

- 8.3 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Construction Manager or Architect are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Construction Manager, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.
- 8.4 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The superintendent may not be changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.
- 8.5 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Project any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Project without City approval.
- 8.6 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.
- 8.7 Construction Reports. The Contractor must submit daily construction reports detailing the daily progress of the Work to the Construction Manager on a weekly basis.
- 8.8 Subcontracting. The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of

the Contract amount, except that the bid amount for subcontracted "Specialty Items" so designated in the Special Provisions may be eliminated from the Contract amount and not considered as sub-contracted for the purposes of calculating the value of work to be performed by the Contractor. For the purposes of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the Contractor or Subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.

- 8.8.1 By executing the Contract, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.
- 8.8.2 The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 et seq. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

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- 8.8.3. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.
- 8.8.4 Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. The Contractor shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 11.
- 8.8.5 Subcontractor agrees to be bound to General Contractor and City in the same manner and to the same extent as General Contractor is bound to City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City's Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all subcontractors to provide a valid certificate of insurance with the required endorsements included in the agreement prior to commencement of any work and General Contractor will provide proof of compliance to the City.
- 8.8.6 Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.

8.9 Insurance.

- 8.9.1 All required insurance shall be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor's expense throughout the performance of the Work.
- 8.9.2 The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.

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

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

8.9.3.2 Commercial General Liability and Automobile Liability Insurance. Coverage for liability because of Bodily Injury and Property Damage including, but not limited to the following coverage:

- Completed Operations and Products Liability
- Bodily Injury
- Personal Injury
- Broad Form Property Damage Liability
- Contractual Liability insuring the obligations assumed by the Contractor under the Contract Documents
- Automobile Liability, including owned, non-owned and hired automobiles
- Coverage for the XCU hazards of Explosion, Collapse and Underground Hazards

8.9.3.3 Commercial General Liability Self-Insured Retentions:

- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability.
- Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

8.9.3.4 Commercial Umbrella Policy. The limits of insurance required in these Contract Documents may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured.

8.9.3.5 Builders Risk. The Contractor must, at the Contractor's own expense, maintain a builder's risk fire insurance policy, special form including extended coverage and vandalism, and malicious mischief endorsements. The policy must name the City and the Contractor as insureds. Such insurance must be carried in the amount of 100% of the Contract Price. In the event of a partial or total destruction by fire of any or all of the Work at any time prior to the completion and acceptance thereof, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's own cost and expense and at no cost to the City.

8.9.4 The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

8.9.5 The limits of the insurance required above will be at least:

Comprehensive General Liability

Bodily Injury Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate
Property Damage Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate

Comprehensive Automobile Liability

Bodily Injury Liability	\$2,000,000	each person
	\$2,000,000	each occurrence
Property Damage Liability	\$2,000,000	each occurrence

Builders Risk	issued for the value of the Contract Price
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8.9.6 For each insurance policy required under the Agreement except for the required workers compensation insurance policy, the Contractor must provide endorsements that add the City, its officials, officers, employees, agents and volunteers as an additional insured ("Additional Insured"). Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the City, and that the City's insurance will be excess of and not contribute to the insurance required to be furnished by the Contractor; that the City will receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause acceptable to the City. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

8.9.7 It shall be a requirement under these Contract Documents that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

#### 8.10 Indemnities.

8.10.1 The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes arising out of the Contractor's execution of the Work or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs

(including costs of defense and consultants' costs), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code and bodily injury or death) directly or indirectly arising from the Contractor's performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or in part by any act or omission of Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever, save for liability for any loss, damage, or expense arising out of the City's sole negligence or willful misconduct.

- 8.10.2 The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees, volunteers, agents and the Construction Manager and Architect for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.
- 8.10.3 The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.
- 8.10.4 Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 8.9. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.

8.10.5 Subject to the requirements of Section 5 of the General Provisions, the Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor's privities or agents.

8.10.6 The Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the Stormwater Pollution Prevention Plan ("SWPPP") in accordance with provision 12 of the Special Provisions. The City may withhold from amounts due or that may become due to the Contractor under this Contract amounts that equal or are estimated to equal the amount of claims, including fines, resulting from failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the SWPPP in accordance with provision 12 of the Special Provisions.

8.10.7 In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by the City. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.

8.10.8 The defense and indemnification obligations of these Contract Documents are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in these Contract Documents.

8.10.9 Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of these Contract Documents for the full period of time allowed by law.

8.10.10 If Contractor fails to perform any of the foregoing defense and indemnity obligations, the City may defend itself and back-charge the Contractor for the City's costs and fees (including attorneys' and consultants' fees), and damages and withhold such sums from progress payments or other Contract monies which may become due.

8.11 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work.

8.12 California Labor Code Requirements.

- 8.12.1 In accordance with California Labor Code Section 1771.1, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The Contractor and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.
- 8.12.2 In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.
- 8.12.3 In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- 8.12.4 The Contractor and its subcontractors will forfeit as a penalty to the City \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- 8.12.5 In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.
- 8.12.6 In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775 which establishes a

penalty of up to \$200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefor unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

- 8.12.6.1 The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- 8.12.6.2 The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
- 8.12.6.3 Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
- 8.12.6.4 Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
- 8.12.7 In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the

payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.

- 8.12.8 In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- 8.12.9 In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

8.13 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the City
- California Plumbing Code as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- California Mechanical Code as amended by applicable local ordinances for all construction work.
- California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.

- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies
- Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or Work

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

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

8.15 **Safety.**

8.15.1 In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code

Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the City, the Construction Manager, the Architect, nor the Engineer will be responsible for having hazards corrected and/or removed at the Work site. The Contractor agrees that the City will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

- 8.15.2 Review and inspection by the City, the Construction Manager, the Architect or Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.
- 8.15.3 The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.
- 8.15.4 Within ten (10) working days following notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.
- 8.15.5 The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

8.16 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section

4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

- 8.17 Contractor shall be responsible for properly notifying residents and property owners impacted by this project in accordance with City standards. Specific notification procedures vary with the type of work and shall be coordinated with the City before work begins. The City will furnish a list of impacted property owners.
- 8.18 Contractor shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

## 9. MEASUREMENT AND PAYMENT

- 9.1 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance.
- 9.2 Payment
  - 9.2.1 On or about the first day of each calendar month the Contractor will submit to the Construction Manager a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. **Billing must be received on a monthly basis, at a minimum.** Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.
  - 9.2.2 To be eligible for payment the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months, applications for payment will not be processed without certified payroll reports.
  - 9.2.3 In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the City,

along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3.8, or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.

- 9.2.4 Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.
- 9.2.5 The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:
  - 9.2.5.1 The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.
  - 9.2.5.2 No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
  - 9.2.5.3 No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.
  - 9.2.5.4 The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the

Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.

- 9.2.6 In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 9.2.5.
- 9.3 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for contractor overhead and/or profit established under the Agreement.
  - 9.3.1 Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work or in excess of the labor costs specified in Section 4.5 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
  - 9.3.2 Superintendent labor and clerical labor.
  - 9.3.3 Bond premiums.
  - 9.3.4 Insurance in excess of that required under Section 8.8.
  - 9.3.5 Utility costs.
  - 9.3.6 Work Site office expenses.
  - 9.3.7 Home office expenses.
  - 9.3.8 Permit or license costs.

9.4 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

- 9.4.1 Defective work not remedied or uncompleted work.
- 9.4.2 Claims filed or reasonable evidence indicating probable filing of claims.
- 9.4.3 Failure to properly pay subcontractors or to pay for material or labor.
- 9.4.4 Reasonable doubt that the Work can be completed for the balance then unpaid.
- 9.4.5 Damage to another contractor.
- 9.4.6 Damage to the City.
- 9.4.7 Damage to a third party.
- 9.4.8 Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- 9.4.9 Liquidated damages or other charges that apply to the Contractor under the Agreement.
- 9.4.10 Any other lawful basis for withholding payment under the contract.

9.5 Securities in Lieu of Retention.

- 9.5.1 In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.
- 9.5.2 Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of

payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.

- 9.5.3 Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.
- 9.5.4 The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

## 10. PROJECT ACCEPTANCE AND CLOSEOUT

- 10.1 Occupancy. The City reserves the right to occupy or use any part or parts or the entirety of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the City's rights to assess liquidated damages in accordance with Section 7 after the date of such occupancy or use.
- 10.2 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Construction Manager specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Construction Manager. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Builts), and any equipment operating and maintenance instructions and data, warranties.
- 10.3 Work Acceptance.
  - 10.3.1 All finished Work will be subject to inspection and acceptance or rejection by the City, the Construction Manager, and the Architect

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or Engineer and other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.

- 10.3.2 The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.
- 10.3.3 In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 4, above.
- 10.3.4 The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.
- 10.3.5 None of the provisions of this section, including acceptance of the Project, final payment, or use or occupancy of the Project Site shall constitute acceptance of Work not done in accordance with the Contract Documents nor relieve Contractor of liability relating to the express guarantees or responsibility for faulty materials or workmanship. Nothing in this section or the Contract Documents shall be construed to limit, relieve, or release Contractor's, subcontractors', and materials suppliers' liability to the City for damages sustained as a result of latent defects in materials, equipment, or the Work caused by the Contractor, its agents, suppliers, employees, or Subcontractors.

## 11. REMEDIES AND DISPUTES

- 11.1 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement

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and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor. Contractor shall not be entitled to an extension of the Time of Completion because of a delay in the performance of the Work attributable to the City's exercise of its rights under this section.

## 11.2 Termination for Cause

- 11.2.1 In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Contractor's control of the Work for any material breach of the Contract, including, but not limited to the following:
  - 11.2.1.1 If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
  - 11.2.1.2 If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
  - 11.2.1.3 If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
  - 11.2.1.4 If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
  - 11.2.1.5 If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Construction Manager, the Architect, or other authorized representatives of the City.
- 11.2.2 If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contractor's control of the Work will be given by registered or certified mail and specify the grounds for

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termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

- 11.2.3 Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- 11.2.4 Upon termination of the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- 11.2.5 If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will neither be liable for nor account to the Contractor

or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

- 11.2.6 If the Agreement or Contractor's control of the Work is terminated for any reason, Contractor waives all consequential damages resulting therefrom, including, but not limited to, the loss of any anticipated profit by the Contractor for the Work, the loss of profit on any potential or future jobs, and the loss of bonding capacity.
- 11.2.7 In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.
- 11.2.8 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall

have no greater rights than it would have following a termination for convenience. Any contractor claim arising out of a termination for cause shall be made in accordance with this section.

### 11.3 Termination for Convenience.

- 11.3.1 The City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that termination is in the City's best interest. Termination shall be effected by the City delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- 11.3.2 Contractor shall comply strictly with the City's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- 11.3.3 Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by: (i) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule; and (ii) offset by payments made and other contract credits. In connection with any such calculation, however, the City shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.
- 11.3.4 Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

### 11.4 Disputes.

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

- 11.4.1 In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the Contractor and the City:
  - 11.4.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede

notice requirements otherwise provided by contract for the filing of claims.

- 11.4.1.2 For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
  - 11.4.1.2.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
  - 11.4.1.2.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- 11.4.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
  - 11.4.1.3.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
  - 11.4.1.3.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- 11.4.1.4 If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15

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days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- 11.4.1.5 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- 11.4.1.6 This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 11.4.2 In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the City and the Contractor:
  - 11.4.2.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
  - 11.4.2.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code.

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The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

11.4.3 In accordance with California Public Contract Code Section 20104.6:

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

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

## 11.5 Non-Waiver.

11.5.1 Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or

waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

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

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Fort Bragg Municipal Improvement District No. 1  
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General Provisions

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

**CONTRACT, PART 3**

**SPECIAL PROVISIONS**

**12. SPECIAL PROVISIONS**

**12.1 Description of Work.**

The Work in general consists of The Fort Bragg Wastewater Treatment Plant is looking to replace the metal structure that currently houses the biosolids dryer. The new building will be approximately 24' x 40' and will be constructed in the same footprint as the existing building with similar features including two new rolling service doors. This project includes demolition and disposal of existing metal building, foundation repairs, and construction of a new wood frame structure with cement fiber siding and membrane roof. Contractor will be required to protect existing equipment and power systems in place and incorporate them into the building per plan and other such items of work as are required to complete the project in accordance with this Contract, the Project Plans and Technical Specifications.

The estimate of the quantities of work to be done is approximate only, being as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the Construction Manager.

Incidental items of construction necessary to complete the whole Work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Technical Specifications and not specifically referred to in this section, will be understood to be furnished by the Contractor.

**12.2 Construction Limitations.**

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

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

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

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

### 12.3 Storm Water Pollution Prevention.

All proposed development associated with this project shall be compliant with the Fort Bragg Municipal Code (FBMC) sections 17.64 [Stormwater Runoff Pollution Control] Standards for development and section 12.14 [Drainage Facility improvements].

The contractor shall implement stormwater management practices throughout the construction phase to minimize erosion and sedimentation, comply with all local, state, and federal regulations, and protect water quality.

1. General Requirements. The contractor must comply with all applicable water pollution control laws, regulations, and ordinances. The contractor shall implement Best Management Practices (BMPs) to minimize water pollution during construction activities.
2. Temporary Erosion and Sediment Control. Install BMPs appropriate to the site, such as silt fences, straw bales, stabilized construction entrances, and/or sediment traps around the work area to prevent soil erosion and sediment runoff. Grading operations shall be conducted in a manner that reduces the potential for erosion.
3. Inlet Protection. Install inlet protection devices (such as filter fabric or gravel bags) at storm drain inlets to filter sediment from stormwater runoff before entering the drainage system.
4. Site Management. Designate a concrete washout area to prevent contaminated runoff from entering water bodies. Maintain all equipment to prevent leaks and spills, and have spill containment measures in place on-site.

5. Material Handling and Storage. Store chemicals, fuels, lubricants, and any potential pollutants in covered areas to prevent exposure to rainwater. Ensure that any storage containers are in good condition and meet environmental standards.
6. Maintenance. Inspection and maintenance of all stormwater controls shall occur weekly, both before and after rainfall events (greater than 0.5 inches). Remove accumulated sediment and debris from erosion and sediment control measures to ensure continued functionality.
7. Monitoring and Reporting. The contractor shall conduct routine inspections of erosion and sediment control measures. Any spills or leaks must be reported immediately to the City Construction Project Manager and managed according to established protocols.

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

Any fines, damages, Work delays or other impacts that result from 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.

#### 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 shutdown of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Construction Manager.

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

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

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

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

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

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

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

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

#### 12.5 Public Safety.

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

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

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

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

Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in

the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

12.6 Protection of Existing Facilities and Property.

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

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

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

The Project Plans show the underground utilities on the site of the construction insofar as they are known to the City. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.

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

relocated or whether the Contractor must work around the existing utility. Subject to Section 5 of the General Provisions, the Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to CITY OF FORT BRAGG Public Works Standard Specifications and Details under the direction of and subject to the acceptance by the Construction Manager.

Subject to Section 5 of the General Provisions, should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the City may take any actions necessary to protect such facilities from the Contractor's operations. Subject to Section 5 of the General Provisions, the City may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due the Contractor.

#### 12.7 Preconstruction Conference.

A pre-construction conference will be scheduled, at which time the Contractor must present his or her proposed work schedule in accordance with Section 3.8 of the General Provisions, information concerning offsite yards, Subcontractors, location of disposal and stock pile areas, and traffic control plans. All such schedules will be subject to the approval of the Construction Manager and the applicable agencies.

City will schedule and administer intermittent progress meetings throughout duration of work. City will determine the location and time for the meetings.

#### 12.8 Owner Notification.

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

#### 12.9 Emergency Service Providers Notifications.

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

12.10 Clean up.

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

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

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

12.11 Payment.

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

12.12 Construction Staking.

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

12.13 Materials Testing Allowance.

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

12.14 Obstructions.

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

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

Prior to starting the Work, the Contractor must (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at 811, and

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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.

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All roots two inches (2") in diameter and larger left in place must be wrapped with burlap to prevent scarring or excessive drying. When it is necessary to cut limbs and branches of trees to provide clearance for equipment used in construction, the Contractor must repair the damaged areas by properly painting with an emulsified asphalt type seal. All cuts through 1/2" or larger roots and limbs must be hand trimmed and cleanly cut before being repaired.

#### 12.19 Surplus Material.

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

#### 12.20 Cultural Resources.

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

#### 12.21 Historical Finds.

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

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

the value of the potential cultural resources. The "Stop Work Order" will contain the following:

- a. A clear description of the Work to be suspended;
- b. Any instructions regarding issuance of further orders by the Contractor for materials services;
- c. Guidance as to action to be taken regarding Subcontractors;
- d. Any direction to the Contractor to minimize costs; and
- e. Estimated duration of the temporary suspension.

4. If the archaeologist determines the potential find is a bona fide cultural resource, the Construction Manager may extend the duration of the "Stop Work Order" in writing, and if so the "Stop Work Order" will remain in effect and Work subject to the "Stop Work Order" may not resume until authorized by the Construction Manager.

#### 12.22 Cultural Resources Defined.

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

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

#### 12.23 Construction Manager's Discretion.

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

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: \_\_\_\_\_

Fort Bragg Municipal Improvement District No. 1  
Project No. WWP-00027  
Construction Performance Bond

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
  - 3.1 City provides Surety with written notice that City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 City has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without City's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to City for a contract for performance and completion of the Construction Contract and, upon determination by City of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by City and the contractor or Contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety

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

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

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

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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Fort Bragg Municipal Improvement District No. 1  
Project No. WWP-00027  
Construction Performance Bond

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

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**SURETY**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**END OF DOCUMENT**

Fort Bragg Municipal Improvement District No. 1  
Project No. WWP-00027  
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

Fort Bragg Municipal Improvement District No. 1  
Project No. WWP-00027  
Construction Labor & Material Payment Bond

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

(Corporate Seal)

PRINCIPAL

By: \_\_\_\_\_

(Acknowledgement)

Title: \_\_\_\_\_

(Corporate Seal)

SURETY

By: \_\_\_\_\_  
(Attorney-in-fact)

(Acknowledgement)

Title: \_\_\_\_\_

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

**END OF DOCUMENT**

## EXHIBIT A

### CLAIMS PROCEDURE

#### SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

#### Initial Review

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

#### Meet & Confer

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

#### Mediation

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

#### Miscellaneous Provisions

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



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin Street, Fort Bragg, CA 95437

Phone: (707) 961-2823 Fax: (707) 961-2802

[www.FortBragg.com](http://www.FortBragg.com)

### **CERTIFICATE OF COMPLETION**

All items of work and the provisions of the contract executed with Argonaut Constructors, Inc for the 2025 Pavement Preservation Project dated June 25, 2025, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of June 23, 2025.

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

Signed by:

A blue ink signature of the name "Chantell O'Neal".

714E1085226D467...

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Chantell O'Neal  
Assistant Director of Engineering

DATED: December 17, 2025.

### **EXHIBIT "A"**