

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
NICOLAS CONSULTING ENGINEERS, Chtd.**

THIS AGREEMENT is made and entered into this 9th day of February, 2026 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and NICOLAS CONSULTING ENGINEERS, Chtd., a Chartered Corporation, 8801 Folsom Boulevard, Ste. 265, Sacramento, CA 95826 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide development of a Stormwater Asset Management Plan (AMP) to ensue MS4 compliance, including asset inventory, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on February 9, 2026 by Resolution No. [REDACTED] 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, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be

liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. 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.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set

forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed Eighty Two Thousand Five Hundred Sixty Six Dollars (\$82,566.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set

forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by November 30, 2026. 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.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on February 28, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation

insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other

insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with

Consultant in the performance of this Agreement will be Chantell O'Neal. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates Michael Liquori as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
Jason Drew, Principal
Nicolas Consulting Engineers, Chtd.
8801 Folsom Blvd., Ste. 265
Sacramento, CA 95826
Tel: (916) 388-5655

IF TO CITY:
City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

If Consultant is a design professional performing “design professional” services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant’s sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City’s specifications or Consultant’s Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker’s compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or 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 the 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____
Isaac Whippy
Its: City Manager

By: _____
Jason Drew
Its: Principal

ATTEST:

By: _____
Diana Paoli
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL
(Scope of Work, Fee Schedule and Time Table)

City of Fort Bragg

PROPOSAL
Stormwater Asset Management Plan

January 20, 2026

Submitted By:



8801 Folsom Boulevard, Suite 265
Sacramento, CA 95826
(916) 388-5655

E. Scope of Work

NCE’s Understanding of Fort Bragg’s Stormwater Design Services Needs

The City of Fort Bragg is seeking to advance an integrated Stormwater Asset Management Plan (AMP) that directly supports regulatory compliance, day-to-day operations, and long-range capital planning. The City already maintains key foundational resources, including a GIS-based MS4 map, BMP inventory, and the 2004 Storm Drain Master Plan; however, these datasets have not yet been fully integrated into a unified management framework that supports risk-based decision-making and MS4 reporting. Many capital projects identified in the Master Plan also remain unbuilt and must now be evaluated in the context of current permit requirements, infrastructure condition, and fiscal capacity. NCE understands that the AMP must bridge planning and implementation—producing tools that City staff can actively use, update, and defend in regulatory and funding contexts.

NCE’s approach emphasizes developing a permit-ready, operations-focused asset management system that satisfies Phase II MS4 Permit requirements (Attachment D, Sections D4.9–D4.12) while remaining practical to maintain. This includes consolidating GIS and BMP data into a structured asset inventory consistent with the Environmental Finance Center (EFC) Toolkit framework, defining Levels of Service (LOS) that reflect both regulatory obligations and local priorities, and establishing a risk-based condition and effectiveness assessment methodology. By aligning data structure, inspection schedules, and reporting formats with SMARTS and statewide cost-tracking standards (STORMS), the AMP will reduce administrative burden while improving data confidence and defensibility.

From an implementation standpoint, NCE recognizes that sustainable stormwater programs depend on aligning maintenance practices, capital planning, and funding strategies. The AMP can therefore include a prioritized routine maintenance plan and a program cost forecast that links asset risk, LOS targets, permit compliance activities, and future capital needs. This financial framework is not intended solely for budgeting, but also to support future CIP development, grant competitiveness, and long-term program sustainability. NCE’s experience supporting local agencies with stormwater operations, infrastructure rehabilitation, and climate-driven infrastructure risk allows the City to evaluate investments not only through a compliance lens, but also through system performance and resilience outcomes.

Finally, NCE understands that public support is essential for maintaining and improving stormwater services, particularly in coastal communities where water quality, flooding, and infrastructure reliability directly affect environmental and economic vitality. The AMP’s public outreach component will translate technical program needs into clear, community-relevant narratives that connect stormwater investments to tangible benefits such as cleaner waterways, reduced localized flooding, and protection of public infrastructure. By integrating regulatory compliance, asset management, financial planning, and public communication into a single framework, the AMP will position Fort Bragg with a durable, defensible, and implementable stormwater management program



Project Approach

NCE’s approach supports near-term MS4 permit compliance while delivering a Stormwater Asset Management Plan (AMP) that is efficient, defensible, and practical to implement. This methodology reflects NCE’s experience assisting resource-limited California municipalities in meeting regulatory requirements without unnecessary complexity.

The AMP will build directly on existing City investments. NCE will confirm regulatory priorities and leverage available plans, GIS data, and prior funding analyses to support asset management and MS4 compliance, improving efficiency while clearly documenting assumptions, data limitations, and confidence levels.

Defensibility will be achieved through alignment with Phase II MS4 permit expectations and established best practices. Asset inventories, levels of service, risk prioritization, and cost forecasts will be logically connected and traceable to recognized frameworks, including the Environmental Finance Center Toolkit and statewide guidance, enabling transparent justification of decisions.

Practicality will be ensured by tailoring recommendations regarding the City’s operational capacity. The AMP will emphasize implementable tools, procedures, and metrics that integrate with existing workflows and can be maintained by City staff. The plan will be scalable, allowing refinement over time as data quality and resources improve.

Scope of Work

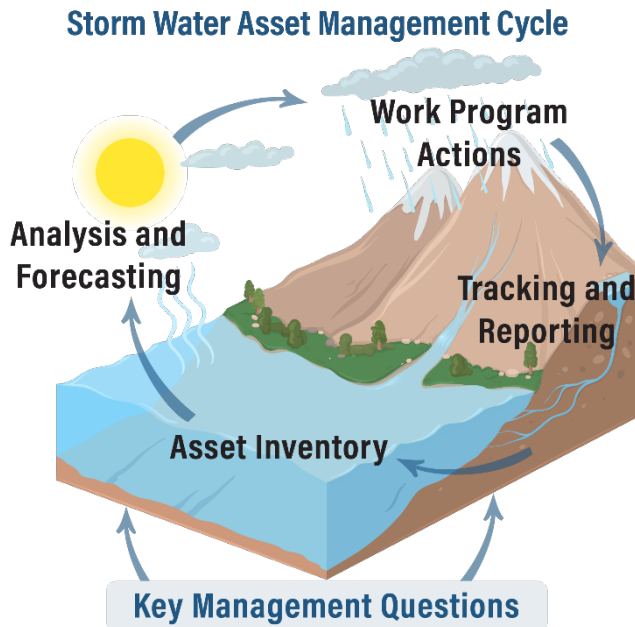
The Scope outlined in the RFP is somewhat aggressive given the budget available. The Scope of Work outlined below is typical of the kind of work NCE does for similar projects and will need to be refined to meet budget constraints in collaboration with the City.

Task 1: Project Initiation and Data Review

Task 1 establishes a shared understanding of project objectives, available data, regulatory requirements, and implementation constraints. This task ensures the Stormwater AMP builds efficiently upon existing City investments, aligns with Phase II MS4 Permit requirements, and avoids duplication of effort.

NCE will conduct a kick-off meeting with City staff to review scope, schedule, roles, and permit priorities for the first three years of the MS4 permit term, and to identify opportunities to leverage existing City investments to maximize cost efficiency. The meeting will include key NCE staff and City representatives, including those from Public Works, Engineering, Geographic Information Systems (GIS), and Stormwater Program staff, as appropriate.

Prior to the kick-off meeting, NCE will review existing stormwater data, planning documents, GIS datasets, and prior funding analyses, with particular emphasis on the 2004 Storm Drain Master Plan and related basin information. A brief data gap assessment will be completed to distinguish between gaps that materially affect permit compliance and those



that can be addressed incrementally in future phases. Findings will be summarized in a memorandum identifying data suitable for direct AMP integration, key limitations, and recommendations for future enhancements outside the current scope.

Task 2: Asset Inventory Integration

NCE will compile, review, and synthesize existing stormwater system data to establish a defensible asset and program baseline for the AMP. This task will explicitly incorporate the City’s existing BMP inventory, including both public and private facilities, as documented in the LID database (2026). NCE will review BMP attributes such as location, type, ownership, functional intent, and available condition or maintenance information, and will identify data gaps relevant to long-term asset management and funding decisions.

NCE will also review the Stormwater Funding Best Practices Technical Memo prepared by Lechowicz & Tseng (2024) to align asset categorization, cost considerations, and funding strategy assumptions with previously vetted recommendations. Relevant findings from the EFC Toolkit will be used to confirm the asset framework and data organization are consistent with national best practices for small and mid-sized communities.

The outcome of this task will be a refined, GIS-supported asset inventory and data framework that can be directly used in subsequent level-of-service, risk, and funding analyses without recreating prior work.

Geospatial Data Review - If necessary, existing GIS datasets will be integrated into a structured stormwater asset geodatabase. Required MS4 attributes will be populated using available data, with assumptions, data limitations, and confidence levels documented where information is incomplete. To facilitate coordination during geodatabase design, NCE will share a schema spreadsheet with the City defining layers, attributes, and domain values. This approach reflects NCE’s experience integrating stormwater asset inventories for MS4 compliance and asset management planning for California municipalities using existing GIS and legacy planning data.

Alignment with Best Practices - Asset inventory deliverables will be developed using the EFC Toolkit as a baseline framework. This approach ensures the inventory aligns with recognized best practices for asset management, fiscal sustainability, and regulatory expectations at the state and federal level. Application of the EFC Toolkit framework will support integration of asset data with levels of service, risk, and cost analyses in subsequent tasks; improve usability of inventory outputs for funding evaluations and grant applications and ensure consistency with statewide stormwater asset management guidance.

Task 3: Levels of Service and Assessment Framework

Task 3 establishes the levels of service and a risk-based assessment framework for evaluating the condition and effectiveness of stormwater assets and BMPs. This task provides the analytical foundation needed to prioritize maintenance, inspections, and future investments in a manner that is transparent, defensible, and aligned with MS4



City of Fort Bragg – Stormwater Assessment Management Plan

permit requirements. The framework will reflect methodologies NCE has successfully applied on similar stormwater asset management and MS4 support projects for small and mid-sized municipalities.

Define Levels of Service - Consistent with Attachment D of the MS4 Permit, levels of service define the standards for stormwater system performance and how that performance is evaluated. For this Stormwater AMP, levels of service are organized around the two categories identified in the permit: (1) condition and effectiveness assessments, and (2) asset valuation. Under this scope of work, NCE will work with the City to define levels of service for condition and effectiveness assessments, which are required during the current permit term. These levels of service will establish measurable and scalable performance standards aligned with available data, inspection practices, and MS4 reporting requirements. Although asset valuation is identified as a level of service in Attachment D, it is not required until the end of Year 5 of the permit term and is therefore not included in this scope. The AMP will be structured to support future valuation by establishing a defensible asset inventory, condition and effectiveness framework, and documented data confidence that can be expanded in subsequent phases.

Condition Assessment Framework – using the existing GIS inventory as the base, NCE will recommend a risk-based framework to evaluate the condition and effectiveness of stormwater assets and BMPs using available data and documented confidence levels. The framework will consider both the likelihood and consequences of asset failure, including impacts to public safety, water quality, regulatory compliance, anticipated climate vulnerabilities screen, and system operations. Consistent evaluation criteria will be applied across asset classes to accommodate varying data completeness and support prioritization of inspections, maintenance, and capital improvements. Where detailed condition data are limited, qualitative and semi-quantitative methods will be used to ensure the framework remains practical and defensible.

An optional upgrade the City may consider would be an ESRI ArcGIS Dashboard to enable wider access to existing asset conditions and risk information, including visualizations to support data-driven decision-making and prioritization. NCE has developed these for several of our clients, and they have been very well received.

Inspection Schedule – following brief interviews with key City staff, NCE will provide a risk-based inspection and assessment protocol including typical schedules for public structural stormwater controls and BMPs consistent with MS4 permit requirements. The schedule will prioritize assets based on risk, regulatory importance, and operational considerations, establish appropriate inspection frequencies by asset type, and align with annual MS4 reporting and maintenance planning cycles. The inspection schedule will serve as a foundation for the Routine Asset Maintenance Plan developed under Task 4. To inform prioritization, NCE may conduct targeted interviews with City maintenance staff to capture institutional knowledge and identify problem areas not evident from existing data.

Task 4: Routine Asset Maintenance Plan

NCE will define stormwater levels of service that are measurable, achievable, and directly linked to asset performance, regulatory compliance, and community priorities. Existing system data, including the BMP inventory and basin-level information from prior planning efforts, will be used to ground level-of-service statements in the City’s current system capabilities. Where applicable, level-of-service metrics will be structured to support future funding justification by clearly demonstrating the relationship between investment levels, system condition, and community outcomes such as flood risk reduction, water quality protection, and climate resilience.

OBM Standard Operating Procedures – PROPOSED								
Asset Type	Inspection			Work Plans	Maintenance	Repairs	Documentation	
GIS Layer	Asset Type	Type	Frequency	Season	Description			
Structures	Catch Basin/Inlets with T-Box Capture Devices	Visual	Inspect priority facilities before, during, and after storm events. Inspect all facilities 2-3 times each year.	Conduct annual inspections in the winter wet season.	Following the work plan, conduct "walkdown" surveys to document condition, maintenance, or other observations including: 1. Inspect grade for damage or settlement or erosion. 2. Inspect the structure walls or structure openings for any physical damage. 3. Inspect the stability of any built up debris, trash, or sediment.	Work Plans will be developed in advance of performing scheduled maintenance and repairs to catch basins and inlets. Work plans should include a list of asset, equipment, staff, and materials. A "walkdown" survey plan will be developed in advance of performing the work plan. The walkdown survey plan should address the condition of the structure and the condition of the catch basin or inlet.	Depending on the results of the condition, the following maintenance may be necessary: 1. Remove built up debris, trash, or sediment from the catch basin, the inlet, or other the facility using hand tools or water truck.	Following each inspection, appropriate, and repair data, the general data sheet will be filed in the system. This form includes the following information: date, time, location, staff, and equipment used.
		Emergency	Inspect facilities on an emergency basis.	As needed	1. Inspect grade for damage or settlement or erosion. 2. Inspect the structure walls or structure openings for any physical damage. 3. Inspect the stability of any built up debris, trash, or sediment.	Work Plans will be developed in advance of performing scheduled maintenance and repairs to catch basins and inlets. Work plans should include a list of asset, equipment, staff, and materials. A "walkdown" survey plan will be developed in advance of performing the work plan. The walkdown survey plan should address the condition of the structure and the condition of the catch basin or inlet.	Perform the following repairs, as necessary: 1. Repair grade damage or erosion damage to structure walls or inlets. 2. Repair or replace catch basin inlets. 3. Remove and replace damaged storm drain sections.	Following each inspection, appropriate, and repair data, the general data sheet will be filed in the system. This form includes the following information: date, time, location, staff, and equipment used.
		New Construction	Inspect facilities prior to opening, contractor and within 1 year following construction.	As needed	None. Construction should be inspected for compliance with the current standard referred to the County Engineer, which includes, but is not limited to, the following: 1. Inspect the structure walls or structure openings for any physical damage. 2. Inspect the stability of any built up debris, trash, or sediment.	Work Plans will be developed in advance of performing scheduled maintenance and repairs to catch basins and inlets. Work plans should include a list of asset, equipment, staff, and materials. A "walkdown" survey plan will be developed in advance of performing the work plan. The walkdown survey plan should address the condition of the structure and the condition of the catch basin or inlet.	If maintenance is necessary and the structure has been inspected, perform the necessary maintenance including: 1. Remove built up debris, trash, or sediment from the catch basin, the inlet, or other the facility using hand tools or water truck.	Following each inspection, appropriate, and repair data, the general data sheet will be filed in the system. This form includes the following information: date, time, location, staff, and equipment used.
	Catch Basin / Inlets	Visual	Inspect priority facilities before, during, and after storm events. Inspect all facilities annually.	Conduct annual inspections in the winter wet season.	Following the work plan, conduct "walkdown" surveys to document condition, maintenance, or other observations including: 1. Inspect grade for damage or settlement or erosion. 2. Inspect the structure walls or structure openings for any physical damage. 3. Inspect the stability of any built up debris, trash, or sediment.	Work Plans will be developed in advance of performing scheduled maintenance and repairs to catch basins and inlets. Work plans should include a list of asset, equipment, staff, and materials. A "walkdown" survey plan will be developed in advance of performing the work plan. The walkdown survey plan should address the condition of the structure and the condition of the catch basin or inlet.	Depending on the results of the condition, the following maintenance may be necessary: 1. Remove built up debris, trash, or sediment from the catch basin, the inlet, or other the facility using hand tools or water truck.	Following each inspection, appropriate, and repair data, the general data sheet will be filed in the system. This form includes the following information: date, time, location, staff, and equipment used.
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Maintenance Plan - NCE will develop a routine asset maintenance plan to prioritize activities based on asset type, condition, risk, and defined levels of service. The plan will address public stormwater infrastructure and publicly maintained BMPs and will be designed to support consistent, repeatable maintenance practices across the City's stormwater system. The maintenance plan will identify routine maintenance activities by asset class; prioritize assets and activities based on risk and regulatory importance; align maintenance frequencies with levels of service targets and inspection findings; and support efficient allocation of staff and financial resources. The plan will be scalable and adaptable, allowing the City to refine maintenance priorities as additional data become available.

Annual Inspections of Catch Basins and Public BMPs - Consistent with MS4 permit requirements, NCE will define procedures for annual inspection of catch basins and public BMPs. Inspection protocols will reflect the risk-based framework developed under Task 3 and will distinguish between routine, enhanced, and follow-up inspections where appropriate. The annual inspection procedures will include identification of asset categories subject to annual inspection; inspection criteria and typical performance thresholds; linkages between inspection results and maintenance actions. The inspection approach will be designed to integrate with the City's existing workflows and to support clear documentation for MS4 compliance.

Document Procedures and Reporting Templates - NCE will document standard operating procedures (SOPs) for routine stormwater maintenance and inspections, including procedures for tracking completed work, deficiencies, and follow-up actions. Reporting templates will be developed to support internal tracking and external reporting, including MS4 annual reporting needs. Documentation will focus on clear, repeatable procedures suitable for long-term implementation; consistent terminology and asset identifiers; and compatibility with GIS-based asset management systems and AMP reporting.

Task 5: Program Cost Tracking and Forecast

Building on the Stormwater Funding Best Practices Technical Memo (Lechowicz & Tseng, 2024), NCE will evaluate existing and potential stormwater funding mechanisms with a focus on long-term sustainability, administrative feasibility, and equity. NCE will utilize the EFC Toolkit to frame funding analysis around asset life-cycle costs, risk-based investment prioritization, and transparent linkage between revenues and levels of service. Existing cost assumptions and rate-setting considerations documented in prior studies will be reused and refined as appropriate, rather than redeveloped from scratch. This task will identify program cost estimation, forecasting, and align with fiscal sustainability guidance.

Program Cost Estimation

- Estimate costs (consistent with STORMS standards, where practicable) for stormwater O&M, MS4 permit compliance, and future capital and operational needs
- Include cost categories for routine O&M; regulatory compliance and administration; inspections and reporting; and capital improvements

Program Cost Forecast

- Prepare a 20-year stormwater program cost forecast based on defined levels of service, risk-based priorities, and asset lifecycle needs
- Identify annual costs by program component, changes in maintenance and capital needs over time, and link to service levels, risk, and funding needs
- Support near-term budgeting and long-term financial sustainability planning

Fiscal Sustainability Guidance Alignment

- Prepare cost outputs consistent with EFC Toolkit fiscal sustainability guidance
- Improve usability for regulatory reporting and grant applications/other funding
- Enhance transparency, defensibility, and communication of funding needs to decision-makers and the public

Task 6: Public Outreach and Education Campaign

NCE will develop a targeted outreach approach that connects stormwater asset management and funding decisions to community values, service reliability, and long-term resilience. Outreach materials and messaging will go beyond describing “what stormwater does” to explain why sustained investment is necessary to maintain agreed-upon levels of service, reduce flood and water quality risks, and adapt to climate-driven changes in precipitation and runoff. Messaging will be informed by the Stormwater Funding Best Practices Technical Memo and the Environmental Finance Center Toolkit, emphasizing transparency, fairness, and the direct relationship between funding choices and system performance.



Figure 1) Example of Stormwater StoryMap developed in collaboration with City of Los Gatos.

NCE will coordinate outreach content so it can be reused in future rates, fees, or funding discussions, thereby extending the value of this effort beyond the immediate project. NCE proposes making use of two ESRI applications to support public outreach efforts:

1. A Storymap to provide background, educational information, and one or a series of interactive maps for information gathering
2. A link (provided within the Storymap) to a browser-based survey tool using Survey123 to gather public feedback regarding stormwater assets in the community (another source of institutional knowledge like maintenance staff interviews).

Messaging within the Storymap, informed from public input gathered from the survey, will focus on the narrative linking stormwater needs and community impacts, and highlight key program needs and costs. The narrative will emphasize the relationships between:

- Stormwater system performance and water quality protection
- Routine maintenance and reduced flooding, erosion, and infrastructure failure
- Long-term investment and climate resilience
- Regulatory compliance and protection of community assets
- Stable funding and the City’s ability to sustain service levels over time

Program needs and costs will also be highlighted, including:

- Funding runoff treatment projects to reduce pollutant discharges to waterways
- Street sweeping to reduce debris and pollutants entering the storm drain system
- Capital projects to maintain and repair storm drain infrastructure
- Water quality inspections, monitoring, and enforcement activities

If additional hard copy outreach/education and/or presentations materials are required, these can be discussed during the Task 1 kick-off meeting.

Task 7: Reporting and Compliance Alignment

Task 7 ensures all AMP deliverables are structured to support efficient MS4 reporting and demonstrate clear compliance with Phase II MS4 permit requirements. This task emphasizes organization, traceability, and usability of outputs for annual reporting and regulatory review.

MS4 Annual Reporting Deliverables - NCE will format relevant AMP outputs to support MS4 annual reporting, including preparation of SMARTS-compatible tables and maps, as applicable. Deliverables will be organized to allow City staff to readily extract required information for reporting without duplication of effort.

Develop a Compliance Crosswalk - NCE will prepare a compliance crosswalk that maps AMP tasks and deliverables to applicable Phase II MS4 permit requirements, including Attachment D of the RFP. The crosswalk will clearly demonstrate how the AMP satisfies permit obligations for the first three years of the permit term. The crosswalk will identify relevant permit sections, reference specific AMP deliverables addressing each requirement, and provide a transparent compliance record for regulatory review.

EFC Toolkit Framework Alignment - Deliverables will be structured to align with the Environmental Finance Center (Sacramento State) Toolkit baseline framework, or similar standards, to ensure compatibility with state and federal expectations for asset management and funding documentation.

Task 8: Performance Metrics

NCE will develop an implementation roadmap that leverages existing data, GIS systems, and planning frameworks to minimize startup costs and staff burden. Recommendations will explicitly identify where prior analyses, inventories, and tools can be reused or incrementally enhanced rather than replaced. Phasing will consider funding availability, staff capacity, and regulatory drivers, and will prioritize actions that deliver early benefits while building toward a fully mature stormwater asset management and funding program.

Define Measurable Outcomes - NCE will define measurable outcomes that allow the City to evaluate progress in implementing the AMP and meeting MS4 requirements. Metrics will be practical, data-driven, and aligned with available information and reporting needs.

Examples of measurable outcomes may include:

- Percentage of stormwater assets inventoried
- Percentage of BMPs inspected or assessed annually
- Data accuracy or completeness thresholds
- Completion rates for scheduled maintenance activities

Develop Key Performance Indicators - NCE will propose a set of key performance indicators (KPIs) to support ongoing tracking of stormwater system performance and program effectiveness. KPIs will be linked to levels of service, risk prioritization, and maintenance and inspection activities. KPIs will be designed to support internal management and decision-making; facilitate MS4 reporting and program evaluation; and be scalable as data quality improves over time.

Task 9: Deliverables

The final Stormwater AMP will consolidate all project outputs by task (listed below) including the asset inventory, levels of service framework, maintenance plan, cost forecast, outreach materials, reporting tools, and performance metrics.

Task 1 Deliverables

- Kick-off meeting agenda and summary
- Summary of reviewed datasets and documents
- Data availability and gap assessment memorandum

Task 2 Deliverables

- Develop an integrated stormwater asset GDB
- GIS schema and documentation of required MS4 fields
- Data confidence and gap summary to support subsequent condition assessment and planning tasks

Task 3 Deliverables

- Levels of Service framework and definitions
- Risk-based condition and effectiveness assessment framework
- Schedule for public structural control assessments

Task 4 Deliverables

- Routine Asset Maintenance Plan
- Annual inspection procedures for catch basins and public BMPs
- Maintenance and inspection SOPs and reporting templates

Task 5 Deliverables

- Stormwater program cost tracking framework consistent with STORMS
- 20-year program cost forecast tied to levels of service and risk prioritization
- Documentation of forecasting assumptions and methodologies

Task 6 Deliverables

- Public-facing stormwater program narrative
- Outreach materials (fact sheets, presentations, and web content)

Task 7 Deliverables

- SMARTS-compatible reporting tables and maps
- MS4 permit compliance crosswalk
- AMP deliverables organized for regulatory reporting

Task 8 Deliverables

- Defined performance metrics and measurable outcomes
- Proposed KPIs for AMP implementation and tracking

Task 10. ADD-ALTERNATE TASKS (if budget available)

- Alternate A: Expanded financial strategy with funding scenarios and sensitivity analysis.
- Alternate B: Full Long-term Asset Operation and Improvement Plan with prioritized schedule for maintenance, rehab/replacement, and new assets.

F. Budget and Schedule of Charges

NCE proposes the following rough fee estimate to meet the available budget. We look forward to collaborating with the City to refine the level of effort and fee estimate for any specific task to provide the optimal value for the City.

Fort Bragg Stormwater Asset Management		Michael Liquori	Jason Drew	Dave Rios	Jeremy Hall	Katie Robinson	Tech Editor/ Clerical/ Intern	NCE Totals		Expenses	Subconsultants	
		# Hrs @ \$280	# Hrs @ \$280	# Hrs @ \$280	# Hrs @ \$240	# Hrs @ \$180	# Hrs @ \$125	Hours	Fee		Schaaf & Wheeler	Total Fee & Expenses
		50	24	14	91	170	14	363	\$ 78,830	\$ 236	\$ 3,500	\$ 82,566
1	Project Initiation & Data Review	6			8	12		26	\$ 5,760			\$ 5,760
2	Asset Inventory Integration	4			8	20		32	\$ 6,640			\$ 6,640
3	Levels of Service and Condition Assessment Framework	4		4	6	20		34	\$ 7,280			\$ 7,280
4	Routine Asset Maintenance Plan	8		4	20	32		64	\$ 13,920		\$ 3,500	\$ 17,420
5	Program Cost Tracking and Forecast	2	6	1	10	14		33	\$ 7,440			\$ 7,440
6	Public Outreach & Education Campaign	2			4	20		26	\$ 5,120			\$ 5,120
7	Reporting & Compliance Alignment	12	16	1	13	20		62	\$ 14,840			\$ 14,840
8	Performance Metrics	4			8	12		24	\$ 5,200			\$ 5,200
9	Deliverables	8	2	4	14	20	14	62	\$ 12,630	\$ 236		\$ 12,866
	Total	50	24	14	91	170	14	363	\$ 78,830	\$ 236	\$ 3,500	\$ 82,566

SCHEDULE OF CHARGES 2026

PROFESSIONAL SERVICES

	Principal	\$350/hour
	Associate	\$280/hour
	Senior II	\$235/hour
	Senior I	\$225/hour
Project I	Project II	\$215/hour
	\$200/hour	
	Staff II	\$190/hour
	Staff I	\$175/hour

TECHNICAL SERVICES

	Senior Construction Manager*	\$180/(\$205-PW)/hour
	Construction Inspector*	\$160/(\$185-PW)/hour
	Senior Designer	\$190/hour
	CADD Designer	\$170/hour
	CADD/GIS Technician	\$140/hour
	Senior Field Scientist	\$150/hour
	Field Scientist	\$130/hour
	Senior Technician*	\$160/(\$185-PW)/hour
	Field/Engineering Technician*	\$130/(\$155-PW)hour
	Project Administrator.....	\$135/hour
	Technical Editor.....	\$120/hour
	Clerical.....	\$120/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

	Engineer/Scientist	\$435/hour
	Court Appearances & Depositions	\$605/hour

EQUIPMENT

	Plotter Usage.....	(separate fee schedule)
	Truck	\$130/day
	Automobile	IRS Standard Mileage Rate+15%
	Falling Weight Deflectometer Testing.....	\$5,000/Day
	Coring.....	\$6,000/Day
	Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.cost + 15%

COMMUNICATION/ REPRODUCTION

	In-house costs for postage, printing and copying
	project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

G. Work Schedule

Fort Bragg Stormwater Asset Management		2026									
		F	M	A	M	J	J	A	S	O	N
1	Project Initiation & Data Review										
2	Asset Inventory Integration										
3	Levels of Service and Condition Assessment Framework										
4	Routine Asset Maintenance Plan										
5	Program Cost Tracking and Forecast										
6	Public Outreach & Education Campaign										
7	Reporting & Compliance Alignment										
8	Performance Metrics										
9	Deliverables										

H. Insurance

NCE is able to meet City’s insurance requirements.

I. Consultant Agreement

NCE has reviewed the City's professional services agreement. Under the indemnification section, NCE requests that the design professional language be used as NCE is a professional engineering firm, has licensed professional engineers as part of our team, and several of the tasks require professional engineer related work.

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS