CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR
Mill Site Traffic & Congestion Study
Proposals Due – July 30, 2019

The City of Fort Bragg is seeking proposals from qualified firms and individuals interested in contracting with the City of Fort Bragg to prepare a traffic and congestion study based on the maximum build-out of the City’s proposed Mill Site Land Use Plan. The Mill Site encompasses roughly between 410 and 420 coastal acres within the City of Fort Bragg. The lumber operation for this site was shuttered in 2002. Since that time the City has acquired 115 acres for the Noyo Headlands Park, which has been developed into a passive recreation facility with high visitation rates. The City has been engaged in a planning process since 2017 to rezone the remaining 295 acres with a mix of zoning types. The City has prepared a build-out analysis for the proposed zoning which would result in the following maximum level of development intensity.

Table 1: Maximum Development - Proposed Land Use Plan (6-15-2019)

| Total Parks and Open Space (acres) | 201 |
| Rights of Way | 31 |
| Total Urban Reserve | 100,000 SF | 79.3 |
| Total Housing Units | 473 Units | 21.8 |
| Total Housing (Square Feet) | 521,640 SF |
| Industrial Development (SF) | 798,542 SF | 51.45 |
| Commercial & Institutional (SF) | 1,125,023 SF | 35.8 |
| Total Hotel Rooms | 294 Rooms |
| Total Jobs | 2,884 Jobs |
| Total Development | 2,445,205 SF | 420.35 |

The Land Use Plan is still under discussion and could potentially be further revised in the coming two months. Please see the draft Land Use Plan on the next page. The City Council and the Planning Commission have expanded their areas of agreement regarding the amount and placement of new zoning and staff anticipates a final Land Use Plan by September. This RFP is being released now so that traffic counts may be completed during the high tourism season in Fort Bragg, which is July and August when traffic flows are the highest. Once the Land use Plan is complete and both City Council and the Planning Commission have decided on the various land uses, the consultant will be able to start the remainder of the work.

The traffic study will be utilized by City staff and the Coastal Commission to better understand:

1. The change in Vehicle Miles Traveled (VMT) pre and post development;
2. Level of Service (LOS) that would occur with maximum build-out of the proposed Mill Site Reuse Plan at key intersections; and
3. Congestion on highway segments outside of the City.
All of these goals are further defined in the Scope of Work below.
CONSULTANT QUALIFICATIONS

Consultants with the following experience are preferred:

1. Experience developing VMT models for small communities of less than 10,000 residents; and
2. Knowledge of the upcoming modifications to CEQA Section 15064.3 and related requirements or guidance; and
3. Experience analyzing the impact of large projects on highway congestion in rural areas, especially in the Coastal Zone.

SCOPE OF WORK

This contract would consist of the following tasks:

1. **Project Management.** The consultant team should designate one Project Manager for this project. The project manager will be responsible for all communications with City Staff, refining the work program, monitoring the project schedule, providing regular progress reports and invoices. The Project Manager should also prepare the Administrative Draft and Final traffic/congestion analysis. Staff anticipates requiring a check-in conference call at least once a month during the length of this consultation engagement to monitor progress and answer questions.

2. **Review Existing Documents.** The consultant shall review the City’s proposed Land Use Plan and maximum build-out analysis for the former GP Mill Site, as well as the Circulation Element of the City’s proposed Coastal General Plan Amendment and Caltrans highway planning documents.

3. **Attend a Kick-Off Meeting.** The consultant shall meet with City staff to review and discuss the Land Use Plan, maximum build-out analysis, and proposed circulation network and discuss the project scope and schedule.

4. **Methodology.** The traffic analysis shall comply with upcoming changes in CEQA requirements for evaluating transportation impacts as originally described in SB 743 (2013) and more specifically spelled out in CEQA Section 15064.3. In addition, the Governor’s Office of Planning and Research (OPR) *Technical Advisory* for implementing CEQA Section 15064.3 shall be utilized. While automobile delay (Level Of Service – LOS) and congestion will no longer treated as a significant impact under CEQA, these aspects of transportation impacts continue to be important considerations for the City and the California Coastal Commission. In general, all modes of transportation need to be considered, including: automobiles, trucks, transit, bicycles, and pedestrians.

5. **Traffic Congestion Analysis.** The consultant shall prepare three complementary analyses of the effect of the buildout of the Land Use Plan on LOS, Congestion on rural highways, and VMT. As you prepare your scope of work please provide a separate cost for each of these studies.

   a. **Analyze LOS.** The consultant shall establish the existing LOS at the following intersections and roadway segments, as requested by Coastal Commission staff and City Council:

      i. The intersection of Main and Elm Street;
      ii. The intersection of Main and Spruce Street;
      iii. The intersection of Main and Fir Street;
      iv. The intersection of Main and Pine Street;
      v. The intersection of Main and Laurel Street;
      vi. The intersection of Main and Redwood Street;
      vii. The intersection of Main and Maple Street;
      viii. The intersection of Main and Cypress Street;
      ix. The Intersection of Highway 1 and Highway 20;
x. The intersection of Highway 1 and Pudding Creek Road.

Traffic counts shall be collected in accordance with industry standards. Counts should be collected between July 30 and September 15, during peak tourism season. Counts should be collected for at least two days, preferably Friday and Saturday. Peak traffic shall be identified on Friday, including: during AM (7 a.m. to 9 a.m.) and PM (4 p.m. to 6 p.m.) peak hours. A count on Saturday from 10:00 a.m. to 3:00 p.m. is also required.

Based on the maximum build-out analysis of the Land Use Plan, future cumulative development and the established existing LOS, the consultant shall determine the future LOS at the intersections and roadway segments identified above.

b. **Determine Level of Congestion or Street Segment Analysis (Increase in Daily Traffic).** The Street Segment Analysis is intended to address impacts to the rural quality of Highway 1 and Highway 20 from traffic intrusion per the Coastal Act. The analysis of congestion shall be consistent with the requirements of the Coastal Act. The City’s Coastal General Plan includes the following policy regarding rural traffic congestion:

**Policy C-2.7:** Consider Impacts to Roads for LCP Amendments. Direct, indirect, and cumulative adverse impacts to Highway 1 capacity in the rural areas surrounding Fort Bragg shall be considered during the review of proposed LCP amendments that would increase density or change land use classifications to ensure that Highway 1 in rural areas outside the Mendocino County urban/rural boundary remains a scenic two-lane road consistent with Section 30254 of the Coastal Act.

An Average Daily Traffic (ADT) analysis should be completed to measure the relative change in daily traffic on highway segments resulting from an increase in trips or a change in access that alters existing traffic patterns from the build-out of the Mill Site Land Use Plan. This analysis shall break out the effects on truck traffic.

The consultant should establish the existing and future level of congestion (vehicles per hour) at the following roadway segments:

i. The segment of Highway 1 between Cypress Street and Highway 20;
ii. The segment of Highway 1 between Highway 20 and the Hare Creek Bridge;
iii. The segment of Highway 1 between Hare Creek and Fern Creek Road;
iv. The segment of Highway 1 between the northern City limits of Fort Bragg and Cleone;
v. The three mile long segment of Highway 20 extending west from Highway 1.

The future level of congestion (vehicles per hour) should be based on existing development plus the build-out of the Mill Site Land Use Plan and cumulative development. The City will supply all buildout numbers.

c. **Determine Vehicle Miles Traveled.** VMT analysis shall be in accordance with CEQA Section 15064.3. The Consultant shall examine and then select the most appropriate methodology to evaluate the Project’s VMT. Appropriate metrics and thresholds shall be developed. At this time, there are no local or regional transportation models that apply to the Fort Bragg area. VMT assumptions, methodology, thresholds, and results shall be fully documented and explained. Potential VMT mitigation options shall be clearly described and include trip reduction strategies or other effective mitigations. Any analysis involving State Green House Gas (GHG) reduction goals shall minimize reliance on detailed, quantitative modeling. Potential conflicts between the City’s Coastal General Plan and the State’s GHG reduction goals shall be identified and potential resolutions identified. It is
important that methodologies and thresholds developed as part of the transportation analysis for the Project be applicable for future City use as much as practical.

6. **Recommend Changes to the Circulation Plan.** Based on the requirements of the Coastal Act, Caltrans highway planning documents and the City’s Coastal General Plan, the consultant should recommend any changes to the Circulation Plan for the Land Use Plan. Additionally, the consultant should also recommended changes to the Circulation Element of the Coastal General Plan so that it complies with the new VMT analysis required by CEQA. A copy of the City’s proposed Circulation Element is included as Exhibit A.

7. **Draft Report.** The consultant will submit an administrative draft of the report for staff review and comment. The draft report should include an analysis and relevant background data for the scope of work described in #4 and #5 above.

8. **Final Report.** The consultant will submit a final report that is responsive to staff comments on the administrative draft report.

9. **Presentation to City Council.** The consultant shall provide a brief summary presentation to City Council (20 minutes) of the key findings of the traffic and congestion study as well as any recommended changes to the Land Use Plan and the Circulation Element of the Coastal General Plan.

10. **Electronic and Paper Copies.** The consultant shall submit both electronic and hard copies of the finished product in Microsoft Word and all GIS maps or other original software formats. Three paper copies of the final report will also be required.

**RFP SCHEDULE**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>July 9, 2019</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>July 23, 2019</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>July 30, 2019</td>
</tr>
<tr>
<td>Interviews</td>
<td>August 5, 2019</td>
</tr>
<tr>
<td>Council Approval</td>
<td>August 12, 2019</td>
</tr>
</tbody>
</table>

**PROPOSAL SUBMITTAL REQUIREMENTS**

1. Proposers should send a complete digital proposal, collated into one PDF document, and two printed copies of the completed proposals and cost bid so that it is received by the City no later than **2:00 p.m. on July 30, 2018** to:
   - City of Fort Bragg
   - Attention: June Lemos, CMC, City Clerk
   - 416 North Franklin Street
   - Fort Bragg, CA 95437
   - jlemos@fortbragg.com

2. Format: Printed proposal should be 8½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under contents.

3. Contents: Proposal shall contain the following information:
   A. **Firm Description**
      Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
   B. **Relevant Experience**
      Describe relevant experience preparing the requested traffic analyses for other public agencies.
   C. **Key Personnel Qualifications**
      Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.
   D. **References**
List of three public agencies or clients for whom similar work has been performed, with the name, title and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.

E. Scope of Work
Provide an explanation of tasks associated with the project, including how you propose to complete each task.

F. Budget and Schedule of Charges
Provide a “Not to Exceed” amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and Job Descriptions for Personnel. Please provide a budget line item for each element of the scope of work including line items for #5a, #5b and #5c. Please provide a per intersection cost for LOS counts for all intersections identified in Item #5 of the Scope of Work. Depending on the total budget the City may have to opt out of some of the intersection counts.

G. Work Schedule
Provide a time schedule for completion of work. Work should be completed by April of 2020.

H. Insurance
The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 13 of Exhibit B which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. The cost of such insurance shall be included in the consultant’s proposal.

I. Consultant Agreement
The City’s standard consultant services agreement is attached as Exhibit B. Please identify if your firm would have any issues with the provisions of the City’s standard consulting services agreement. All requests for amendments to language in the agreement must be included in the proposal.

EVALUATION CRITERIA
Proposals will be evaluated on the basis of the following criteria:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- Schedule for completion of work.
- Cost of proposal.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for award of contract will be presented to the Fort Bragg City Council.

OTHER CONSIDERATIONS
The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

QUESTIONS
Questions should be directed to:
Marie Jones  
Community Development Director  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437  
(707) 961-2827  
Email: mjones@fortbragg.com

**ATTACHMENTS**

Exhibit A – Proposed Circulation Element of Fort Bragg General Plan

Exhibit B – City’s standard Professional Services Agreement
5. CIRCULATION ELEMENT

A. Purpose

Government Code Section 65302[b] requires that every General Plan include a Circulation Element which consists of "the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, and other local public utilities and facilities, all correlated with the Land Use Element of the Plan."

Government Code Section 65302[b] also requires all jurisdictions to plan for an integrated multi-modal transportation network of complete streets in their General Plan. Complete streets are designed for the needs of all users regardless of age or ability or whether they are driving, walking, bicycling, or taking transit. Complete streets are designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists and transit riders of all ages and abilities must be able to safely move along and across a complete street.

The Circulation Element discusses multi-modal transportation issues for the Fort Bragg Planning Area; it briefly describes the existing multi-modal circulation system and travel characteristics and projects future traffic and multi-modal transportation challenges based on the land uses and growth projections described in the Land Use Element. Policies and programs contained in this element provide a guide for decisions regarding multi-modal transportation system improvements to accommodate Fort Bragg's anticipated growth. Detailed description and analysis of Fort Bragg's transportation system are contained in the Draft EIR.

The main objectives of the Circulation Element are to:

- Support the efficient and safe circulation of people, goods, energy, water, sewage, storm drainage and communications;

- Plan for the balanced multi-modal transportation network that meets the needs of all users of the circulation system, including: bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, public transit users, and seniors;

- Ensure that Fort Bragg's circulation network accommodates anticipated development;

- Minimize the intrusion of through-traffic onto local streets; and

- Provide improvements to the transportation system which complement and support the other goals of this General Plan.

B. Existing Conditions

1. Roadway Classifications

The street system in Fort Bragg is laid out in a grid pattern with Main Street (Highway One) functioning as the primary north-south roadway. Franklin Street is located one block east of Main Street and provides access along the main commercial corridor. A number of streets, including Cypress Street, Chestnut Street, Oak Street, Redwood Avenue, Pine Street, and Elm
Street provide east-west connections. Streets in Fort Bragg are classified according to their function as defined and shown in Table C-1 and Map C-1: Existing Roadway System.

The Roadway Classification System

Highway: A high-speed, limited access roadway serving primarily regional and county-wide travel. California State Department of Transportation (Caltrans) controls the design, operation, and maintenance of highways. Fort Bragg does not have any limited access roadways.

Arterial: A medium-speed, medium capacity roadway that provides travel and access within the City and access to highways. Main Street (Highway One) and Highway 20 are considered arterial roadways.

Major Collector: A relatively low-speed, street that provides access within and between neighborhoods. Major Collectors usually serve short trips and are intended for collecting trips from local streets and distributing them to Arterial streets.

Minor Collector: A relatively low-speed street that provides a connection between Arterials and Major Collectors and direct access to parcels. They handle a lower volume of traffic than Major Collectors.

Local Street: A low-speed, low-volume street that provides access to adjacent land. Local streets are designed for trips within neighborhoods and to Collector and Arterial streets, and not to serve through-traffic.

<table>
<thead>
<tr>
<th>Roadway Classification</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arterials</td>
<td></td>
</tr>
<tr>
<td>Main Street (Highway 1)</td>
<td>Full Length</td>
</tr>
<tr>
<td>Highway 20</td>
<td>Full Length</td>
</tr>
<tr>
<td>Major Collectors</td>
<td></td>
</tr>
<tr>
<td>Chestnut Street</td>
<td>Main Street to Franklin Street</td>
</tr>
<tr>
<td>Franklin Street</td>
<td>Full Length</td>
</tr>
<tr>
<td>Redwood Avenue</td>
<td>Main Street to Harold Street</td>
</tr>
<tr>
<td>Oak Street</td>
<td>Alley West of Main Street to Harold Street</td>
</tr>
<tr>
<td>Minor Collectors</td>
<td></td>
</tr>
<tr>
<td>Chestnut Street</td>
<td>Franklin Street to Dana Street</td>
</tr>
<tr>
<td>Maple Street</td>
<td>Main Street to Lincoln Street</td>
</tr>
<tr>
<td>Alder Street</td>
<td>Main Street to Harold Street</td>
</tr>
<tr>
<td>Laurel Street</td>
<td>Block West of Main Street to Harold Street</td>
</tr>
<tr>
<td>Pine Street</td>
<td>Stewart Street to Harold Street</td>
</tr>
<tr>
<td>Fir Street</td>
<td>Stewart Street to Harold Street</td>
</tr>
<tr>
<td>Elm Street</td>
<td>Glass Beach Drive to Franklin Street</td>
</tr>
<tr>
<td>McPherson Street</td>
<td>Chestnut Street to Bush Street</td>
</tr>
<tr>
<td>Harrison Street</td>
<td>Walnut Street to Bush Street</td>
</tr>
<tr>
<td>Harold Street</td>
<td>Maple Street to Fir Street</td>
</tr>
<tr>
<td>Lincoln Street</td>
<td>Chestnut Street to Willow Street</td>
</tr>
<tr>
<td>Sanderson Way</td>
<td>Chestnut Street to Oak Street</td>
</tr>
<tr>
<td>Dana Street</td>
<td>Chestnut Street to Oak Street</td>
</tr>
<tr>
<td>Cypress Street</td>
<td>Full Length</td>
</tr>
<tr>
<td>South Harbor Drive</td>
<td>Full Length</td>
</tr>
<tr>
<td>South Street</td>
<td>Main Street to River Drive</td>
</tr>
<tr>
<td>Local Streets</td>
<td></td>
</tr>
</tbody>
</table>

All remaining streets will be considered local streets.
2. Roadway Vehicle Miles Traveled Standards

Level of Service (LOS) standards provide a qualitative indicator based on a quantitative analysis of the functional capacity of a roadway or intersection. LOS standards describe the relative ease or congestion of traffic movement on a roadway or at an intersection. LOS "A" represents free flow conditions and LOS "F" represents jammed conditions where traffic flow is at or over the capacity of the roadway and consequently moves very slowly. Table C-2 below explains in more detail the LOS concept. LOS is normally used to describe peak-hour conditions.

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Description</th>
<th>V/C Ratio*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free Flowing LOS A</td>
<td>Relatively free-flow. No restrictions to vehicle maneuverability or speed. Very slight delay.</td>
<td>0.00-0.60</td>
</tr>
<tr>
<td>Minimal Delays LOS B</td>
<td>Stable Flow. Some slight reduction in maneuverability and speed. Vehicle platoons form. This is a suitable level of operation for rural design. Slight delay</td>
<td>0.61-0.70</td>
</tr>
<tr>
<td>Acceptable Delays LOS C</td>
<td>Stable flow operation. Higher volumes. More restrictions on maneuverability and speed. Acceptable delay.</td>
<td>0.71-0.80</td>
</tr>
<tr>
<td>Tolerable Delays LOS D</td>
<td>Approaching unstable flow operation. Queues develop. Little freedom to maneuver. Tolerable delays for short periods.</td>
<td>0.81-0.90</td>
</tr>
<tr>
<td>Significant Delays LOS E</td>
<td>Unstable flow or operation. Low operating speed; momentary stoppages. This condition is not uncommon in peak hours. Congestion and intolerable delays.</td>
<td>0.91-1.00</td>
</tr>
<tr>
<td>Excessive Delays LOS F</td>
<td>Forced flow or operation. There are many stoppages. The highway acts as a vehicle storage area. Jammed. Gridlock.</td>
<td>1.00+</td>
</tr>
</tbody>
</table>


3. Vehicle Miles Traveled

C. Existing and Projected Traffic Patterns

Fort Bragg is built along Highway One which is also called Main Street within the City. Highway One is the only continuous north-south road serving the north coast of Mendocino County, providing a local transportation corridor for many communities and the primary access route for visitors. Traffic volumes on this roadway have increased steadily over the years.

Traffic into and out of Fort Bragg is constrained by the capacity of two bridges: Hare Creek and Pudding Creek, and by the two-lane (i.e., one through lane in each direction) roadway sections along Highway One. The Hare Creek and Pudding Creek bridges are limited to one lane of traffic in each direction.

The most congested street in the City is Main Street between the northbound merge area located just south of Laurel Street through Elm Street. The northbound section of this road currently operates at LOS D to LOS E during peak hours.

The Noyo River Bridge is a four lane bridge with a center lane for emergency vehicles and a sidewalk on both sides. The bridge provides access at the south end of the City and to Highway 20 and operates at LOS A.
Although the volume of traffic on Main Street has increased over the past few years, intersections with traffic signals – Highway 20, Ocean View Drive, Cypress Street, Chestnut Street, Oak Street, Laurel Street, Elm Street, and Redwood Avenue - are operating at LOS B or better. The side street stop sign controlled intersections with Main Street are also operating at LOS B or better for traffic traveling on Main Street, although traffic turning onto Main Street from some side streets can experience LOS D, E, or F during peak hours.

D. Projected Traffic Volumes

Land use and transportation must be coordinated so that the capacity of the transportation system will accommodate the traffic generated by the development of the community. To understand the relationship between land use and transportation, the new traffic that would be generated by the 10-year buildout projections listed in Table LU-1 and Table LU-2 of the Land Use Element was added to existing traffic volumes on major streets. See the Draft EIR for the General Plan for a full description of the trip generation and trip assignment methods that were used.

Table C-3: City, SOI, Coastal General Plan Area 2023 Build Out Potential

<table>
<thead>
<tr>
<th>Use</th>
<th>City Existing Development</th>
<th>SOI Existing Development</th>
<th>New Construction in City</th>
<th>New Construction in SOI</th>
<th>New Construction in Inland Area</th>
<th>New Construction in SOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential (units)</td>
<td>3,313</td>
<td>200</td>
<td>250</td>
<td>15</td>
<td>188</td>
<td>15</td>
</tr>
<tr>
<td>Single Family &amp; Second Units</td>
<td>2,078</td>
<td>200</td>
<td>150</td>
<td>14</td>
<td>113</td>
<td>14</td>
</tr>
<tr>
<td>Multifamily</td>
<td>1,233</td>
<td>0</td>
<td>100</td>
<td>0</td>
<td>75</td>
<td>0</td>
</tr>
<tr>
<td>Commercial/Office (Square Feet) *</td>
<td>1,556,000</td>
<td>0</td>
<td>143,000</td>
<td>0</td>
<td>100,100</td>
<td>0</td>
</tr>
<tr>
<td>Industrial (Square Feet) **</td>
<td>316,000</td>
<td>0</td>
<td>20,000</td>
<td>0</td>
<td>10,000</td>
<td>0</td>
</tr>
<tr>
<td>Lodging (Rooms)</td>
<td>999</td>
<td>15</td>
<td>100</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>


* 2010 estimate for commercial/office includes 2002 General Plan estimate plus new development over the past ten years

**2010 estimate excludes industrial buildings on the Mill Site, which is being decommissioned and redeveloped into non-industrial uses

The traffic projections take into account the type and intensity of existing and future development, areas of vacant developable land, and the policies established by the Coastal General Plan. The traffic projections estimate how much traffic will be generated by new development, what traffic problems will occur, and what roadway improvements would relieve traffic congestion. This projected traffic increase would be generated by development within the City and its Sphere of Influence, new development in the County, and tourist traffic which will continue to increase in Fort Bragg and the coastal areas of Mendocino County.

The traffic projections include the existing roadway network as shown in Map C-1.

Tables C-3 and C-4 summarize the Levels of Service for roadway segments and intersections for a summer Friday mid-day peak hour when traffic is generally the most congested. These tables show the projected LOS without the roadway improvements recommended in this element.

E. Roadway Deficiencies
Traffic projections in Tables C-3 and C-4 indicate that, without intersection signalization and roadway widening, Levels of Service will decline at several intersections and roadway segments below the standards established by the General Plan. The recommended transportation improvements recognize that it may not be feasible to accommodate all of the projected traffic at established LOS standards. This would require extensive street widening on Main Street between the northbound merge area (south of Spruce due to the loss of on-

F. Existing Conditions Sidewalks & Bicycle Facilities

Fort Bragg sidewalk widths vary, primarily on the basis of the street type and sometimes based on the width of the ROW. Some streets have discontinuous sidewalks, sidewalks on one side of the street or substandard sidewalks. The City has Class I, II, and III bicycle facilities. The City intends to further improve its bicycle, pedestrian, and transit facilities as follows:
• Facilitate better public transit, transit stops, and transit convenience;
• Increase number, extent and types of bicycle routes;
• Provide safe and complete sidewalks throughout the City; and
• Provide a mix of land use designations which reduce the need to drive from home to work, schools, and/or commercial outlets.

By improving and providing alternatives to the car, the City serves all residents by: 1) reducing automobile traffic; 2) providing equitable transportation facilities for those without an automobile; and 3) providing transportation alternatives that improve citizen health and enjoyment while conserving energy and reducing air and noise pollution.
G.  Goals, Policies and Programs

The following policies demarcated with the Fort Bragg City seal: are not part of the certified LCP and do not govern the review and approval of coastal development permits: Policy C-2.11, Policy C-9.4, Policy C-9.7, Policy C-12.1, Policy C-12.1, Policy C-12.3, Policy C-13.1, and Policy C-15.1.

Goal C-1  Complete Street Planning.

Policy C-1.1: Balance the need of all users. The City shall balance the need to increase motor vehicle capacity with the need for complete streets that provide facilities for bicycle and pedestrian circulation and commercial viability.

Policy C-1.2 Complete Streets: New development, that includes new streets or street segments, shall build multi-modal “complete streets” that are designed for the safety and comfort of cyclists and pedestrians, including children, the elderly, and people with disabilities, consistent with US Department of Transportation complete streets guidelines.

Program C.1.2.1: City street construction and re-construction projects shall provide facilities for all modes of transportation, where feasible.

Program C1.2.2: Through the Capital Improvement Plan and related impact fees, the City shall ensure that adequate funds are provided to maintain the existing circulation network, and where feasible upgrade it to “complete street” design.

Program C-1.2.3: Walking and bicycling shall be integrated into the city's circulation network and included in all new projects.

Complete streets in Central Business District

1.  Automobile and Delivery Vehicle Planning

Goal C-2 Coordinate land use and transportation planning.
Policy C-2.1 Level of Service Standards: Establish the following Level of Service (LOS) standards:

Vehicle Miles Traveled Standards

<table>
<thead>
<tr>
<th>Intersection Type</th>
<th>LOS</th>
</tr>
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<tbody>
<tr>
<td>Signalized and All-Way-Stop Intersections Along Highway One</td>
<td>LOS D</td>
</tr>
<tr>
<td>Side Street Stop Sign Controlled Intersections Along Highway One (Side Street Approach)</td>
<td>LOS D, or LOS F if there are less than 15 vehicles/hour left turns plus through movements from the side street and the volumes do not exceed Caltrans rural peak hour signal warrant criteria levels.</td>
</tr>
<tr>
<td>Signalized and All-Way Stop Intersections Not Along Highway One</td>
<td>LOS C</td>
</tr>
<tr>
<td>Side Street Stop Sign Controlled Intersections Not Along Highway One (Side Street Approach)</td>
<td>LOS C, or LOS E if there are less than 15 vehicles/hour left turns plus through movements from the side street and the volumes do not exceed Caltrans rural peak hour signal warrant criteria levels.</td>
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</tbody>
</table>

- If volumes at an un-signalized intersection are increased to meet or exceed Caltrans rural peak hour signal Warrant #11 criteria levels and the intersection is operating at an unacceptable level of service, then signalization of the intersection is warranted.
- LOS E for Main Street (Highway One) between the northbound lane merge area and Manzanita Street.
- LOS D for Main Street south of the northbound merge lane and north of Manzanita Street and other City-designated arterials and collectors.
- LOS C on all City-designated local streets.
- The maximum allowable LOS standards for Main Street apply to the p.m. peak hour weekdays during the summer and to the p.m. peak hour on weekdays and weekends during the remainder of the year. They do not apply to p.m. peak hours on weekends and holidays during the summer. During the p.m. peak hours on summer weekends and holidays, Main Street can operate at LOS F.

Policy C-2.2 Coordinate Land Use and Transportation: Ensure that the amount and phasing of development can be adequately served by transportation facilities.

Program C-2.2.1: Review development proposals for their direct and cumulative effects on roadway Level of Service standards. During the development review process, City staff will determine whether traffic studies need to be carried out and the scope of such studies.

Policy C-2.3: Do not permit new development that would result in the exceedance of roadway and intersection Levels of Service standards unless one of the following conditions is met:
a) Revisions are incorporated in the proposed development project which prevent the Level of Service from deteriorating below the adopted Level of Service standards; or

b) Funding of prorata share of the cost of circulation improvements and/or the construction of roadway improvements needed to maintain the established Level of Service is included as a condition or development standard of project approval.

Policy C-2.4: Include specific time frames for the funding and completion of roadway improvements for projects which cause adopted roadway and intersection Level of Service standards to be exceeded. Require security, bonding or other means acceptable to the City to ensure the timely implementation of roadway mitigations.

Policy C-2.5: Traffic Impact Fees. When traffic impact fees are collected, establish a schedule from the date of collection of said fee for the expenditure of funds to construct roadway improvements that meets project needs. Where a project would cause a roadway or intersection to operate below the adopted traffic Level of Service standards, the roadway or intersection improvements should be completed in a timely manner but no later than five years after project completion.

2. Recommended Roadway Improvements

Goal C-3 Develop and manage a roadway system that accommodates future growth and maintains acceptable Levels of Service while considering the other policies and programs of the Coastal General Plan.

Policy C-3.1 Roadway Improvements: In coordination with Caltrans and Mendocino County, plan for and seek funding for on-going improvements to the local and regional road system to ensure that the roadway system operates safely and efficiently and to ensure that Highway 1 in rural areas outside the Mendocino County urban/rural boundary will remain a scenic two-lane road consistent with Section 30254 of the Coastal Act. Project applicants are fiscally responsible for their fair share of roadway improvements necessary to serve their projects.

Policy C-3.2: Improvements to major road intersections for public safety or increased vehicle capacity shall be permitted, as necessary, in existing developed areas and where such improvements are sited and designed to be consistent with all policies of the LCP.

Policy C-3.3: Design Roadways to Protect Scenic Views. In scenic areas, roadway improvements, including culverts, bridges or overpasses, shall be designed and constructed to protect public views and avoid or minimize visual impacts and to blend in with the natural setting to the maximum extent feasible.

Program C-3.1.1: When a traffic analysis of levels of service and/or safety hazards indicates the need, construct the following roadway improvements where such roadway improvements are found to be consistent with all applicable policies of the LCP including, but not limited to, the wetland, environmentally sensitive habitat area, public access, and visual protection policies:

a) Signalize the Main Street/Pudding Creek Road intersection;
b) Signalize the Franklin Street/Oak Street intersection;

c) Widen the section of Main Street from the Pudding Creek Bridge to the northern City Limits to three lanes, adding a center turn lane; Reconstruct the Main Street/Ocean View Drive intersection at time of development of the property between the College of the Redwoods and Main Street. Require a traffic engineering analysis of the intersection to determine appropriate geometrics and signal timing. Construct turning lane mitigations as needed.
d) Signalize the Main Street/Pine Street intersection; and
e) Consider extending Harrison Street south from Walnut Street to Cypress Street.

Policy C-3.4 Roadway Standards: Continue to provide consistent standards for the City's street system.

Program C-3.4.1: Establish standards for public streets, which allow for the following:

a) Traffic "calming" measures;
b) Sidewalks with curbs, gutters, and a planting strip between the sidewalk and the roadway;
c) Rounded street corners with "bulb-outs" at key intersections;
d) Continuation of the grid street system; and
e) Standards for radius returns for local, collector, and arterial streets.

Program C-3.4.2: Private Roads. Continue to prohibit the establishment of private roads.

Program C-3.4.3: Adopt standards for alleyways which address parking restrictions, shared access, lighting, and maintenance.

Program C-3.4.4: Adopt standards to consolidate commercial driveway accesses onto arterials and Main Street.

Policy C-3.5 High Trip Generating Uses: Traffic studies shall be required for all major development proposals that require a conditional approval, including but not limited to, drive-through facilities, fast food outlets, convenience markets, major tourist accommodations, shopping centers, commercial development, residential subdivisions, and other generators of high traffic volumes that would affect a Level of Service. Traffic studies shall identify, at a minimum:

a) The amount of traffic to be added to the street system by the proposed development;
b) Other known and foreseeable projects and their effects on the street system;
c) The direct, indirect, and cumulative adverse impacts of project traffic on street system operations, safety, and public access to the coast;
d) Mitigation measures necessary to provide for project traffic while maintaining City Level of Service standards;

e) The responsibility of the developer to provide improvements; and
f) The timing of all improvements.

Policy C-3.6: Consider Impacts to Roads for LCP Amendments. Direct, indirect, and cumulative adverse impacts to Highway 1 capacity in the rural areas surrounding Fort Bragg shall be considered during the review of proposed LCP amendments that would increase density or change land use classifications to ensure that Highway 1 in rural areas outside the Mendocino County urban/rural boundary remains a scenic two-lane road consistent with Section 30254 of the Coastal Act.

Policy C-3.7 Continuation and Connectivity of Streets: Require the continuation of streets, bicycle and pedestrian paths through new developments wherever possible, and require connectivity to the street grid at as many points as feasible.

Program C-3.4.1: Review site plans for new development to facilitate the continuation of streets to improve local circulation. Where streets are not feasible, priority shall be given to providing pedestrian and bicycle trails that establish bicycle and pedestrian connections to streets wherever possible.

Policy C-3.8 Continue Grid System onto Mill Site: Ensure that the grid street system and a north/south arterial on the Mill Site be designed to ensure the maximum benefit to local traffic, pedestrian, and bicycle circulation and to provide maximum public access to the coast.

Policy C-3.9 Right-of-Way Acquisition: Require right-of-way dedications for new development to meet the City’s roadway width standards.

Policy C-3.10 Roadway Safety: Improve the safety of the roadway system. All safety improvements shall be consistent with the applicable policies of the LCP including, but not limited to, the wetlands, environmentally sensitive habitat area, public access, and visual protection policies.

Program C-3.10.1: Periodically analyze the locations of traffic accidents to identify problems and use this information to set priorities for improvements as a part of the City's Capital Improvement Program.

Policy C-3.11 Integration of Low Impact Development (LID): LID features in development projects that include street improvements are encouraged in the public rights-of-way where feasible, per the direction of the Director of Public Works.

Policy C-3.12 Installation of Conduit in New Roads and Road Reconstruction Projects. Conduit shall be installed in all new roads and road reconstruction projects and dedicated to the City of Fort Bragg. Conduit shall be sized to accommodate fiber optic and other telecom technologies.

Goal C-4 Develop a Well Integrated Network of Complete Streets on the Mill Site

Policy C-4.1 Public Right of Way Dedication. New Mill Site streets shall be offered for dedication at the (Master) Tentative Subdivision Map stage. Streets and all associated utilities (sewer, water, stormwater, etc.) shall be dedicated to the City of Fort Bragg upon completion of construction by the developer. Interior rights of way for each subsequent subdivision shall
Policy C-4.2 Dedication of Other Connections. Non-street public rights of way shall be offered for dedication as necessary to support the multi-modal transportation network and coastal access.

Policy C-4.3 Mill Site Street Typologies. The Mill Site street network shall conform with the City’s street standards. All Street and infrastructure shall be constructed by the developers consistent with City Standards, the Coastal General Plan and any Master Subdivision Map and/or Development Agreement.

Policy C-4.4 Complete Streets. All streets shall be designed as complete streets to promote walking; support pedestrian comfort; and for the safety and comfort of cyclists and pedestrians, including children, the elderly, and people with disabilities, consistent with US Department of Transportation complete streets guidelines.

Policy C-4.6 Mill Site Street Connectivity. The (Master) Tentative Subdivision Map stage for each district shall establish street connectivity that encourages pedestrian and bicycle travel and provides convenient connections to destinations in the Mill Site and Fort Bragg as generally illustrated in Map C-3. The roadway network shall include facilities for all modes of transportation generally consistent with Map C-2. Connection points should occur at Elm Street, Spruce Street, Bush Street, Fir Street, Pine Street, Redwood Avenue, Alder Street, Oak Street and Cypress Street, as feasible. Connections at Maple and Walnut Streets are discouraged. Connections at South Street, Noyo Point Road, Chestnut Street, Madrone Street and Laurel Street may not be feasible due to ecological, physical and or safety constraints. On the Northern side of the Mill Site, block size and roadway pattern shall be similar to the existing city grid, and the existing alley along the eastern edge of the district should be retained, as feasible. The east-west streets shall extend into the Mill Site in alignment with the existing city grid where feasible. On the South Side of the Mill Site, reuse of existing streets is encouraged and larger block sizes may be appropriate for proposed land uses.

Policy C-4.7 Redwood Avenue Gateway. The extension of Redwood Avenue from the existing Central Business District (CBD) into the Central District of the Mill Site shall serve as a direct physical connection between existing and future commercial development. The following design criteria for Redwood Avenue is preferred: (1) a two-way street; (2) low motor vehicle speeds; (3) use traffic calming measures; (4) a pedestrian promenade from the CBD to the coast along the northern sidewalk of Redwood Ave to facilitate pedestrian and solar access; and (5) sidewalks that feature special corner treatments, pedestrian refuge crosswalks, landscaping, and valley gutters similar to the existing downtown.

Policy C-4.8 Connections at Spruce, Bush, Fir, and Pine Streets. The street connections should be designed to ensure that vehicle speeds and volumes are kept low and that the connection itself is compatible with the existing neighborhood and the proposed development. Where feasible, existing street geometries of east-west streets shall be extended onto the Mill Site

Policy C-4.9 Gated Communities. Gated communities are prohibited on the Mill Site.
Policy C-4.10 Alleys and Garages in the Northern District. The alley grid should be similar to the original alley grid of Fort Bragg west of Harold Street. Except where infeasible, garages located behind residential buildings and accessible via alleys connecting to the main residential street are preferred.

Policy C-4.11 Cypress Street Gateway. Cypress Street shall serve as the major entry point for the southern part of the Mill Site and as the primary access point to a research and education center, and future employment uses.

Policy C-4.12 Cypress Street Bridge. A vehicular bridge shall be installed as part of a Maple Creek daylighting project, as required.

Policy C-4.13 South District Streets. Streets in the Southern District which serve commercial or industrial uses should be designed to accommodate larger truck movements, if required by the Director of Public Works.

4. Residential Areas

The City's residential neighborhoods need to be protected from excessive through-traffic. When Main Street and other arterial streets become congested, drivers may seek alternate routes to their destination, often taking local streets through residential areas. Excessive traffic on local streets has an impact on the quality of life. Through-traffic can generate excessive noise and present potential safety hazards to children. The goals, policies, and programs below are intended to address this issue.

Goal C-6 Preserve the peace and quiet of residential areas.

Policy C-6.1 Reduce Through-Traffic on Local Streets: Reduce through-traffic on local streets to preserve the peace and quiet of residential areas.

Program C-6.1.1: Develop measures to limit through-traffic on residential streets when traffic studies indicate that traffic volumes on such streets exceed the adopted Levels of Service and/or safety concerns warrant such measures.

Program C-6.1.2: Consider the following measures, as appropriate, to reduce through-traffic from using local streets in residential areas:

a) Narrow and landscape the street entrances to residential areas that experience heavy traffic;

b) Restrict turning movements into residential areas; and

c) Use traffic calming measures such as permitting wider sidewalks, additional on-street parking, and landscape strips between the sidewalk and the road.

Policy C-6.2 Additional Connector Streets: Establish additional connectors between residential streets to improve emergency access, particularly on dead-end streets south of Chestnut Street.

4. Main Street Corridor

Transportation improvements to Main Street and principal streets in the Central Business District will enhance the character, sense of place and economic well-being of this area. However, the need to accommodate traffic flow through the City should be considered in the
context of the community's desire to preserve and enhance the historic character of Fort Bragg's Central Business District.

Goal C-7 Regard the quality of life in Fort Bragg and maintaining community identity as more important than accommodating through-traffic.

Policy C-7.1 Community Priorities for Transportation Improvements: Place a higher priority on maintaining a sense of place and enhancing the attractiveness of the Central Business District than on efficient traffic flow and movement.

The adopted Level of Service Standards make an exception for Main Street between the northbound lane merge area, currently located just south of Laurel Street, to Manzanita Streets, to prevent street widening and/or elimination of on-street parking which would require acquisition of the right-of-way, and consequently change the character of the City's historic downtown. Widening this segment of Main Street would require acquisition of right-of-way and reduction in on-street parking, thereby changing the intimate, pedestrian-oriented downtown the City wishes to preserve and enhance.

Program C-7.1.1: Consider traffic safety, the ease and safety of pedestrian movement across Main Street, and adequacy of on-street parking as key factors in evaluation of proposed roadway improvements along Main Street.

Program C-7.1.2: Ensure that property and business owners in the Central Business District are informed and actively involved in planning future improvements to Main Street and other nearby streets.

Program C-7.1.3: Consider signalizing the intersection of Pine Street and Main Street to provide adequate pedestrian safety.

Program C-7.1.4: Consider options for increasing the capacity of Main Street north of the northbound lane merge area south of Laurel Street that do not require elimination of parking.

Policy C-7.2 Pedestrian Oriented Main Street: Ensure that Main Street in the Central Business District is maintained as a pedestrian-oriented corridor with safe vehicular and pedestrian traffic patterns.
Program C-7.2.1: Continue to monitor traffic volumes and accidents on Main Street and make necessary safety improvements as warranted.

5. Parking

Adequate off-street parking is essential for Central Business District businesses. Fort Bragg has implemented an in-lieu fee to build additional off-street parking facilities. Providing additional off-street parking facilities in the Central Business District will have a community-wide benefit.

Goal C-8 Provide additional parking in the Central Business District.

Policy C-8.1 Additional Off-Street Parking: Continue to construct additional off-street parking spaces in the Central Business District.

Program C-8.1.1: Continue, and update, as needed, the City's parking in-lieu fee program for the Central Business District.

Program C-8.1.2: Define priorities for the acquisition of property and the construction of additional parking facilities.

Program C-8.1.3: Encourage the use of reciprocal access agreements and interconnecting off-street parking and circulation between adjacent commercial uses.

Program C-8.1.4: Develop a comprehensive signage program within the Central Business District to direct vehicles to off-street parking areas.

Program C-8.1.5: Develop incentives for employers and employees to park off-street in the Central Business District.

Program C-8.1.6: Continue enforcing parking restrictions in alleyways to ensure access for emergency and delivery vehicles.

Goal C-9 Improve Parking Design in Accordance with Smart Growth Principles.

Policy C-9.1: Smart Growth Parking: Improve and update parking regulations in accordance with best practices and smart growth principles.

Program C-9.1.1: Revise the Coastal Land Use and Development Code to establish maximum and minimum parking requirements for each use type. Reduce parking requirements for: 1) affordable and senior housing developments; 2) commercial and mixed-use projects which have complementary peak parking use times; 3) small infill projects in areas with an abundance of on-street parking; and other similar uses which require less parking.

Program C-9.1.2: Continue to encourage the placement of parking facilities behind buildings and landscaped areas, as part of design review, to reduce the visual impacts to the street and improve pedestrian access.

Refer to the Downtown Parking Study, City of Fort Bragg, 1999.
Goal C-10  Regulate Parking on the Mill Site in Accordance with Smart Growth Principles.

Policy C-10.2:  **Focus on Availability.** Public and on-street parking throughout the Mill Site should be managed to spread parking demand and achieve a target of 10-20 percent of spaces being available at all times along all block faces and in all parking lots, as feasible. This target may be achieved through installation of parking meters, parking time limits, or other mechanisms (see program C-10.4.1 regarding parking fees).

Policy C-10.3:  **Shared Parking.** Shared parking, particularly in the Central District, shall maximize the use of all parking spaces. In all districts, adjacent parking lots shall be designed for joint use where practical. In the Central District, individual commercial tenants or property owners shall be restricted from reserving for their own use more than two spaces or 10 percent of project spaces, whichever is greater. New commercial and residential development in the Mill Site are encouraged to share parking to take advantage of differential peak parking periods for residential, industrial, retail, restaurant, and office uses that maximize parking use throughout the day.

Policy C-10.4:  **Coastal Parking Requirements.** On-and off-street parking shall be provided to achieve the access requirements of the Coastal Act.

Program C-10.4.1 Parking at Public beaches and Parks should maintain lower coat parking fees and maximize hours of use to the extent feasible. Limitation on time of use or an increase in the fee for parking fees, which affect the intensity of use will require a Coastal Development Permit. Parking fees shall be commensurate with the expenses of providing parking. Parking at or near the coast shall be free for the first hour.

Policy C-10.5:  **Parking & Coastal Views.** To protect view sheds from public rights of way to the ocean, coastal access, development and/or parking shall not interfere with existing views at the termination of an east-west street on the Mill Site.

6.  **Additional Access to Noyo Harbor**

Currently, access to the north side of Noyo Harbor is limited to North Harbor Drive. Another access is required to improve traffic circulation and to ensure that emergency vehicles can reach Noyo Harbor in the event North Harbor Drive is obstructed. Improved access to the Noyo Harbor would be considered if and when the City annexes the harbor.

Goal C-11  Improve access to the North Part of the Noyo Harbor.

Policy C-11.1 Provide Additional Access Routes to Noyo Harbor: Consider constructing a new access route from the west side of Main Street to the north side of the Noyo Harbor. Any new access route to the north side of the Noyo Harbor shall be consistent with all applicable policies of the LCP including, but not limited to, the wetland, environmentally sensitive habitat area, public access, and visual protection policies.

Program C-11.1.1: Evaluate the economic and environmental feasibility of acquiring an access route to Noyo Harbor using existing road alignments extended onto the Georgia-Pacific site.
Policy C-11.2 Improve Existing North Harbor Drive: Consider improvements to North Harbor Drive to increase capacity and safety for vehicles and pedestrians. Any improvements to North Harbor Drive shall be consistent with all applicable policies of the LCP including, but not limited to, the wetland, environmentally sensitive habitat area, public access, and visual protection policies.

Program C-11.2.1: Develop a plan to improve North Harbor Drive by enlarging lane widths and constructing a sidewalk along one side of the street.

7. Emergency Routes

The City needs to establish an emergency route to the east for emergency vehicles and for evacuation in the event bridges are blocked or destroyed.

Goal C-12 Improve emergency access to the City.

Policy C-12.1 Emergency Access: Establish an access route out of Fort Bragg that could be used in the event of damage to the Noyo River and Pudding Creek Bridges.

Program C-12.1.1: Work with the property owners to obtain temporary use, in the event of an emergency, of the logging road that begins on Cypress Street and provides access to Highway 20 (aka the A&W Haul Road), east of Fort Bragg.

Program C-12.7.1.2.: Prepare an emergency evacuation route plan for the City.

9. Public Transit

Fort Bragg is served by the Mendocino Transit Authority (MTA). MTA provides bus service between Fort Bragg, Willits, Ukiah, and Santa Rosa. A separate bus route provides service between Fort Bragg, Mendocino, and the Navarro River.

MTA has a fixed-route bus service in Fort Bragg with fixed stops that connect the College of the Redwoods, shopping centers, the Central Business District, and the hospital. Local trips within the Fort Bragg area are also provided by MTA’s dial-a-ride service where riders can call to be picked up and delivered to their destination Monday through Saturday. In addition, the Redwood Senior Center provides transportation services for seniors in the community.

Goal C-14 Provide better public transportation.

Policy C-14.1 Encourage Transit Use:

Program C-14.1.1: Continue to support the expansion of transit services provided by MTA and other public transit providers.

Policy C-14.2 Bus Shelters: Encourage attractive, well-lighted, and comfortable bus shelters placed in convenient locations.

Program C-14.2.1: Continue to require the provision of bus stops, bus shelters, benches, turnouts, and related facilities in all major new commercial, industrial,
residential, and institutional developments, and identify, in collaboration with MTA, additional locations for bus stops and shelters.

Policy C-14.3: Transit Facilities in New Development. Continue to require the provision of bus stops, bus shelters, benches, turnouts, and related facilities in all major new commercial, industrial, residential, and institutional developments.

Policy C-14.3: Transit Facilities on the Mill Site The Redwood Avenue extension onto the Mill Site shall accommodate Mendocino Transit Authority (MTA) transit buses and stops. Other Mill Site streets shall accommodate transit stops, as feasible and necessary, for the proposed development and effective coastal access.

9. Pedestrian Facilities

Most areas of Fort Bragg have sidewalks for pedestrians. There are, however, a number of residential streets which lack sidewalks, and substandard sidewalk facilities exist throughout the City. Better pedestrian access across Fort Bragg’s bridges and along Main Street from the Noyo Bridge to the southern City limits and from Elm Street north is needed. New development must be served by adequate pedestrian facilities. In addition to the policies and programs listed below, see the Conservation, Open Space, and Parks Element regarding policies and programs recommended for increasing and improving the trail system within the Planning Area.

Goal C-15 Make it easier and safer for people to walk in Fort Bragg.

Policy C-15.1 Continuous Sidewalks: Require an uninterrupted pedestrian network of sidewalks, with continuous sidewalks along both sides of streets. New development shall provide sidewalks along project frontages to close gaps in the City’s sidewalk network.

Program C-15.1.1: Consider implementing the following funding sources for the purpose of installing sidewalks in existing developed areas of the City:

a) special benefit assessment districts; and/or
b) a low-interest revolving loan fund.

Program C-15.1.2: Work with the Mendocino Council of Governments and Caltrans to construct pedestrian walkways over the Hare Creek and Pudding Creek Bridges. These facilities may qualify for Transportation Enhancement Activities (TEA) funding available through Mendocino Council of Governments (MCOG).

Policy C-15.2: Where feasible, incorporate pedestrian and bicycle facilities into the design and construction of all road improvements.

Policy C-15.3 Sidewalk Maintenance: Ensure that property owners maintain safe sidewalks.

Program C-15.3.1: Continue to implement City regulations that require sidewalks to be maintained by property owners. Carry out regular inspections, notification, and enforcement of this requirement.

Program C-15.3.2 Sidewalk Design: Sidewalks should be re-constructed, as feasible, to enhance the safety, comfort, aesthetic appeal, and interest of the pedestrian environment. Sidewalks are encouraged to conform with the following principles:
sidewalks should be consistent with City standards; sidewalks should be widened at their most congested locations such as crosswalks with curb extensions as feasible; where feasible and warranted road width may be reduced to accommodate wider sidewalks.

Program C-15.3.3: Seek available funding from grants and other funding sources for the construction of sidewalks in existing developed areas.

Program C 15.3.4: Continue to provide traffic controls and well-lit intersections in areas with a high volume of pedestrian movement.

Policy C-15.5 Pedestrian Paths: Develop a series of continuous pedestrian and multi-use walkways throughout the commercial districts and residential neighborhoods.

Program C-15.5.1: Allow asphalt or other approved surface pedestrian/multi-use paths in single-family residential areas and commercial districts. Factors to consider in applying this measure include compatibility with the neighborhood, connection with the existing sidewalk system, safety and aesthetics.

Policy C-15.6: Ensure that pedestrian paths are sited to avoid wetlands and other environmentally sensitive areas.

**Goal C-16 Utilize Best Practice Pedestrian Improvements on the Mill Site**

Policy C-16.1 Traffic Calming. The following specific traffic calming elements, or their equivalents, may be included, as required by the Community Development Director, in all new streets: sidewalks in compliance with City standards on both sides of the street; corner “bulb-outs” to ensure low-speed turning movements and improving pedestrian safety; native landscaping along the roadway edge; small block length; mid-block crossings are encouraged for long blocks; and dedicated Bicycle lanes on the Primary streets.

Policy C-16.2 Pedestrian-Oriented Buildings. All new development on the Mill Site shall be oriented toward sidewalks rather than parking lots. Parking placed between a building front façade and the street it faces, is discouraged.

Policy C-16.3 Pedestrian Connectivity. To the extent feasible, where streets are discontinuous for cars, pedestrian and bicycle connections should be made, as feasible, through the construction of multi-use trails and sidewalks with clear sightline visibility from adjoining rights of way.

**10. Bikeways**

With better facilities and trails, bicycling can become a more significant part of the transportation system and an alternative to automobile use. Fort Bragg has few constraints to bicycling: most of the City is flat, the weather is mild, and the City is compact with relatively short distances between residential areas, schools, parks, and commercial centers.
The California Street and Highway Code has established three categories of bicycle trails based on the physical conditions of the right-of-way.

**Class 1 Bikeway - Bike Path or Bike Trail:** These facilities are constructed on a separate right-of-way, are completely separated from street traffic, and have minimal cross flows of automobile traffic. The State standard for minimum paved width of a two-way bike trail is eight feet.

**Class 2 Bikeway - Bike Lane:** A restricted right-of-way for the exclusive use of bicycles with vehicle parking and cross flow by pedestrians and motorists permitted. Bike lanes are normally striped within paved areas of highways and are one-directional with a minimum standard width of five feet.

**Class 3 Bikeway - Bike Route:** A route for bicyclists designated by signs or other markings and shared with pedestrians and motorists. Bike routes are typically designated to provide linkages to the bikeway system where Class 1 or 2 Bikeways cannot be provided.

*The City’s Bicycle Master Plan identifies high priority improvement projects within the City.*

**Goal C-17  Make it easier and safer for people to travel by bicycle.**

**Policy C-17.1 Comprehensive Bikeway System:** Establish a comprehensive and safe system of bikeways connecting all parts of Fort Bragg.

**Policy C-17.2:** Improve and expand bicycle facilities and infrastructure according to the City’s Bicycle Master Plan and the Street Safety Plan recommendations.

- **Program C-17.2.1:** Implement the improvement projects enumerated in the City’s Bicycle Master Plan.
- **Program C-17.2.2:** Implement the recommendations of the City’s streets safety Plans.

**Program C-17.2.2:** Complete the bikeway system as indicated in Map C-2: Bicycle Paths may be funded with dedications, grant funding, traffic impact fees, and other means, as appropriate.

- **Program C-17.2.1:** Maintain and improve bicycle facilities.
- **Program C-17.2.2:** Improve the safety of bicyclists and promote bicycling skills through education, enforcement, encouragement, and community outreach.
- **Program C-17.2.7:** Utilize dedications, grant funding, traffic impact fees, and other means, as appropriate, to acquire rights-of-way needed for a comprehensive bikeway system as described in the Bicycle Master Plan.
Policy C-17.3: Require new development to provide on-site connections to existing and proposed bikeways, as appropriate.

Policy C-17.4: Superior Bicycle Infrastructure. Require new development, redevelopment, and significant renovation projects to provide superior bicycle/bicyclist support infrastructure.

Program 17.4.1: Consider revising the Coastal Land Use and Development Code to reduce parking requirements for projects that facilitate employee/customer bicycle use beyond current code requirements by providing: indoor or covered bike storage, lockers for personal belongings, changing rooms and showers, and/or bicycles for employee use.

Program 17.4.2: Update the bicycle parking guidelines in the Citywide Design Guidelines. Consider requiring larger “vehicle prints” for bike parking and bikeways that accommodate bike trailers for carrying children, dogs, parcels, groceries, freight, etc.

Policy C-17.5: Bicycle Parking: Provide adequate and secure bicycle parking at bus stops, schools, the library, parks, City offices, coastal facilities, trails and beaches and commercial areas.

Policy C-17.6: Require that streets linking residential areas with school facilities be designed to include bikeways.

Policy C-17.7: Consider bicycle operating characteristics in the design of intersections and traffic control systems. Incorporate bicycle and pedestrian facilities into the design and construction of all road improvements as feasible.

Policy C-17.8: Improve continuity and connections between the City’s bike facilities and those of the County and State.

Program C-17.8.1: Produce and distribute a map illustrating all local and regional bicycle routes, facilities, and important destinations.

Program C-17.8.2: Continue working with County, regional, and State transportation agencies on development and implementation of regional bicycle plans and facilities.

Goal C-17. Make it easier and safer for people to travel by bicycle on the Mill Site
Policy C-17.9: **Bike-Friendly Streets.** Streets shall accommodate cyclists, either through dedicated bicycle facilities or through traffic calming sufficient to ensure that motor vehicles travel at bike-compatible speeds.

Policy C-17.10: **Multiuse Trail Connections.** Multi-use trails that connect with the Coastal Trail are encouraged within the Mill Site and may be required for compliance with the California Coastal Act.

Policy C-17.11: **Multi-Use Trail Along Highway 1.** As feasible, a 12 foot wide multi-use trail with a 5 foot wide vegetated buffer shall be developed along the western edge of the Mill Site from Noyo Point Road to Madrone Street and be offered in dedication to the City of Fort Bragg at the time that the associated parcels are developed.

Policy C-17.12: **The Mill Site Bicycle Network.** The Mill Site Bicycle network shall include the following improvements:

- Coastal Trail connections at Pine Street, Fir Street, Redwood Ave, and Alder Street
- Bicycle lanes on Redwood Street; and
- Shared space (bicycles and vehicles) on residential and mixed use streets.

12. **Access for the Mobility Impaired**

Providing transportation facilities accessible to persons who are mobility-impaired is essential. Approximately three percent of the population in Fort Bragg cannot use conventional public transit due to a disability. The Federal Americans with Disabilities Act contains many requirements regarding removal of barriers for persons with disabilities.

**Goal C-18**

Provide mobility-impaired persons with access to transportation.

Policy C-18.1 **Regulations for Disabled Persons.** Enforce Federal and State regulations regarding access for persons with disabilities.

Policy C-18.2 **Conformance with State and Federal ADA regulations.** Continue to review all projects for handicapped access and require the installation of curb cuts, ramps, and other improvements facilitating handicapped access.

Policy C-18.3 **Support Improved Access.** Support improved access to public transportation and pedestrian facilities for people with disabilities.

Program C-18.3.1: Continue to apply for grants for ADA-related projects from MCOG and other sources.

12. **Train Service**

Sierra Railroad, known as the Skunk Line, operates a rail system between Willits and Fort Bragg. It is the only railroad in the region that has maintained passenger service on a regular basis since its founding. Train service is offered daily (approximately eleven months per year), and handles approximately 80,000 passengers annually. Freight service is provided on request.

Skunk Depot, located at Laurel Street in the Central Business District, has been recently renovated, including additional parking facilities. It provides access to MTA’s local and regional buses. The railroad not only benefits from the extensive tourist traffic on the Mendocino Coast, it is also a major generator of visitors to the Willits and Fort Bragg areas.
Although the use of the Skunk Line for freight transportation has decreased in recent years, it continues to provide freight service. If the rail lines were upgraded to carry heavier loads, it could serve as an incentive to increase freight loads.

13. Increase use of the Skunk Line for transportation of people and freight.

Policy C-19.1 Skunk Train: Encourage increased use of the Skunk Train.

Program C-19.1.1: Continue to work with the Skunk Train Company to improve and expand facilities at the Skunk Depot.

Program C-19.1.2: Work with the Mendocino Council of Governments to facilitate increased use of the Skunk Line as an alternative to automobile transportation between Fort Bragg and Willits.

DRAFT POLICY Policy C-19.2 Skunk Train Extension onto the Mill Site. The Land Use Plan includes a hypothetical alignment for a Rail Road Line Extension onto the Mill Site. This line on the Land Use Plan does not represent zoning or authorization for an extension of the Rail Road Line. A Coastal Development Permit and Use Permit are required by the City’s LCP, as allowed by State law, for any extension of the Skunk Train Rail Line onto the Mill Site.

14. Coordinate Regional Transportation Planning

Traffic congestion along Fort Bragg’s Main Street is connected to development in unincorporated areas to the north and south of the City. Fort Bragg’s Main Street is also Highway One, the primary north-south route for all communities on the coast. Land use decisions made by the County of Mendocino have a significant impact on transportation in the Fort Bragg area. The City works closely with the regional agencies described below:

- County of Mendocino: maintains and plans the county road system.
- Mendocino Council of Governments (MCOG): prepares and carries out a Regional Transportation Plan, establishes priorities for Federal and State funding, and funds studies of transportation corridors.
- Mendocino Transit Authority (MTA): operates several transit routes serving the City and the region. It is a county-wide authority created through a joint powers agreement among cities and the County.
- Caltrans: Maintains, plans and completes improvements on Hwy. 1 and Hwy 20.

Goal C-20 Coordinate regional traffic planning.

Policy C-20.1 Regional Transportation Efforts: Participate in regional transportation planning efforts.

Program C-20.1.1: Continue to provide City Council and staff representation on regional transportation planning agencies.

Program C-20.1.2: Work with the MCOG and Caltrans to coordinate transportation planning and to identify funding for necessary transportation improvements.
Program C-20.1.3: Continue to ensure that MCOG’s Regional Transportation Plan (RTP), the State Transportation Improvement Program (STIP) and the State Highway Systems Operation and Protection Plan (SHOPP) include needed improvements to Highway One and Highway 20 in the Fort Bragg Planning area. Such improvements shall be designed to ensure that Highway One in rural areas outside the Mendocino County urban/rural boundary remains a scenic two-lane road consistent with Section 30254 of the Coastal Act.

14. Funding Transportation Improvements

Funding transportation improvements is predominantly a Federal, State, and regional responsibility. For many years the road system has received the largest proportion of public expenditures for transportation. Although increased funding for alternative modes of transportation has significant environmental and social benefits, roadway funding will continue to receive the highest priority. Fort Bragg remains a relatively isolated coastal community and depends on the road system for the majority of its transportation needs.

A significant amount of the traffic in Fort Bragg is through-traffic (trips that originate or have destinations outside of the City). The logging industry, tourist travel, and people coming to Fort Bragg from around the region for shopping, educational, medical, and other services generate much of the traffic.

It is necessary that funding mechanisms be expanded to ensure effective coordination among different government jurisdictions. The goals, policies, and programs below complement those in the Land Use and Public Facilities Elements requiring new development to pay for its fair share of maintaining the City’s infrastructure and service levels.

Goal C-21 Promote balanced funding for transportation. 

Policy C-21.1 Development to Pay its Fair Share: Require new development to pay its fair share of transportation improvements to maintain levels of service and traffic safety in the City.

Program C-21.1.1: Develop a City-wide Traffic Mitigation Fee Program.

Program C-21.1.2: Work with the County of Mendocino and MCOG to develop traffic mitigation fees for the Fort Bragg Sphere of Influence. Consider adopting a memorandum of understanding between the City of Fort Bragg and the County regarding traffic mitigation fees.

A substantial amount of the traffic passing through Fort Bragg originates in the County. New development in the County will increase traffic volumes and congestion of Highway One. Establishing County-wide traffic impact fees would provide a way to finance needed roadway improvements. Two areas where fair-share improvements or in-lieu impact fees are needed is from development that impacts Highway 20 as well as Highway One north and south of the City.

Program C-21.1.3: Work with MCOG to ensure that the standards and requirements contained in the joint City and County Traffic Mitigation Program between Fort Bragg and the County are incorporated into the Regional Transportation Plan.
Program C-21.1.4: Include in the Traffic Mitigation Fee Program mitigation fees for new development with primary access to Highway One and Highway 20. Utilize the funds collected as a local match to encourage Caltrans to raise the priority of Highway One and Highway 20 improvements.

Program C-21.1.5: Ensure that the City's Pavement Management System obtains funding from the Traffic Mitigation Fee Program, as deemed appropriate by the traffic impact fee nexus study and applicable State law.

Program C-21.1.6: Carry out an ongoing inventory of transportation system needs to be included in the City's Capital Improvement Plan.

Noyo River Bridge
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this ____ day of ________, 20__ by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 (“City”), and name, /address , a ________________________________ (“Consultant”).

RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: to _______________________________________________________; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the legislative body of the City on ________, 20__, by Resolution No. ___-20__ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. CONTRACT DOCUMENTS

This Agreement consists of the following documents, all of which are incorporated into and made a part of the Agreement:

   a. Professional Services Agreement;
   b. Consultant’s Proposal (Exhibit 1)

2. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement (“Services”) are as follows:

The Services are further described in Consultant’s proposal (the “Proposal”), which is attached to and made a part of this Agreement as Exhibit 1. Changes in the scope, character, or complexity of the Services, if such changes become desirable or necessary as the work progresses, shall be agreed upon by both parties in a written change order. For special cases where it is essential that the extra work be performed
immediately, execution of a change order or amendment to the Agreement covering the changes shall be completed as soon as possible.

3. **TERM**

The Agreement term will commence on _____, and expire on _____, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

4. **PAYMENT TERMS**

   a. City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal.

   b. **NOT TO EXCEED CONTRACT**: In no event will the City’s obligation to pay the Consultant under this Agreement exceed $_______ (the “Not to Exceed Amount”), unless this Agreement is first modified in accordance with its terms. The Not to Exceed Amount includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the Consultant in completing its Services under this Agreement.

   c. **TIME AND MATERIALS CONTRACT**: Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant’s time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. The Consultant shall be paid $________/hr, or where multiple rates involved, according to the rates set forth in the Consultant’s proposal. Additionally the Consultant shall be compensated for materials necessary to provide the Services provided for herein, anticipated materials which should be identified in the Consultant’s proposal.

   d. In accordance with California Government Code § 8546.7, if this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Consultant’s books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of four (4) years after final payment under the Agreement.

   e. **COST PRINCIPLES.** The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing factors regarding allowable elements of cost. Also the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are also included in this Agreement. This also applies to all subcontracts in excess of $25,000.
5. **TIME OF COMPLETION**

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 9 below and to satisfy Consultant’s obligations hereunder. Consultant will complete the Services in accordance with this Agreement by ____________, 20__ (the “Time of Completion”). The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

6. **INDEPENDENT CONTRACTOR**

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

7. **SUBCONTRACTING**

   a. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted out without written authorization by the City’s Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

   b. Any subcontract in excess of $25,000 entered into by the Consultant relating to this Agreement shall incorporate by reference all of the provisions of this Agreement and make them applicable to said subcontractor.

   c. Consultant will be solely responsible for payment of such subcontracted Services.

   d. Any substitution of subcontractors must be approved in writing by the City’s Contract Manager.

   e. Subcontractors are bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor further must agree 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 indemnity and insurance provisions will be furnished to the subcontractor upon request.

   f. If the Consultant uses subcontractors, it must comply with Civil Code § 8814 and all other California law relating to the prompt payment of subcontractors.
8. RECORD RETENTION

For the purpose of determining compliance with Public Contracts Code §§ 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, §§ 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code § 8546.7, the Consultant, subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, City, Federal Highway Administration (“FHWA”), or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant and its subcontractors that are pertinent to the Agreement for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested.

9. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state, and local laws and regulations applicable to performance of the Services, including, but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark, or other intellectual property right involved in performance of the services. Consultant’s failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. The Consultant should not substitute key personnel (Project Manager and others listed by name in the cost proposal) or subcontractors without prior written approval from the City. The Consultant must request and justify the need for the substitution and obtain approval from the City prior to use of a different subcontractor on the Agreement. The proposed substituted person or subcontractor must be as qualified as the original, and at the same or lower cost.

c. If this Agreement includes engineering services, the Consultant’s Project Manager must be a registered Engineer in the State of California.

d. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons,
Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

10. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

11. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

12. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents, and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorneys’ fees and costs and litigation costs) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services, or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees but excepting the sole negligence or willful misconduct of the Indemnitees.

The Consultant's obligation to indemnify, defend, and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement.
Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

13. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: (1) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and (2) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor’s work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.
Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. Workers Compensation Insurance. Consultant must, at its sole cost and expense, maintain Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers’ Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer’s Liability Insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence must be provided. 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 Services.

c. For the Term of this Agreement, Consultant, at its own cost and expense, must maintain: (1) commercial general liability insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, TWO MILLION DOLLARS ($2,000,000.00) aggregate, combined single limit coverage for risks associated with Services; and (2) automobile liability insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit coverage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers’ Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, employees, agents, and volunteers (“Additional Insured”) shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant’s policy shall be “primary and non-contributory” and Consultant’s coverage 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.
e. It shall be a requirement under this Agreement 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.

f. The limits of insurance required in this Agreement 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.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to City.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than TWO MILLION DOLLARS ($2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed $150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best’s rating of no less than A:VII unless otherwise approved by the City.

j. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

k. 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 by the City. 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.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of the Services. In the event Consultant 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 Consultant.

14. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Consultant 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.

15. [SECTION REMOVED.]

16. [SECTION REMOVED.]

17. LICENSES & PERMITS

a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

18. CONSULTANT REPORTS AND/OR MEETINGS

a. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Manager to determine, if the Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
b. The Consultant’s Project Manager shall meet with the City’s Contract Manager, as needed, to discuss progress on the contract.

19. DOCUMENTATION, OWNERSHIP OF WORK PRODUCTS, AND TREATMENT OF DOCUMENTS

a. Consultant shall document the results of the work to the satisfaction of the City, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the agreement objectives.

b. The Consultant shall sign all plans, specifications, estimates, and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

c. All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior consultation will be at the City’s sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of City.

20. DISPUTES

a. Any dispute, other than an audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the City’s Contract Manager and the City Manager, who may consider written or verbal information submitted by the Consultant.

b. Not later than thirty (30) days after completion of all work under the Agreement, the Consultant may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

c. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

d. Should a dispute not be resolved by the procedures set forth above, then the parties must mediate the dispute before a mutually agreed upon neutral party within ninety (90) days of the completion of all Services under the Agreement. If mediation is not successful, the Consultant and City may pursue all rights and remedies available under California law.

21. TERMINATION AND REMEDIES
a. City or Consultant may terminate this Agreement for convenience by giving at least 30 days written notice to the other party specifying the termination effective date. Upon receipt of such notice from City, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports, and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

22. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet, or transfer their interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

23. REPRESENTATIVES

a. City Contract Manager for purposes of this Agreement will be _______________. Consultant’s representative for purposes of this Agreement will be _______________. The parties’ designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:
[CONSULTANT'S NAME, ADDRESS]

Any written notice to City shall be sent to:

[NAME]
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

24. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements between the parties, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency, or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

25. COVENANT AGAINST CONTINGENT FEES, REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

a. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement; and that it has not paid or agreed to pay any company or person other than a bona fide employee any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this covenant, the City shall have the right to annul this agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

b. The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

c. The Consultant warrants and represents that it has not participated in any lobbying activities.

26. CONFLICT OF INTEREST PROHIBITION
City and Consultant will comply with the requirements of the City’s Conflict of Interest Code adopted pursuant to California Government Code § 87300 et seq., the Political Reform Act (California Government Code § 81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, § 18110 et seq. of the California Code of Regulations), California Government Code § 1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City’s Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant’s obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant’s obligations pursuant to this Agreement.

Consultant may not employ any City official, officer, or employee in the performance of the Services, nor may any official, officer, or employee of City have any financial interest in this Agreement that would violate California Government Code § 1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement.

Consultant understands that, if this Agreement is made in violation of Government Code § 1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant’s performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code § 1090 et seq. may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

27. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

28. SEVERABILITY
If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

29. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY        CONSULTANT

By: ________________________________  By: ________________________________
Tabatha Miller  Its:  __________________
City Manager  Its:  __________________

ATTEST:

By: ________________________________
June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

By: ________________________________
Keith F. Collins
City Attorney

Exhibit 1: Consultant’s Proposal