

**CITYOFSEBASTOPOL
RESOLUTION NO.6798-2026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONSTRUCTION CONTRACT FOR THE SEBASTOPOL LIBRARY REHABILITATION PROJECT WITH DMR
BUILDERS FOR \$74,250 AND AUTHORIZING CHANGE ORDERS UP TO TWENTY PERCENT OF THE CONTRACT
AWARD OR \$14,850**

WHEREAS, The City of Sebastopol owns the Sebastopol Library building located at 7140 Bodega Avenue, and is responsible for maintaining and repairing the building shell and major structural components of the facility; and

WHEREAS, In June 2026, moisture intrusion, mold contamination, and areas of dry rot were identified within portions of the Sebastopol Library, resulting in the closure of the facility and the City's initiation of emergency investigation and remediation activities; and

WHEREAS, The investigation, demolition, and remediation activities identified moisture-related deterioration and dry rot within portions of the exterior wall assemblies and established the need for reconstruction and repair of affected building components; and

WHEREAS, The Sebastopol Library Rehabilitation Project will reconstruct and repair affected portions of the building, including deteriorated wood framing, exterior brick veneer, moisture-proofing and waterproofing, insulation, drywall, and interior and exterior finishes; and

WHEREAS, The City solicited bids for the reconstruction work, and DMR Builders submitted the lowest responsive and responsible bid in the amount of \$74,250; and

WHEREAS, Staff recommends awarding the construction contract to DMR BUILDERS in the amount of \$74,250 and authorizing a construction contingency of up to twenty percent (20%) of the contract award, or \$14,850, to address unforeseen field conditions, quantity adjustments, and other necessary work associated with completing the Project; and

WHEREAS, The reconstruction phase will allow the City to restore the affected portions of the Library following the investigation and remediation work and continue efforts toward returning the Library to public use.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sebastopol hereby accepts the bid for the Sebastopol Library Rehabilitation Project and awards the construction contract to DMR Builders in the amount of \$74,250 and authorizes the City Manager to execute the contract upon receipt of the requisite bonds, insurance documents, and other required contract documents.

BE IT FURTHER RESOLVED that the City Council authorizes a construction contingency of up to twenty percent (20%) of the total contract award, or \$14,850, if needed, for unforeseen field conditions, quantity adjustments, and other necessary work associated with completing the Project, including reconstruction and repair of building components affected by moisture intrusion, dry rot, and the preceding investigation, demolition, and remediation activities.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 15th day of September 2026.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:

Ayes: Councilmembers Carter, Hinton, Zollman, Vice Mayor Maurer, and Mayor McLewis
Noes: None
Abstain: None
Absent: None

APPROVED:

Signed by:

Jill McLewis

7C6BCED0A8914A1...

Mayor Jill McLewis

Signed by:

Mary Gourley

44C0774260FE430...

Mary Gourley, City Manager

ATTEST:

Signed by:

Alex Mog

66BDB79D572A4EB...

Alex Mog, City Attorney

APPROVED AS TO FORM:

SMALL PROJECT CONSTRUCTION AGREEMENT

This small project construction agreement ("Agreement") is entered into by and between the City of Sebastopol ("City") and DMR Builders Corporation ("Contractor") as of September 16, 2026 ("Effective Date"). City and Contractor may each be referred to as a "party" or collectively as the "parties."

1. Contractor represents that it is fully qualified to perform the requested services and is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this agreement.
2. The services to be performed are described as follows for **Sebastopol Library Building Rehabilitation Project** and in Exhibit A (the "Work"): Reconstruction and repair of demolished areas, estimating 48 linear feet of wall with dry rot that will need removal and repair including removal and replacement of exterior brick veneer, approximately 400 linear feet of wall area to moisture proof, install insulation, sheetrock, and paint. All materials and moisture barrier to be approved by the City prior to installation.
3. Contractor's maximum compensation for completion of the Work shall be \$74,250 (the "Contract Price"), including authorized incurred expenses. Such compensation shall be paid by City as follows:
 - ☐ following written notice of City's acceptance of the Work.
 - ☐ upon the receipt of periodic invoices, which shall be provided to the City not more frequently than once per month.

Any request for payment by Contractor shall be accompanied by a detailed invoice, with such information reasonably requested by the City.

4. The Contractor shall complete the Work to the satisfaction of the City by Thursday, December 1, 2026, unless a later date is authorized by the City in writing. City may inspect and accept or reject any of portion of the Work, either during performance or when completed. City shall reject or finally accept the Work within fifteen (15) days after submitted to City, unless the parties mutually agree to extend such deadline.
5. The City may terminate this Agreement without cause upon written notice to Contractor. In the event of termination without cause, the City shall compensate the Contractor for work already completed or supplies already purchased, upon transfer of ownership of such supplies to the City. If Contractor fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City may terminate this Agreement if the default is not promptly corrected upon written notice and without any compensation to Contractor.
6. Contractor shall provide only the Work described herein. No change in the Work shall occur without the prior written authorization of the City.

7. Contractor shall perform the Work in a safe and professional manner. In performing this agreement, Contractor shall comply with all City, county, state, or federal laws,

rules, regulations, policies, or ordinances, including, but not limited to, any that pertains to workplace safety, and the prohibition of discrimination, harassment, workplace violence, or misuse of City property.

8. Contractor is, and shall at all times remain as to City, a wholly independent contractor, and not an agent of the City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise bind the City in any manner. City and its agents shall have no control over the conduct of Contractor except as set forth in this agreement. Contractor shall not represent that he or she is in any manner an employee of City.
9. All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this agreement are deemed confidential and shall not be disclosed by Contractor without City's prior written consent. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of the agreement.
10. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, of any kind whatsoever arising out of the Contractor's performance of the Work, except such liability caused by the sole negligence or willful misconduct of the Indemnified Parties. The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.
11. Contractor shall maintain insurance as required in Exhibit B. These are minimum insurance required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to City and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to City.
12. A labor and materials (payment) bond is required for this Agreement. If required for this Agreement, before beginning the Work, Contractor shall provide a labor and materials bond in the amount of one hundred percent (100%) of the Contract Price, and which conforms with the requirements of Civil Code section 9550 et seq. Any such bond must be issued by a corporate surety which is an admitted surety insurer in the State of California. Any bond signed by an agent must be accompanied by a certified copy of such agent's authority to act. If the surety on any bond provided by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, Contractor shall, within seven (7) days

thereafter, substitute another bond and surety in accordance with the requirements set forth herein.

13. If required under Labor Code Section 1720 and other applicable federal, state, or local law, pursuant to California Labor Code Section 1771, Contractor and any subcontractor shall pay all workers employed in execution of the Work in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the Work. Copies of the prevailing rates of per diem wages are on file at the Recording Secretary's office, and shall be made available to any interested party on request.

Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.

Contractor and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.

In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Agreement. Contractor and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the City, forfeit twenty five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

14. If Contractor damages any property belonging to the City or a third party, the Contractor shall make repairs immediately, at Contractor's sole cost and expense, to the satisfaction of the City. In the event that Contractor fails to perform the necessary repairs, the City may either retain from the money due to Contractor an amount sufficient to repair the damage or perform the repairs and send an invoice to the Contractor for such costs, which shall be paid within thirty (30) days.
15. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this agreement. Contractor represents and warrants that that it has all necessary licenses to perform the Work.

16. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
17. This Agreement shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Sonoma.
18. Any claim arising under this Agreement shall be subject to the procedures in Public Contract Code section 9204. Compliance with such procedures shall not excuse compliance with the requirement of Government Code section 910 *et seq.*
19. Pursuant to Labor Code section 1771.1, Contractor may not engage in the performance of the Work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 thereof. As required in Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, during term of this Agreement Contractor shall be registered to perform public work pursuant to Section 1725.5 thereof.
20. No assignment in transfer in whole or in part of this Agreement shall be made without the prior written consent of City. Contractor may not engage any subcontractor to perform any of the Work without the prior written consent of the City

Contractor's DIR Registration Number: 1000058288

CONTRACTOR NAME

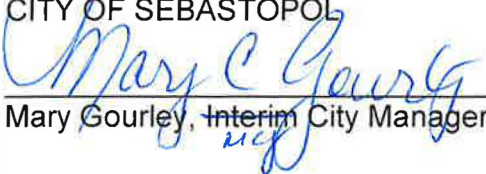


Godemar Da Silva, Jr.

09/23/2026

Date

CITY OF SEBASTOPOL



Mary C. Gourley, Interim City Manager

09/28/2026

Date

EXHIBIT A
SCOPE AND FEE

**Public Works Department**

714 Johnson Street

Sebastopol, CA 95472

Phone: (707) 823-2151

Website: www.ci.sebastopol.ca.usEmail: engineering@cityofsebastopol.gov**SCOPE OF WORK****Sebastopol Library Building Rehabilitation Project****Project Location**

Sebastopol Regional Library, 7140 Bodega Avenue, Sebastopol, CA

Background

The Sebastopol Regional Library observed moisture conditions within the library in June 2026 that prompted further investigation of the building's exterior wall assemblies. Initial testing by hired remediation experts identified moisture intrusion, mold contamination, and areas of dry rot within portions of the building. The City initiated emergency response actions to have the building evaluated to determine the extent of the damage, protect public health, and prevent further deterioration of the structure. The City initiated Phase I emergency services, including environmental testing, containment, remediation of affected areas, moisture investigation, and evaluation of concealed building conditions. Information obtained during this work initiated additional investigation, demolition, and re-mediation of the impacted areas and examination of the entire exterior structure. This work will be completed in August 2026 and the site is ready to move forward with reconstruction and repair.

Description of Work

Reconstruction and repair of demolished areas, estimating 48 linear feet of wall with dry rot that will need removal and repair including removal and replacement of exterior brick veneer, approximately 400 linear feet of wall area to moisture proof, install insulation, sheetrock, and paint. All materials and moisture barrier to be approved by the City prior to installation.

Repair includes:

- Protection of the Library materials.
- Removal and replacement of wood framing where dry rot and structural deterioration is observed.
- Removal brick veneer associated with dry rot areas.
- Moisture-proofing/waterproofing of exterior walls through the interior cavity.
- Reconstruction of wall insulation and drywall.
- Interior finishes, such as wall texturing, trim, baseboard and painting.
- Exterior finishes, reapplying brick veneer siding.

Schedule

Bid Due: September 8, 2026 at 2pm
(Send to contacts as listed below).

Start: Ability to start ASAP / Project to be awarded September 15, 2026
Duration: 45 days

Bid Item	Unit(s)	Unit Price	Extended Price
Mobilization/Demobilization	1 LS	\$6,250.00	\$6,250.00
Exterior Dryrot Wall Repairs	250 SF	\$36.00	\$9,000.00
Exterior Brick Replacement	250 SF	\$24.00	\$6,000
Interior Reconstruction (Insulation, Sheetrock, Paint)	4000 SF	\$9.25	\$37,000
Trim ¹	400 LF	\$17.50	\$7,000.00
Baseboard ²	400 LF	\$10.00	\$4,000.00
Protection of Library Materials During Construction and remove isolation chambers at end.	1 LS	\$5,000.00	\$5,000.00
Total			\$74,250.00

* 1 Approx 80% or 320LF of the original 1x12 Dark Oak Trim was saved this item is to reinstall and match remain (80 LF). (Attachment 2)

** 2 Match existing baseboard 1 x 2 Dark Oak baseboard (Attachment 2)