



# City of Fort Bragg

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

## Meeting Agenda City Council

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

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Monday, April 27, 2026

6:00 PM

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### COUNCILMEMBERS PLEASE TAKE NOTICE

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

### ZOOM WEBINAR INVITATION

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

*You are invited to a Zoom webinar.*

*When: Apr 27, 2026 06:00 PM Pacific Time (US and Canada)*

*Topic: City Council Meeting*

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

*<https://us06web.zoom.us/j/87436239431>*

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

*Webinar ID: 874 3623 9431*

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

### CLOSED SESSION REPORT

### AGENDA REVIEW

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [26-181](#) Presentation of Proclamation Declaring May 1 - 8, 2026 as Rhododendron Week

**Attachments:** [16- Rhododendron Week](#)

- 1B. [26-191](#) Presentation of Proclamation Honoring the 20th Anniversary of Cafe 1

**Attachments:** [18- Cafe 1 20th](#)

- 1C. [26-192](#) Presentation of Proclamation Honoring the 35th Anniversary of KOZT "The Coast"

**Attachments:** [17-KOZT 35th](#)

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

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

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

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

*WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin St, Fort Bragg, during normal business hours. All comments after 2 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software. Public comments may be submitted to [cityclerk@fortbraggca.gov](mailto:cityclerk@fortbraggca.gov). Kindly identify emails as "public comment" otherwise they will be characterized as correspondence to Councilmembers.*

## **3. STAFF COMMENTS**

## **4. MATTERS FROM COUNCILMEMBERS**

## **5. CONSENT CALENDAR**

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

- 5A. [26-200](#) Adopt Resolution of the Fort Bragg Municipal Improvement District Board Approving Emergency Sewer Repairs at North Harbor Drive and Authorizing City Manager to Execute Contract with Akeff Construction Services, Inc. (Amount not to Exceed \$19,450); and Authorize Budget Amendment 2025/26-11; Categorical Exemption 15301
- Attachments:** [Att 1 - RESO N Harbor Emergency Sewer](#)  
[Att 2 - Budget Amendment 2025-26-11](#)  
[Att 3 - Akeff Quote](#)
- 5B. [26-160](#) Accept Certificate of Completion for the Police Department Security Retrofit Project and Direct City Clerk to File Notice of Completion
- Attachments:** [Notice of Completion](#)  
[Att 1 - Exhibit A Certificate of Completion](#)
- 5C. [26-196](#) Adopt Resolution of the Fort Bragg City Council Resolution Approving a List of Projects for Fiscal Year 2026-27 Funded by SB 1: The Road Repair and Accountability Act of 2017
- Attachments:** [RESO 2026-27 LSR Project List](#)
- 5D. [26-197](#) Adopt Resolution of the Fort Bragg City Council Approving First Amendment to Professional Services Agreement with Lumos & Associates for the 30 Percent Design of the LPP Candidate Surface Improvement Project and Authorizing the City Manager to Execute Contract Amendment (Amount Not To Exceed \$180,050.00):CEQA Exemption 15301(c)
- Attachments:** [RESO Lumos 30% Design Contract Amend 1](#)  
[Att 1 - Fort Bragg Oak Street Utilities Assessment Proposal](#)  
[Att 2 - Lumos and Associates, Inc.30 Percent Design Agreement](#)  
[Att 3 - Change Order Summary Table](#)
- 5E. [26-194](#) Receive and File Minutes of the Community Development Committee Meeting, of March 2, 2026
- Attachments:** [03022026 CDC Minutes](#)
- 5F. [26-198](#) Receive and File Minutes of the Visit Fort Bragg Committee Meeting of March 10, 2026
- Attachments:** [VFB MINS 03.10.2026](#)
- 5G. [26-190](#) Approve Minutes of Special Meeting of April 13, 2026
- Attachments:** [SCC 04132026](#)
- 5H. [26-180](#) Approve Minutes of April 13, 2026
- Attachments:** [CCM04132026](#)

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

## **7. PUBLIC HEARING**

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

- 7A. [26-189](#)** Receive Report, Hold a Public Hearing, and Introduce by Title Only, and Waive Further Reading of Ordinances:
- (1) Ordinance (xxxx-2026) Repealing and Replacing Chapter 15.04 (Construction Codes - Adopted by Reference) and Chapter 15.05 (California Fire Code of Title 15 (Buildings and Construction) of the Fort Bragg Municipal Code; Adopting and Incorporating the California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, California Green Building Standards Code, California Referenced Standards Code, California Fire Code, California Wildland-Urban Interface Code; and Adopting Local Findings; and Making Other Technical and Administrative Revisions to Title 15; CEQA Exemption 15061(b)(3); and
- (2) Ordinance (xxxx-2026) to Amend Chapter 15.06 of the Fort Bragg Municipal Code to Require Sprinkler Installation in Buildings with Building Permits with Cumulative Valuations of \$125,000 or more, over a three year period; CEQA Exemption 15061(b)(3)

**Attachments:** [04272026 Update FBMC Chapter 15.04, 15.05 and 15.06 Staff Report](#)

[Att 1 - ORD - 2025 California Building Standard Code](#)

[Att 2 - ORD - Fire Sprinkler Revision](#)

[Att 3 - Summary of 2025 Title 24 CA Code Changes](#)

[Att 4 - NOPH](#)

[Public Comment](#)

## **8. CONDUCT OF BUSINESS**

- 8A. [26-204](#)** Receive Report and Provide Direction on Transitioning from Cash Purchase to Fleet Lease Program for City of Fort Bragg Vehicle Replacement and Consider Adoption of Fort Bragg City Council Resolution

**Attachments:** [04272026 Staff Report](#)

[Att 1 - Vehicle Replacement Plan- Fleet Enterprise](#)

[Att 2 - RESO Fleet Lease Program](#)

- 8B. [26-202](#)** Receive Report and Provide Direction Regarding Various Options to Improve Community Awareness of Large Pending Development Projects in Fort Bragg

**Attachments:** [04272026 Visual Analysis Staff Report](#)

8C. [26-203](#) Receive Extreme Weather Shelter 25/26 Season Report

**Attachments:** [04272026 EWS STAFF REPORT 25-26 SEASON](#)

**9. CLOSED SESSION**

**ADJOURNMENT**

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

**NEXT REGULAR CITY COUNCIL MEETING:  
6:00 P.M., MONDAY, MAY 11, 2026**

STATE OF CALIFORNIA     )  
  )ss.  
COUNTY OF MENDOCINO    )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on April 23, 2026.

\_\_\_\_\_  
Diana Paoli  
City Clerk

**NOTICE TO THE PUBLIC:**

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

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

**ADA NOTICE AND HEARING IMPAIRED PROVISIONS:**

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

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

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



# City of Fort Bragg

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## Text File

File Number: 26-181

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:**  
Recognition/Announcements

**Agenda Number:** 1A.

Presentation of Proclamation Declaring May 1 - 8, 2026 as Rhododendron Week



## PROCLAMATION



### RHODODENDRON WEEK May 1 - May 8, 2026

**WHEREAS**, the Mendocino Coast area, because of its climate and soils, produces more varieties of rhododendrons – including its wild species – than any other area in California; and

**WHEREAS**, Fort Bragg is famous for its many beautiful rhododendron gardens including the Mendocino Coast Botanical Gardens and many rhododendron nurseries; and

**WHEREAS**, many rhododendrons have been locally hybridized with names such as ‘Noyo Mist’, ‘Len’s Pacific Foam’, ‘Fort Bragg Centennial’, ‘Noyo Chief’, ‘Noyo Dream’, ‘Pomo Princess’, ‘Elsie Fry’, ‘Ruby Bowman’, ‘Doctor Bowman’, ‘Fort Bragg Glow’, ‘Jim Drewry’, ‘Noyo Charm’, ‘Mendocino Gold’ and ‘Mendocino Magic;’ and

**WHEREAS**, the mission of the Noyo Chapter of the American Rhododendron Society is to encourage and develop, in all possible ways, interest in the growing and culture of rhododendrons and azaleas; and

**WHEREAS**, the 47th Annual John Druecker Memorial Rhododendron Show – one of the largest rhododendron shows on the west coast with over 800 entries entered annually – will be held on May 2nd and 3rd at our local Mendocino Coast Botanical Gardens.

**NOW, THEREFORE, I, JASON GODEKE**, Mayor of the City of Fort Bragg, do hereby proclaim the week of May 1 – May 8, 2026 as **RHODODENDRON WEEK**.

SIGNED this 27th day of April, 2026

\_\_\_\_\_  
JASON GODEKE, Mayor

ATTEST:

\_\_\_\_\_  
DIANA PAOLI,  
City Clerk  
No. 16-2026



# City of Fort Bragg

416 N Franklin Street  
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## Text File

File Number: 26-191

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:** 1B.

Presentation of Proclamation Honoring the 20th Anniversary of Cafe 1

# Proclamation

## Honoring the 20th Anniversary of Café 1



**WHEREAS**, Café 1 has been a beloved Fort Bragg establishment since opening its doors in 2006, offering fresh, wholesome, and thoughtfully prepared meals to residents and visitors for two decades; and

**WHEREAS**, Café 1 has become known for its commitment to healthy, sustainable, and locally inspired food, reflecting the values, creativity, and environmental consciousness of the Mendocino Coast; and

**WHEREAS**, for twenty years Café 1 has served as a welcoming community gathering place, where friends, families, and neighbors come together to share good food, warm conversation, and a spirit of connection; and

**WHEREAS**, the owners and staff of Café 1 have demonstrated exceptional dedication to customer service, local sourcing, and community well-being, contributing to the vitality of Fort Bragg's local economy and culinary identity; and

**WHEREAS**, Café 1 has supported local farmers, artisans, and food producers, helping to strengthen the resilience and sustainability of the region's local food system; and

**WHEREAS**, the continued success of Café 1 is a testament to the hard work, passion, and care of everyone who has been part of its operation, as well as the loyal customers who have embraced it for the last twenty years; and

**WHEREAS**, the City of Fort Bragg celebrates and honors local businesses that enrich community life, strengthen local culture, and contribute to the enduring charm and character of our coastal city; and

**WHEREAS**, the 20th anniversary of Café 1 is a significant milestone and an opportunity to recognize its positive impact and lasting presence in the community;

**NOW THEREFORE**, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby recognize and congratulate Café 1 on the momentous occasion of its 20th Anniversary, and extend our deepest appreciation for their ongoing contributions to the Fort Bragg community.

SIGNED this 27<sup>th</sup> day of April 2026

\_\_\_\_\_  
JASON GODEKE, Mayor

ATTEST:

\_\_\_\_\_  
Diana Paoli, City Clerk  
No. 18-2026



# City of Fort Bragg

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

## Text File

File Number: 26-192

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:** 1C.

Presentation of Proclamation Honoring the 35th Anniversary of KOZT "The Coast"



## PROCLAMATION Honoring the 35<sup>th</sup> Anniversary of KOZT “The Coast”

**WHEREAS**, KOZT “The Coast” first went on the air in 1991 and has, for thirty-five years, served the Mendocino Coast as a trusted, independent, community-minded radio station providing exceptional music programming, local news, and public service; and

**WHEREAS**, KOZT has become an iconic part of daily life in Fort Bragg and throughout the region, known for its distinctive blend of rock, blues, Americana, and locally curated content that celebrates the unique character and creative spirit of the North Coast; and

**WHEREAS**, KOZT has consistently demonstrated a deep commitment to community service through emergency broadcasting, public-safety alerts, nonprofit support, live local interviews, and event promotion, keeping residents informed, connected, and engaged; and

**WHEREAS**, the station’s dedication to locally produced programming has uplifted local musicians, artists, and community voices, reflecting and amplifying the diverse culture and resilience of the Mendocino Coast; and

**WHEREAS**, the staff and hosts of KOZT have earned regional and national recognition for broadcast excellence, showcasing the talent, professionalism, and passion that continue to distinguish the station; and

**WHEREAS**, the 35-year legacy of KOZT represents not only a milestone for the station but a point of pride for the entire community, demonstrating the enduring value of independent local media in strengthening civic life; and

**WHEREAS**, the City of Fort Bragg wishes to honor KOZT for its outstanding contributions, unwavering dedication, and lasting positive impact on the residents of our coastal community;

**NOW THEREFORE BE IT RESOLVED**, I Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby recognize and congratulate KOZT “The Coast” on the noteworthy occasion of its 35th anniversary, and extend our deep appreciation for their ongoing contributions to the Fort Bragg community.

SIGNED this 27<sup>th</sup> day of April 2026

\_\_\_\_\_  
JASON GODEKE, Mayor

ATTEST:

\_\_\_\_\_  
Diana Paoli, City Clerk  
No. 17-2026



# City of Fort Bragg

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

File Number: 26-200

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** ID Resolution

**Agenda Number:** 5A.

Adopt Resolution of the Fort Bragg Municipal Improvement District Board Approving Emergency Sewer Repairs at North Harbor Drive and Authorizing City Manager to Execute Contract with Akeff Construction Services, Inc. (Amount not to Exceed \$19,450); and Authorize Budget Amendment 2025/26-11; Categorical Exemption 15301

**FORT BRAGG CITY COUNCIL RESOLUTION NO. \_\_\_\_-2026**

**AND**

**MUNICIPAL IMPROVEMENT DISTRICT RESOLUTION NO. ID \_\_\_\_-2026**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD AND THE FORT BRAGG CITY COUNCIL APPROVING EMERGENCY SEWER REPAIRS AT NORTH HARBOR DRIVE AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT WITH AKEFF CONSTRUCTION SERVICES, INC. (AMOUNT NOT TO EXCEED \$19,450.00); AND AUTHORIZE BUDGET AMENDMENT 2025/26-11; CATEGORICAL EXEMPTION 15301**

**WHEREAS**, a sewer lateral that serves the property at 32200 N Harbor Drive was damaged and needs to be repaired; and

**WHEREAS**, because the sewer main on N Harbor Drive is deeper than the typical lines throughout the City, specialty equipment is required to do this work; and

**WHEREAS**, a quote was received from Akeff Construction Services, Inc. (Akeff) for a total amount not to exceed \$19,450.00; and

**WHEREAS**, the City has confirmed that Akeff has the proper license and experience and meets the requirements to perform the repairs; and

**WHEREAS**, Budget amendment 2025/26-11 is needed to cover the cost of these unexpected repairs; and

**WHEREAS**, pursuant to Fort Bragg Municipal Code 3.22.040 and California Public Contract Code 22050, a public agency may, in cases of emergency, authorize the award of a contract without complying with the requirements of notice inviting bids; and

**WHEREAS**, this project is categorically exempt pursuant to CEQA Guidelines 15301 as it involves the repair and maintenance or minor alteration of an existing public structures or facility involving negligible or no expansion of the existing or former use.

**NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED AS FOLLOWS:**

1. That the Recitals set forth above are true and correct and are incorporated herein as findings and determinations.
2. That the Fort Bragg Municipal Improvement District Board does hereby authorize the City Manager to execute a contract with Akeff Construction Services, Inc. for the emergency sewer repairs at North Harbor Drive (Amount Not to Exceed \$19,450.00) and authorizes Budget Amendment 2025/26-11.

**The above and foregoing Resolution was introduced by Councilmember/Board Member \_\_\_\_\_, seconded by Councilmember/Board Member \_\_\_\_\_, and passed and adopted at a regular meeting of the District Board of the Fort Bragg Municipal**

Improvement District No. 1 held and the Fort Bragg City Council on the 27<sup>th</sup> day of April, 2026, by the following vote:

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

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**JASON GODEKE**  
Chair

**ATTEST:**

---

**DIANA PAOLI**  
District Clerk



AKEFF CONSTRUCTION SERVICES, INC  
32205 N MITCHELL CREEK RD  
FORT BRAGG, CA 95437  
707-964-7346  
License #806381  
[akeff@live.com](mailto:akeff@live.com)

April 21, 2026

Proposal for: City of Fort Bragg

Location: N. Harbor Dr. Fort Bragg, Ca 95437

Description of Proposal:

Installation of New Sewer lateral

Include- 2 days (any additional days with be billed as T/M)  
Pipe and fittings, sand and rock, shoring

Excludes- Asphalt material. Any and all costs related to repair work or materials for damage to existing lines/utilities during excavation, installation, cave in and /or backfilling. Cost to repair additional road area.

Total estimate: \$19,450.00

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing Akeff Construction Services, Inc. to do the work as specified above. Any changes to original plans may result in additional charges. Excludes permits and fees, bonding and certified payroll.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date



# City of Fort Bragg

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## Text File

**File Number: 26-160**

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Certificate of  
Completion

**Agenda Number:** 5B.

Accept Certificate of Completion for the Police Department Security Retrofit Project and Direct City Clerk to File Notice of Completion

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

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

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

**NOTICE OF COMPLETION**

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.
2. The full name of the owner is City of Fort Bragg, a municipal corporation.
3. The nature of the interest of the owner is a fee interest.
4. This project was constructed in accordance with the Contract entitled **Police Department Security Retrofit Project** dated April 30, 2025.
5. The name of the contractor of the improvement work is Jess Construction 208 Park Street Fort Bragg, Ca 95437. The contract was awarded to this firm on April 28, 2025, pursuant to Resolution 4921-2025 by the Fort Bragg City Council.
6. The address of the owner is the City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.
7. On February 27, 2026, Alfredo Huerta, Assistant City Engineer, executed a Certificate of Completion for the above-referenced project indicating that this project was completed as of that date. See Certificate of Completion attached hereto as Exhibit A.

State of California )

County of Mendocino )

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

City Council Approval

CITY OF FORT BRAGG

April 26, 2026  
(Date)

By: \_\_\_\_\_  
Diana Paoli  
City Clerk

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

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

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

Jess Construction  
208 Park Street  
Fort Bragg, Ca 95437

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

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

ATTEST:

---

Diana Paoli  
City Clerk



# CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin Street, Fort Bragg, CA 95437  
Phone: (707) 961-2823 Fax: (707) 961-2802  
[www.FortBragg.com](http://www.FortBragg.com)

## CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with Jess Construction for the Police Department Security Retrofit Project dated April 30, 2025, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of April 28, 2025.

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

Signed by:

*Alfredo Huerta*

05402CC3A74949E...

Alfredo Huerta

Assistant City Engineer

DATED: February 27, 2026.

EXHIBIT "A"



# City of Fort Bragg

416 N Franklin Street  
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## Text File

File Number: 26-196

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5C.

Adopt Resolution of the Fort Bragg City Council Resolution Approving a List of Projects for Fiscal Year 2026-27 Funded by SB 1: The Road Repair and Accountability Act of 2017

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

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated One Hundred Seventy-Six Thousand Eight Hundred Twenty-Four Dollars (\$201,657.00) in RMRA funding in Fiscal Year of 2026-27 from SB 1; and

**WHEREAS**, this is the tenth (10<sup>th</sup>) year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities; and

**WHEREAS**, the City uses the Traffic Modification Requests and service requests submitted by citizens and approved by the Traffic Committee in combination with the field maintenance observations of issues throughout the year to develop the SB 1 project locations to ensure revenues are being used on the most high-priority and cost-effective maintenance projects for our community; and

**WHEREAS**, the funding from SB 1 will help the City focus on the procurement and operational needs for pavement maintenance and rehabilitation citywide; and

**WHEREAS**, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and alleyways are in fair condition and this revenue will help the City sustain the overall fair quality of the City's road system over the next decade; and

**WHEREAS**, the SB 1 project list, and the City's overall investment in local streets and roads infrastructure with a focus on basic maintenance and safety will have significant positive impacts on the City's ability to procure equipment and materials for road maintenance work performed by Public Works staff; and

**NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND** by the City Council of the City of Fort Bragg, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

**Project Title: PP01-2026. Street and Alley Pavement Maintenance**

**Project Description:** Procurement of RMRA Eligible Public Works Equipment, Road Maintenance and Rehab Materials, and Public Works Staffing to perform Small Scale pavement repair and patching. The goal of this project is to prevent street and alley pavement on local/residential streets with low Pavement Condition Index (PCI) ratings from deteriorating to an unusable state, as these street categories often go unselected for rehabilitation due to the algorithm used in the Pavement Management Program.

**Project Location:** Citywide

**Estimated Project Schedule:** Start (07/26) - Completion (06/27)

**Estimated Project Useful Life:** Depending on Materials used and existing pavement conditions, project benefits will last two to ten years.

**Project Title: PP02-2026. Sub-Surface Storm Drainage Maintenance and Repairs**

**Project Description:** Procurement of RMRA Eligible Public Works Equipment, Stormdrain Maintenance and Rehab Materials, and Public Works Staffing to perform sub-surface drainage facilities and repair overlying pavement. The goal of this project is to repair structural damage caused by storms or failures or damaged drainage facilities including curb and gutter, valley gutters, pipes, inlets, and outlets, which convey stormwater off and away from the roadways.

**Project Location:** Citywide

Estimated Project Schedule: Start (07/26) - Completion (06/27)

**Estimated Project Useful Life:** Drainage facility improvement will last 10-30 years.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 27<sup>th</sup> day of April, 2026 by the following vote:

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

---

**Jason Godeke**  
**Mayor**

**ATTEST:**

---

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



# City of Fort Bragg

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

## Text File

File Number: 26-197

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5D.

Adopt Resolution of the Fort Bragg City Council Approving First Amendment to Professional Services Agreement with Lumos & Associates for the 30 Percent Design of the LPP Candidate Surface Improvement Project and Authorizing the City Manager to Execute Contract Amendment (Amount Not To Exceed \$180,050.00):CEQA Exemption 15301(c)

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

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LUMOS & ASSOCIATES FOR THE 30 PERCENT DESIGN OF THE LPP CANDIDATE SURFACE IMPROVEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT (AMOUNT NOT TO EXCEED \$180,050.00)**

**WHEREAS**, on February 23, 2026, the City Council received the staff report titled Street Rehabilitation Funding, Strategies, Location, and Scope and directed staff to proceed with the Oak Street storm drain and utility condition assessment and to expand the scope to include 30% design for the LPP Candidate Surface Improvement Projects to support development of a competitive LPP grant application; and

**WHEREAS**, on March 23, 2026, the City Council approved a Professional Services Agreement with Lumos & Associates for “30% Design LPP Candidate Projects – Surface Improvement Projects” in an amount not to exceed \$117,000; and

**WHEREAS**, prior to the March 23 action, Lumos & Associates had also submitted a Proposal (dated January 21, 2026) for the Oak Street Utilities Assessment, including storm drain CCTV, potholing, condition analysis, and optional sewer assessment tasks, with a base cost of \$82,050 and a potential reduction of \$19,000 if City crews perform potholing; and

**WHEREAS**, staff inadvertently understood the March 13, 2026 proposal to be a fully consolidated scope that included both the utility assessment work and the 30% design work, and therefore did not attach the January 21, 2026 utility assessment scope to the March 23, 2026 contract; and

**WHEREAS**, the omission resulted in an incomplete scope of work in the executed Professional Services Agreement, and the addition of the utility assessment scope exceeds the City Manager’s change order authority under Fort Bragg Municipal Code Section 3.20.060; and

**WHEREAS**, the combined scope of services—Oak Street Utilities Assessment (base scope) and 30% Design for the LPP Candidate Surface Improvement Projects—results in a revised total not-to-exceed contract amount of \$180,050.00; and

**WHEREAS**, the proposed work is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15301(c), as it consists of evaluation and design only related to existing streets and maintenance, repair, or minor alterations of existing public facilities involving negligible or no expansion of existing or former uses; and

**WHEREAS**, sufficient funds are available in the FY 2025/2026 budget for pavement rehabilitation planning and utility assessment activities;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Recitals set forth above are true and correct and incorporated herein as findings and determinations.
2. The City Council of Fort Bragg does hereby approve the First Amendment to the Professional Services Agreement with Lumos & Associates to incorporate the Oak Street Utilities Assessment scope (Proposal LA26.038) into the contract and increase the not-to-exceed amount to \$180,050.00.
3. The City Council authorizes the City Manager to execute the First Amendment and any related documents necessary to carry out the intent of this Resolution.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 27<sup>th</sup> day of April, 2026, by the following vote:

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

---

**Jason Godeke**  
**Mayor**

**ATTEST:**

---

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



January 21, 2026

Proposal LA26.038

Chantell O'Neal  
Assistant Director  
Engineering Division  
416 North Franklin Street  
Fort Bragg, CA 95437  
Via Email: [coneal@fortbraggca.gov](mailto:coneal@fortbraggca.gov)

**Subject: Oak Street Utilities Assessment Proposal**

Dear Ms. O'Neal:

Lumos & Associates, Inc. (Lumos) is pleased to provide this proposal for engineering and related services for Oak Street Utilities Assessment Proposal in Fort Bragg, CA.

**Project Understanding**

The City of Fort Bragg is seeking to better understand which existing sewer and storm drain facilities within the project area should be replaced, upgraded, or rehabilitated. This assessment is intended to provide a defensible, data-driven basis for future capital improvement planning, coordination with roadway projects, and prioritization of limited infrastructure funding.

The proposed work includes a condition assessment of storm drain systems, with an optional sanitary sewer system condition assessment, utilizing available records, field investigations, and closed-circuit television (CCTV) inspections. Findings will be summarized in technical reports documenting existing conditions, deficiencies, and recommended improvement strategies.

The following scope of work is proposed to facilitate the successful delivery of the project.

**Task 1 – Storm Drain CCTV**

Lumos will subcontract a NASSCO Pipeline Assessment Certification Program (PACP) condition assessment survey of the designated storm mains to provide a standardized, comprehensive evaluation of pipe condition that supports asset management and rehabilitation planning. The work shall include CCTV inspection by a PACP-certified operator, systematic coding of structural and operational defects using current NASSCO PACP standards, and quality assurance/quality control (QA/QC) review in accordance with NASSCO QC guidelines to ensure accuracy and completeness of the condition dataset. Deliverables shall be formatted for use in utility asset systems and support rehabilitation prioritization.

Deliverables:

- PACP-coded inspection database and electronic CCTV logs in NASSCO-compliant format
- QA/QC summary report documenting sample review results, error rates, and corrective actions
- Summary condition assessment report with defect frequencies and severity

### **Task 2 – Storm Drain Potholing**

Lumos will contract with a qualified contractor to perform a field investigation including potholing for up to 8 hours within the proposed project limits. It is estimated that approximately 8 – 10 potholes will be performed in that time span, contingent on traffic and ground conditions. Exploration depth will range from one (1) to five (5) feet below ground surface, or practical refusal, whichever comes first. Lumos or the contracted exploration company will complete the USA Dig clearance and will provide the excavation/backfill/hot mix patching services, and the traffic control. Encroachment permit application for the potholing will be completed and submitted by Lumos as required.

Deliverables:

- Pothole Investigation Report

### **Task 3 – Storm Condition Analysis & Proposed Upgrades**

Lumos will perform a storm drain condition assessment without hydraulic modeling. This effort includes:

- Investigation of abandoned or inactive storm drain conduits and their condition
- Guidance on proper abandonment methods
- Evaluation of rehabilitation versus replacement strategies. Investigation of abandoned or inactive storm drain conduits and their current condition
- Identify if Cast-In-Place Pipe (CIPP) rehabilitation methods are reasonable solutions to aging, active pipes.
- Identification of best practices for proper abandonment of storm drain facilities
- Evaluation of rehabilitation alternatives, including lining versus replacement, considering roadway restoration and traffic control impacts
- Evaluation of opportunities to coordinate storm drain improvements with future roadway reconstruction projects
- Preparation of approximately 15% conceptual design documents showing pipe alignments, profiles and sizes based on 2004 SDMP recommendations

Deliverables:

- Storm drain condition assessment summary
- 15% level conceptual design documents illustrating recommended alignments and improvements

### **Task 4 – Project Contingency/Additional Support Services**

The Project Contingency is specifically for additional out-of-scope work as may be required which are unidentifiable at this time. This task shall be utilized and initiated at the sole discretion of the City and will be performed on a time and materials basis in accordance with the current Lumos fee schedule.

### **Task 5 – Sanitary Sewer CCTV (Optional)**

Lumos will subcontract a NASSCO Pipeline Assessment Certification Program (PACP) condition assessment survey of the designated sewer mains to provide a standardized, comprehensive evaluation of pipe condition that supports asset management and rehabilitation planning. The work shall include CCTV inspection by a PACP-certified operator, systematic coding of structural and operational defects using current NASSCO PACP standards, and quality assurance/quality control

(QA/QC) review in accordance with NASSCO QC guidelines to ensure accuracy and completeness of the condition dataset. Deliverables shall be formatted for use in utility asset systems and support rehabilitation prioritization.

Deliverables:

- PACP-coded inspection database and electronic CCTV logs in NASSCO-compliant format
- QA/QC summary report documenting sample review results, error rates, and corrective actions
- Summary condition assessment report with defect frequencies and severity

### **Task 6 - Sewer Condition Analysis (Optional)**

Lumos will perform a sewer condition analysis without development of a hydraulic model. This effort includes:

- Review of available flow monitoring data, where available, to assess relative capacity
- Review of CCTV inspection results to document pipe condition
- Review of as-built records to evaluate pipe age, material, and configuration

This task will focus on condition-based assessment rather than quantitative hydraulic capacity evaluation.

Deliverables:

- Sewer condition assessment summary
- Identification of priority rehabilitation or replacement locations

### **Assumptions / Exceptions**

Lumos has made the following assumptions in preparation of this proposal:

- No permitting or application work is included with this proposal.
- This proposal does not include floodplain modeling, analysis, FEMA permitting, or FEMA coordination.
- Prevailing wages have not been assumed by our inspectors/technicians while on site. If prevailing wages are required, the above costs will be adjusted accordingly.
- Lumos will prepare approximately 15% conceptual design documents. No further design or construction level design documents are included with this proposal.
- While the potholing effort is limited to 8 hours, the quantity of potholes may be increased or decreased depending on site conditions.

### **Schedule**

It is estimated that the Scope of Services can be completed within four (4) to six (6) months of contract execution.

**Fees**

The tasks described in the Scope of Services will be completed for the following fees:

Task	Description	Fee
Task 1	Storm Drain CCTV	\$18,150
Task 2	Storm Drain Potholing	\$24,200*
Task 3	Storm Condition Analysis & Proposed Upgrades	\$29,700
<b>Fixed Fee Subtotal</b>		<b>\$ 72,050.00</b>
Task 4	Project Contingency	\$10,000
<b>Total</b>		<b>\$ 82,050.00</b>

\*Deduct \$19,000 if the City Crew can perform potholing.

Tasks 1 through 3 will be billed as a fixed fee based on percent complete. Task 4 will only be initiated at sole discretion by the City and will be billed on a Time and Materials (T&M) basis.

The table below represents the fixed fee tasks for the optional work scoped under Tasks 5 and 6:

Task	Description	Fee w/ Optional Tasks
Task 5	Sanitary Sewer CCTV (Optional)	\$18,700
Task 6	Sewer Condition Analysis (Optional)	\$13,200
<b>Subtotal</b>		<b>\$ 31,900.00</b>

Tasks 5 and 6 would only be executed under written consent from the City.

Lumos will be happy to amend this proposal as necessary to provide additional services not included in the above scope of work, or to amend the proposed services to better match the City's needs.

If this proposal is acceptable, please issue a task order at your earliest opportunity.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns, as we would be happy to discuss them with you.

Sincerely,



Aaron Brusatori, P.E.  
Group Manager



Ian Mahaffey, P.E.  
Senior Engineer

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
LUMOS & ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of March, 2026 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and Lumos and Associates, Inc., 3840 El Dorado Hills Blvd., Ste. 301, El Dorado Hills, CA 95762 (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide 30 Percent Design for the LPP Candidate Surface Improvement Project, as more fully described herein; and

B. 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

C. 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.

D. WHEREAS, the legislative body of the City on March 23, 2026, by Resolution No 2026-5014 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 One Hundred Seventeen Thousand Dollars (\$117,000.00).

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.

2.5 Prevailing Wage Requirements In accordance with California Labor Code Section 1720, this project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Regulation. The Consultant and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

(a) Payment of Prevailing Wages: In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Consultant and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

(b) Legal Working Days: In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

(c) Payroll Records: Pursuant to Labor Code Section 1776, Consultant and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the

requirements of Labor Code Section 1776. Consultant shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(d) Registration with DIR: Consultant and any subcontractor(s) of Consultant shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

### **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 July 31, 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 January 30, 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 Aaron Brusatori 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:  
Lumos & Associates, Inc.  
3840 El Dorado Hills Blvd, Suite  
301  
El Dorado Hills, CA 95762  
916-980-8228

IF TO CITY:  
City Clerk  
City of Fort Bragg  
416 N. Franklin St.  
Fort Bragg, CA 95437  
Tel: 707-961-2823  
Fax: 707-961-2802

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 not 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 brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. 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 work performed by 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.

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 7920.000 *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 7924.510, 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

Signed by:  
*Isaac Whippy*  
50E8C1A52E474A7  
By: \_\_\_\_\_  
Isaac Whippy  
Its: City Manager

Signed by:  
*[Signature]*  
447AFB736DD64BB  
By: \_\_\_\_\_  
Dan Stucky, P.E.  
Its: Director of Engineering

ATTEST:

Signed by:  
*Diana Paoli*  
E348FAFF33A740D...  
By: \_\_\_\_\_  
Diana Paoli  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Baron Bettenhausen*  
5B6D1E8925C64D1...  
By: \_\_\_\_\_  
Baron J. Bettenhausen  
City Attorney

**EXHIBIT A**

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



Boise • Carson City • Fallon • Lake Tahoe • Reno • El Dorado Hills • Roseville

**El Dorado Hills**  
 3840 El Dorado Hills Blvd, Suite 301  
 El Dorado Hills, CA 95762  
**LumosInc.com**

March 13, 2026

Chantell O’Neal  
 Assistant Director  
 Engineering Division  
 416 North Franklin Street  
 Fort Bragg, CA 95437  
 Via Email: coneal@fortbraggca.gov

**Subject: 30% Design LPP Candidate Projects - Surface Improvement Projects**

Dear Ms. O’Neal:

Lumos & Associates, Inc. (Lumos) is pleased to provide this proposal for engineering and related services for 30% Design of the LPP Candidate Projects for the City of Fort Bragg.

**Project Understanding**

The City of Fort Bragg would like to develop preliminary design (30% design level) documents to understand the scope of work and projected costs to improve the surface of the identified streets. This effort will improve the competitiveness of the project(s) to capture LPP funding as they will be closer shovel ready. The city would like to apply cost effective improvements to increase the PCI of the streets utilizing LPP funds.

The pavement condition index (PCI) of the subject streets was evaluated in 2021 and is reported in the table below.

Field investigations are critical to define the non-visible subsurface structural conditions and determine appropriate methods to improve the paved surface which will achieve expected design life.

Reporting is requested to quantify the “*Improvement level*” of the method of improvement for each street as described in the Staff Report for the February 23, 2026 Council Meeting. This will determine when City Crews can be utilized and when contractors will be needed to deliver the work.

To facilitate Technical Assistance meetings with CTC in August, the 30% design and estimates must be completed by July 31, 2026.

Streets List:

Street	Length (FT)	PCI (2021)
E. Oak St	6,300	62-82
S. Harrison St	2,600	65
West St	1,400	3
E. Chestnut St	2,800	68-84
Alley N100E	430	8
Alley N300D	430	8
<b>Total</b>	<b>13,960</b>	

**Scope of Work**

**Build for people. Work with purpose. Design to last.**

## 1. Project Management

We will provide project coordination, administration, and quality control. We will coordinate field activities with City staff. We will participate in project meetings with Staff and City Council, and prepare agenda and minutes as needed. Our Project Manager will perform brief check-in calls, approximately twice each month. We will monitor budget and schedule and prepare monthly status reports for inclusion with our monthly invoices.

### Deliverables:

- Kickoff Meeting – agenda, minutes, .pdf
- Virtual Meeting to review Draft Technical Memorandum, .pdf
- 30% Design Review Meeting – agenda, minutes, .pdf
- Bi-Weekly Check-In Calls
- Monthly Status Reports and Invoices, .pdf

## 2. Investigate Existing Conditions

We will review the available master planning documents for Storm Drainage, Water and Sewer to determine if any utilities beneath the subject streets should be improved or replaced prior to surface improvements.

We will dispatch a crew to perform a site walk along each of the subject streets 13, (2.4 miles) to assess surface conditions and identify locations for collection of core samples. We will verify the conditions of the roadways proposed for treatment and identify curb ramps which require ADA compliance upgrades. We will mark USA and then collect 20 core samples for soils testing.

### Field Verification will Include:

- Assessment of each roadway section from surface observations
- Identify streets that meet the criteria for surface treatment
- Identify streets that meet the criteria for rehabilitation or reconstruction
- Identify surface drainage infrastructure
- Identify pedestrian access ramps that need compliance upgrades

### Core Sample Analysis Will Include:

- Identification of asphalt layers
- Identification of structural section thickness
- Subgrade soils properties

### Deliverables:

- Reporting of existing conditions, asphalt layers, structural section and soils properties will be included in the Technical Memorandum.

## 3. Topography

Lumos will utilize aerial imagery to define work limits for each of the subject streets. We will extract topography for Alley N100E from existing ground controlled aerial imagery. Only N100E is included for surface topography due to known surface drainage issues in the Alley. The

aerial imagery will be used to define work limits, identify drainage patterns and utility appurtenances.

Deliverables:

- Aerial imagery for each street
- Surface drainage topography for Alley N100E

#### **4. Technical Memorandum**

With the findings of our site walk, field verifications, review of the master planning documents and soils data, we will prepare a Technical Memorandum (memo). The memo will report the existing conditions and recommend appropriate pavement treatments, quantity of curb ramps which need compliance upgrades and any other pertinent information gathered during our investigation. The memo will include budget estimates will include costs for completion of each street through construction. The memo will be presented to City Staff in draft format for review and comment. Comments from Staff will be incorporated into the final Technical Memorandum. The final document will be used to establish a path forward with a sound foundation of information needed to support the final design after funding is secured.

We will perform an in-person presentation of the Technical Report to the City Council during a regularly scheduled meeting. This will provide an opportunity for the Council and public to learn about the existing conditions and why each pavement treatment was recommended.

Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum
- Presentation to City Council

#### **5. 30% Plans and Estimate**

Using the data collected from our investigations and the information presented in the Technical Memorandum, we will prepare preliminary construction documents to the 30% design level. The plans will include plan sheets for each street with a scale of 1"= 30'. We will include typical details that will describe the recommended pavement treatments for each street. We will identify locations of proposed ADA curb ramp compliance upgrades.

Plans to Include:

- Title/Legend/Details (4 sheets)
- Surface Improvement Plans (8 sheets)
- Details (1 sheets)

Deliverables:

- 30% plans, .pdf
- 30% Quantities, .xls & .pdf
- 30% Engineers Opinion of Probable Construction Costs .pdf



**Task 6 – Project Contingency/Additional Support Services**

The Project Contingency is specifically for additional out-of-scope work and field investigations, as may be required, which are unidentifiable at this time. This task shall be utilized and initiated at the sole discretion of the City and will be performed on a time and materials basis in accordance with the current Lumos fee schedule. Such work may include survey effort to document existing utilities, measure depths to inverts and localized, detailed topography.

**Assumptions / Exceptions**

Lumos has made the following assumptions in preparation of this proposal:

- Storm drain studies are not included.
- If utility replacements are recommended within the work area they will be shown in schematic plan view only.
- No permitting or application work is included with this proposal.
- This proposal does not include final design.
- Prevailing wages have not been assumed by our inspectors/technicians while on site. If prevailing wages are required, the above costs will be adjusted accordingly.

**Schedule**

The Scope of Services can be completed within four (4) months of Notice to Proceed.

	Duration	Start	End
Notice to Proceed	0	4/16/2026	4/16/2026
Project Management	4 Month	4/16/2026	8/14/2026
Investigate Existing Conditions	1 Month	4/17/2026	5/15/2026
Topography	1 Week	4/16/2026	4/23/2026
Technical Memorandum	3 Week	5/18/2026	6/8/2026
30% Plans and Estimate	5 Week	6/8/2026	7/13/2026

**Fees**

The tasks described in the Scope of Services will be completed for the following fees:

Task	Description	Fee
Task 1	Project Management	\$7,650
Task 2	Investigate Existing Conditions	\$65,130
Task 3	Topography	\$6,500
Task 4	Technical Memorandum	\$26,080
Task 5	30% Plans	\$19,640
Task 6	Project Contingency	\$7,000
<b>Total</b>		<b>\$132,000</b>

Traffic Control Credit (\$15,000)  
 Deduction if City crews provide traffic control for Coring Operations. It is estimated at 2 crew members for a week.



Tasks 1 through 5 will be billed as a fixed fee based on percent complete. Task 6 will only be initiated at sole discretion by the City and will be billed on a Time and Materials (T&M) basis. Lumos will be happy to amend this proposal as necessary to provide additional services not included in the above scope of work, or to amend the proposed services to better match the City's needs.

If this proposal is acceptable, Please issue a task order at your earliest opportunity.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns, as we would be happy to discuss them with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aaron Brusatori', written over a horizontal line.

Aaron Brusatori, P.E.  
Project Manager

A handwritten signature in blue ink, appearing to read 'Brian Harer', written over a horizontal line.

Brian Harer,  
Group Manager

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



## COMMENTS/REMARKS

Insurer E: Cyber Liability / Policy #C4NHM084997CYBER2026 / Effective 03/31/2026 - 03/31/2027 - Limit of Liability \$2,000,000 Each Claim.

Continued from Description of Operations Section:

NAMED INSURED: LUMOS & ASSOCIATES, INC.

When Named Insureds operations are performed for Certificate Holder and/or entities listed in Description of Operations on the Acord 25 form pursuant to a valid written contract or agreement executed by the Named Insured prior to loss, in accordance with the noted policy(ies): Additional Insured Status is determined by attached GL Form #CGD379(02/19) and #CGD414(04/08), Auto Form #CAT353(02/15) and #CAT474(02/16); Waiver of Subrogation Status is determined by GL Form #CGD379(02/19), Auto Form #CAT353(02/15), Workers Compensation Form #WC000313 & WC990376 (CA); Primary and Non-Contributory Status is determined by GL Form #CGD414(04/08) and Auto Form #CAT474(02/16). Umbrella/Excess Liability Follows Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|---|

**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
  - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
  - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Personal injury":
  - (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
  - (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

**I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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- i. How, when and where the "occurrence" or offense took place ;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Policy #: 8101L5008512543G

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

**PROVISIONS****A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

- 1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

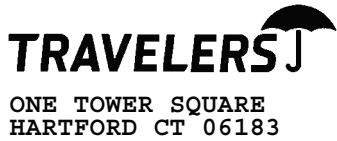
### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: **UB-3P350390-25-43-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

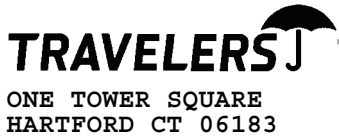
This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A ) - 001

POLICY NUMBER: UB-3P350390-25-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by Jessica L. Carroll

30% Design LPP Candidate Projects - Surface Improvements

Task	Description	Fee
Task 1	Project Management	\$7,650
Task 2	Investigate Existing Conditions	\$65,130 *
Task 3	Topography	\$6,500
Task 4	Technical Memorandum	\$26,080
Task 5	30% Plans	\$19,640
Task 6	Project Contingency	\$7,000
<b>Total</b>		<b>\$132,000</b>

\*Traffic Control Credit **(\$15,000)**  
 Deduction if City crews provide traffic control for Coring Operations. It is estimated at 2 crew members for a week.

Oak Street Utility Assessment

Task	Description	Fee
Task 1	Storm Drain CCTV	\$18,150
Task 2	Storm Drain Potholing	\$24,200 *
Task 3	Storm Condition Analysis & Proposed Upgrades	\$29,700
<b>Fixed Fee Subtotal</b>		<b>\$ 72,050.00</b>
Task 4	Project Contingency	\$10,000
<b>Total</b>		<b>\$ 82,050.00</b>

\*Deduction for city excavating potholes. Lumos Engineer will provide direction and observation. **(\$19,000)**

**Total: \$180,050.00**



# City of Fort Bragg

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

## Text File

File Number: 26-194

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5E.

Receive and File Minutes of the Community Development Committee Meeting, of March 2, 2026



# City of Fort Bragg

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

## Meeting Minutes - Final Community Development Committee

---

Monday, March 2, 2026

4:00 PM

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

---

### MEETING CALLED TO ORDER

Committee Member Rafanan called the meeting to order at 4:00 PM

### ROLL CALL

Staff: Associate Planner Sarah Peters, Administrative Assistant Lisi Horstman, Consultant Marie Jones.

**Present:** 2 - Jason Godeke and Marcia Rafanan

### 1. APPROVAL OF MINUTES

1A. [26-67](#) Approve Minutes from the February 2, 2026 Community Development Committee

These Committee Minutes were approved for Council review.

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

Jenny Shattuck, Dave Skarr, David Childs, and Paul Clark.

### 3. CONDUCT OF BUSINESS

3A. [26-88](#) Receive Report and Provide Direction Regarding Visual Analysis Requirements in the Coastal Zone

Consultant Marie Jones presented the Staff Report.

Committee Members Rafanan and Godeke asked clarifying questions. Consultant Marie Jones clarified.

Public Comment: Teresa Skarr, Dave Skarr, Jenny Shattuck, Truthful Kindness, Guy Burnett, David Jensen, Paul Clark.

Committee Members Rafanan and Godeke asked clarifying questions. Consultant Marie Jones and Associate Planner clarified. Staff will conduct further research and present the report at the next meeting.

### 4. MATTERS FROM COMMITTEE / STAFF

Associate Planner Sarah Peters provided an update on the binocular project. Mayor Godeke asked clarifying questions. Associate Planner Sarah Peters clarified. Mayor Godeke gave an update on trees. Vice Mayor Rafanan asked clarifying questions. Mayor Godeke clarified.

### ADJOURNMENT

Committee Member Rafanan adjourned the meeting at 5:11 PM.



# City of Fort Bragg

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

## Text File

File Number: 26-198

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5F.

Receive and File Minutes of the Visit Fort Bragg Committee Meeting of March 10, 2026



# City of Fort Bragg

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

## Meeting Minutes Visit Fort Bragg

---

Tuesday, March 10, 2026

3:30 PM

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

---

### MEETING CALLED TO ORDER

Chair Albin-Smith called the meeting to order at 3:30 PM.

### ROLL CALL

City Staff : Administrative Assistant Stephanie Remington

**Present:** 7 - Tess Albin-Smith, Lindy Peters, Jon Glidewell , Stathi Pappas , Ryan Ballou,  
Sabine Hahnbueck and Scott Schneider1

**Absent:** 1 - Barbara Bruce

### 1. APPROVAL OF MINUTES

1A. [26-70](#) Approve Minutes of Visit Fort Bragg Committee January 13, 2026

**Attachments:** [VFB MINS 01.13.2026](#)

The minutes were approved by the committee as presented.

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

Jenny Shattuck and David Childs.

### 3. CONDUCT OF BUSINESS

3A. [26-116](#) Receive Update from Idea Cooperative

**Attachments:** [VFB Update 03.10.2025](#)

Melissa Holberton and Tom Kavanaugh of Idea Cooperative presented on social media, email , and advertisement campaigns. Melissa reported on past events and media outreach. Whale Fest is scheduled for next weekend. Blues Fest will begin the first weekend of May. Melissa reported that Google Performance Max has been effective but the budget has run out.

Public Comment: None.

Discussion: The Committee suggested revisiting the budget to reallocate resources. Discussion over table tent QR codes led to a temporary pause in printing while the committee reevaluates their effectiveness. Committeemembers discussed the possibility of outsourcing prizes for media involvement as budget for prizes has been used. Ideas for future Listicle articles were suggested including Girls Trip and Spring Break.

3B. [26-117](#) Receive Update from Visit Mendocino

Attachments: [Visit Mendocino Report 03.10.2026](#)

Stephanie Remington reported on behalf of Jamie Peters-Connolly for Visit Mendocino. Online marketing information was shared. Scott Schneider reported his future involvement with Visit Mendocino.

Public Comment: None.

Discussion: None.

**3C.** [26-118](#) Receive Oral Update from VFB Special Events Subcommittee

None.

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

Lindy Peters discussed future 'photo opportunities' throughout town. Jon Glidewell introduced the idea of creating and utilizing a Matrix evaluation for Visit Fort Bragg projects and proposals. He requested an agenda item be reviewed for the next Visit Fort Bragg meeting that would include discussion of adding this process to the Visit Fort Bragg Protocol and used moving forward to assess and track campaigns and initiatives.

Public Comment: None.

Discussion: None.

#### **ADJOURNMENT**

Chair Albin-Smith adjourned the meeting at 4:40 PM.



# City of Fort Bragg

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

## Text File

File Number: 26-190

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5G.

Approve Minutes of Special Meeting of April 13, 2026



# City of Fort Bragg

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

## Meeting Minutes Special City Council

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

Monday, April 13, 2026

4:30 PM

Town Hall, 363 N Main Street  
and Via Video Conference

### SPECIAL CLOSED SESSION

#### CALL TO ORDER

Mayor Godeke called the meeting to order at 4:34 PM.

#### ROLL CALL

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

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

None.

#### 2. CLOSED SESSION

Mayor Godeke recessed the meeting at 4:34 PM; the meeting was reconvened to closed session at 4:38 PM.

##### 2A. [26-184](#)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9; Name of Case: CITY OF FORT BRAGG v. MENDOCINO RAILWAY, Case No.: 21CV00850, Superior Court of Mendocino County, State of California

##### 2B. [26-185](#)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9; Name of Case: SIERRA NORTHERN RAILWAY and MENDOCINO RAILWAY v. ITY OF FORT BRAGG, United States District Court Case No. 4:24-cv-04810-JST

Mayor Godeke reconvened the meeting to Open Session at 5:32 PM and reported that no reportable action was taken on the Closed Session items.

#### ADJOURNMENT

Mayor Godeke adjourned the meeting at 5:32 PM.

\_\_\_\_\_  
JASON GODEKE, MAYOR

\_\_\_\_\_  
Diana Paoli, City Clerk

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



# City of Fort Bragg

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

## Text File

File Number: 26-180

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**Agenda Date:** 4/27/2026

**Version:** 2

**Status:** Business

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5H.

Approve Minutes of April 13, 2026



# City of Fort Bragg

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

## Meeting Minutes City Council

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

Monday, April 13, 2026

6:00 PM

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

### CALL TO ORDER

Mayor Godeke called the meeting to order at 6:01 PM

### PLEDGE OF ALLEGIANCE

### ROLL CALL

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

### CLOSED SESSION REPORT

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

### AGENDA REVIEW

None.

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

**1A. [26-182](#)** Presentation of Caltrans Fort Bragg ADA Project

PE Alex Arevalo of Caltrans reported on Caltrans Fort Bragg ADA Project (Route 1, from the Junction of Route 20 to West Elm Street) scheduled completion 2027 and upcoming Public Information Meeting at Fort Bragg Town Hall on April 28, 2026 (5 p.m. - 7 p.m.) to join Caltrans project team for a drop-in session to discuss construction schedule and lane closures.

**1B. [26-139](#)** Presentation of Proclamation Honoring National Volunteer Month

Mayor Godeke read and presented Proclamation Honoring National Volunteer Month to Volunteer Ron White.

**1C. [26-138](#)** Presentation of Proclamation Honoring Tessie Branscomb In Recognition of a Lifetime of Service and Dedication

Councilmember Albin-Smith read and presented Proclamation Honoring Tessie Branscomb in Recognition of a Lifetime of Service and Dedication.

**1D. [26-129](#)** Presentation of Proclamation Honoring the 40th Anniversary of Home Style

## Cafe

Councilmember Peters read and presented Proclamation Honoring the 40th Anniversary of Home Style Cafe to Owner Cordelia Fortier.

**1E. [26-176](#)** Presentation of Proclamation Declaring April as Sexual Assault Awareness Month

Mayor Godeke read and presented Proclamation Declaring April as Sexual Assault Awareness Month to Project Sanctuary Executive Director Michelle Roberts via Zoom.

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

- (1) Dennis Miller, Marc Jensen, Jenny Shattuck, Shelley Green, and Jay Rosenquist.
- (2) None.
- (3) N/A

**3. STAFF COMMENTS**

Chief Swift reported Resignation and Promotions, and need to fill three positions. Director of Public Works John Smith reported upcoming Grand Re-opening Celebration of Bainbridge Park and Artistic Study - Redwood Casting near Guest House. Director of Broadband Sage Statham reported some fiber is in the ground and MCN is now accepting requests for Broadband services. Public Experience Liaison Adelaide La Torre reported upcoming events: Turning the Tides, Blues Fest Concert including Free Concert on May 2, EZ Zone First Friday, May 1 and highlighted Volunteer Central on City Website for City volunteering opportunities.

**4. MATTERS FROM COUNCILMEMBERS**

Councilmembers reported Upcoming Meetings: Cancellation of Public Safety Committee, Visit Fort Bragg Committee on April 15 at 3:30 p.m. and Special Community Development Committee on April 15 at 5:30 p.m. to discuss Food Truck Survey.

**5. CONSENT CALENDAR**

**Approval of the Consent Calendar**

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

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

**5A. [26-174](#)** Adopt Resolution of the Fort Bragg City Council Assigning City Manager as the Representative-Signature-Certifier Security Role for the United States Department of Agriculture (USDA) Online Application Intake System for Telecommunications Programs

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

Enactment No: RES 5017-2026

- 5B. [26-183](#)** Adopt Joint City Council/Municipal Improvement District Resolution Amending the FY 2025/26 Budget for Mid-Year Budget Adjustments  
**This Resolution was adopted on the Consent Calendar.**  
Enactment No: RES 5018-2026
- 5C. [26-154](#)** Receive and File Minutes of the Public Works and Facilities Committee Meeting of February 12, 2026  
**These Committee Minutes were received and filed on the Consent Calendar.**
- 5D. [26-162](#)** Approve Minutes of Special Meeting of March 23, 2026  
**These Minutes were approved on the Consent Calendar.**
- 5E. [26-163](#)** Approve Minutes of March 23, 2026  
**These Minutes were approved on the Consent Calendar.**
- 5F. [26-171](#)** Approve Minutes of Special Meeting of March 30, 2026  
**These Minutes were approved on the Consent Calendar.**

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

None.

## **7. PUBLIC HEARING**

- 7A. [26-144](#)** Receive Report, Conduct a Public Hearing, and Consider Adoption of a Resolution of the Fort Bragg City Council to Amend the Fort Bragg Inland General Plan by Adopting the 2019 Housing Element Amendment (GPA 1-26); CEQA Exemption 15061(b)(3)

Mayor Godeke introduced Item 7A. Consultant Marie Jones presented the report. Councilmembers asked clarifying questions.

**Mayor Godeke opened the public hearing at 7:12 PM.**

Public Comment: Jacob Patterson and Shelley Green.

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

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

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

Enactment No: RES 5019-2026

## **8. CONDUCT OF BUSINESS**

- 8A. [26-157](#)** Discussion and Possible Action Regarding Assembly Bill 2494, Modernizing Our Forest System

Councilmember Peters introduced Item 8A. Councilmembers. Councilmembers discussed possible action.

Public Comment: Carrie Durkee, Andy Wellspring, Jade Tippett, Adele Horne, Steve, Sonja, Abraham Cohen, Jessica Curl, Peter McNamee, Marc Jensen, Deanne "Bunny", Garrett Moore, Marie Jones, Laura Bianchi Limbird, Sarah Rosetto, Teresa Morales, Shelley Green, Leticia Ramirez, Risha, Jenny Shattuck, Matilda Hernandez-Miyares, Lynne Pascal, George Reinhardt, Cliff Kuhn-Lloyd, Gabriel Quinn Maroney, Jacob Patterson, Chris Rogers, Marcy Snyder, Destiny Laird, Justine Lemos, Melodie Meyer, Paul Clark, Jay Rosenquist, Evan Mills and Alex Leumer.

**A motion was made by Councilmember Peters, seconded by Mayor Godeke, that the AB 2494 Support Letter be approved. The motion failed by the following vote:**

**Aye:** 2 - Mayor Godeke and Councilmember Peters

**No:** 3 - Vice Mayor Rafanan, Councilmember Albin-Smith and Councilmember Hockett

**8B. [26-158](#)** Discussion and Possible Action Regarding H.R. 22, Safeguard American Voter Eligibility Act (SAVE Act)

Mayor Godeke introduced Item 8B. Councilmembers discussed possible action.

Public Comment: Peter McNamee, Jenny Shattuck, George Reinhardt, Jade Tippett, Marcy Snyder, Laura Bianchi Limbird, Jacob Patterson and Paul Clark.

**A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the SAVE Act Opposition Letter be approved. The motion carried by the following vote:**

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

**8C. [26-186](#)** Receive Report and Consider Adopting City Council Resolution Establishing the "Leading the Next Wave of Leaders" Youth Internship and Youth Council Program

City Manager Isaac Whippy Introduced Item 8C. Public Experience Liaison Adelaide La Torre presented staff report. Councilmembers asked clarifying questions.

Public Comment: Jay Rosenquist.

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

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

Enactment No: RES 5020-2026

**8D. [26-173](#)** Receive Report and Consider Adopting City Council Resolution Approving Waiver of Limited Term Permit Fees for Events in the Central Business District (CBD)

City Manager Isaac Whippy introduced 8D and presented staff report. Councilmembers asked clarifying questions.

Public Comment: Jenny Shattuck.

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

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

Enactment No: RES 5021-2026

**9. CLOSED SESSION**

**ADJOURNMENT**

**Mayor Godeke adjourned the meeting at 10:27 PM.**

\_\_\_\_\_  
JASON GODEKE, MAYOR

\_\_\_\_\_  
Diana Paoli, City Clerk

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



# City of Fort Bragg

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

## Text File

File Number: 26-189

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Public Hearing

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** 7A.

Receive Report, Hold a Public Hearing, and Introduce by Title Only, and Waive Further Reading of Ordinances:

(1) Ordinance (xxxx-2026) Repealing and Replacing Chapter 15.04 (Construction Codes - Adopted by Reference) and Chapter 15.05 (California Fire Code of Title 15 (Buildings and Construction) of the Fort Bragg Municipal Code; Adopting and Incorporating the California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, California Green Building Standards Code, California Referenced Standards Code, California Fire Code, California Wildland-Urban Interface Code; and Adopting Local Findings; and Making Other Technical and Administrative Revisions to Title 15; CEQA Exemption 15061(b)(3); and

(2) Ordinance (xxxx-2026) to Amend Chapter 15.06 of the Fort Bragg Municipal Code to Require Sprinkler Installation in Buildings with Building Permits with Cumulative Valuations of \$125,000 or more, over a three year period; CEQA Exemption 15061(b)(3)



AGENCY: City Council  
DATE: April 27, 2026  
DEPARTMENT: Community Development Dept  
PRESENTED BY: Sarah Peters, Associate Planner

## AGENDA ITEM SUMMARY

**TITLE: Receive Report, Hold a Public Meeting, and Introduce, by Title Only, and Waive Further Reading of Ordinance (XXX-2026) Repealing and Replacing Chapter 15.04 (Construction Codes – Adopted By Reference) and Chapter 15.05 (California Fire Code) of Title 15 (Buildings and Construction) of the Fort Bragg Municipal Code; Adopting and Incorporating the California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, California Green Building Standards Code, California Referenced Standards Code, California Fire Code, California Wildland-Urban Interface Code; and Adopting Local Findings; and Making Other Technical and Administrative Revisions To Title 15; and**

**Introduce, by Title Only, and Waive Further Reading of Ordinance (XXX-2026 to Amend Chapter 15.06 of the Fort Bragg Municipal Code to Require Sprinkler Installation in Buildings with Building Permits with a Cumulative Valuation of \$125,000 or more, over a three-year period**

### **ISSUE:**

Title 24 of the California Code of Regulations (CCR) sets forth the California Building Standards Code which provides regulations that govern how buildings and structures are designed, constructed, altered, and maintained throughout California. The code applies to nearly all types of building, including but not limited to residential, commercial, schools and hospitals. The State mandates that these codes be updated every three years in all cities and counties, known as the tri-annual update. The 2025 update took effect on January 1, 2026. However, the City's Municipal Code currently references the 2022 codes. This ordinance will update those references to 2025.

### **ANALYSIS:**

The CCR is a package of multiple “parts” that together govern building design, construction, accessibility, energy, and fire and life safety. Each chapter deals with specific aspects of building and safety regulation:

- Part 1 – California Administrative Code
- Part 2 – California Building Code
- Part 2.5 – California Residential Code
- Part 3 – California Electrical Code
- Part 4 – California Mechanical Code
- Part 5 – California Plumbing Code

**AGENDA ITEM NO. 7A**

- Part 6 – California Energy Code
- Part 7 – California Wildland Urban Interface Code (new)
- Part 8 – California Historical Building Code
- Part 9 – California Fire Code
- Part 10 – California Existing Building Code
- Part 11 – California Green Building Standards Code
- Part 12 – California Referenced Standards Code

State agencies review the most recent editions of national model codes and standards and make amendments and additions to the CCR on a three-year cycle, managed by the California Building Standards Commission (CBSC). The proposed amendments and the full package are finalized mid-cycle and published on or around July, then become enforceable statewide the following January 1. For the current cycle, the 2025 edition was published by the CBSC on July 1, 2025 and the effective date was January 1, 2026.

The City adopts the CCR, by reference, by amending the City’s Municipal Code (Title 15). The State allows cities to make local amendments to the 2025 code if local geographic, topographic, or climatic conditions warrant changes. Pertinent findings to support local code amendments, as required by The California Health and Safety Code, are set forth in (Attachment 1 – Ordinance XXX-2026)

**Substantive Changes Summary**

The proposed changes to the CCR are relatively minor, except for the addition of a new wildland-urban interface (WUI) code (Part 7), as these changes consolidate WUI provisions previously scattered across California Building Code Chapter 7A, California Residential Code CRC R337, and California Fire Code Chapter 49, into one location.

The WUI code introduces stronger protection for properties located in Fire Hazard Severity Zones. Key Updates include more robust fire-resistant construction standards, requirements addressing water supply, fire flow, emergency access, stricter vegetation and defensible space rules, and additional provisions for buildings located in designated WUI zones. For a comprehensive summary of changes to the California Code of Regulations, see Attachment 3.

The Title 15 update also includes current information about fee schedules and the collection of building permit fees.

The purpose of FBMC Chapter 15.06, Automatic Fire Sprinkler and Alarm Systems is to ensure that new construction and significant remodels include installation of automatic fire sprinklers. In 2015, the ordinance read as follows:

Existing commercial and multifamily buildings which are remodeled, added to, or altered, including maintenance and repair activities, when the valuation cost of such work within any 36- month period exceeds \$75,000, shall have an automatic fire sprinkler system installed.

In 2016, the City Council adopted language that omitted the 36-month period, which created a "loophole" that allow applicants to bypass sprinkler requirements. The current ordinance § 15.06.030 B 1 then read:

Existing commercial and multifamily buildings which are remodeled, added to, or altered, including maintenance and repair activities, when the building permit valuation cost of such exceeds \$75,000, shall have an automatic fire sprinkler system installed.

At a November 27, 2023, City Council meeting, Fire Department Staff recommended that the City add the 36-month timeframe back into the ordinance to close the loophole. The City Council agreed and directed staff to bring an ordinance back for adoption that would include the revision and an increased valuation threshold. At a public hearing on April 8, 2024, the City Council adopted the following revised language:

Existing commercial and multifamily buildings which are remodeled, added to, or altered, including maintenance and repair activities, when the valuation of the cost of such work within any 36-month period exceeds \$120,000, shall have an automatic fire sprinkler system installed. The sprinkler system shall be connected with the City's water service as determined by the Director of Public Works. Roof replacement costs will not be calculated in the \$120,000 limit. The \$120,000 valuation will be determined by the Mendocino County Planning and Building Department through their plan review process and completed on the application for any building permit. The \$120,000 valuation is in 2024 dollars; the actual valuation amount shall be calculated based on the California Construction Cost Index adjustment for the year the permit is issued.

Based on the resulting ordinance to amend Chapter 15.06 of the Fort Bragg Municipal Code, Ordinance XXX-2026, the valuation would be adjusted to \$125,000 to reflect the California Construction Cost Index adjustment for 2025.

**RECOMMENDED ACTIONS:**

1. Introduce, by Title only, and Waive further reading of Ordinance XXX-2026 Repealing And Replacing Chapter 15.04 (Construction Codes – Adopted By Reference) and Chapter 15.05 (California Fire Code) of Title 15 (Buildings and Construction) of The Fort Bragg Municipal Code; Adopting and Incorporating The California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, California Green Building Standards Code, California Referenced Standards Code, California Fire Code, and California Wildland-Urban Interface Code; Adopting Local Findings; and Making Other Technical and Administrative Revisions To Title 15.

2. Introduce, by Title only, and Waive further reading of Ordinance XXX-2026 to Amend Chapter 15.06 of the Fort Bragg Municipal Code to require sprinkler installation in buildings with building permits with a cumulative valuation of \$125,000 or more, over a three-year period.

**ALTERNATIVE ACTION(S):**

Other direction to staff.

**ATTACHMENTS:**

1. Ordinance XXX-2026 Repealing And Replacing Chapter 15.04 (Construction Codes – Adopted By Reference) and Chapter 15.05 (California Fire Code) of Title 15 (Buildings and Construction) of The Fort Bragg Municipal Code; Adopting and Incorporating The California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, California Green Building Standards Code, California Referenced Standards Code, California Fire Code, and California Wildland-Urban Interface Code; Adopting Local Findings; and Making Other Technical and Administrative Revisions To Title 15.
2. Ordinance XXX-2026 to Amend Chapter 15.06 of the Fort Bragg Municipal Code to require sprinkler installation in buildings with building permits with a cumulative valuation of \$125,000 or more, over a three-year period.
3. Summary of California Code Changes - 2025 edition of Title 24.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE REPEALING AND REPLACING CHAPTER 15.04 (CONSTRUCTION CODES – ADOPTED BY REFERENCE) AND CHAPTER 15.05 (CALIFORNIA FIRE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE FORT BRAGG MUNICIPAL CODE; ADOPTING AND INCORPORATING THE CALIFORNIA ADMINISTRATIVE CODE; CALIFORNIA BUILDING CODE; CALIFORNIA RESIDENTIAL CODE; CALIFORNIA ELECTRICAL CODE; CALIFORNIA MECHANICAL CODE; CALIFORNIA PLUMBING CODE; CALIFORNIA ENERGY CODE; CALIFORNIA HISTORICAL BUILDING CODE; CALIFORNIA EXISTING BUILDING CODE; CALIFORNIA GREEN BUILDING STANDARDS CODE; CALIFORNIA REFERENCED STANDARDS CODE; CALIFORNIA FIRE CODE; CALIFORNIA WILDLAND-URBAN INTERFACE CODE; AND ADOPTING LOCAL FINDINGS; AND MAKING OTHER TECHNICAL AND ADMINISTRATIVE REVISIONS TO TITLE 15

ORDINANCE NO. XXX-2026

**WHEREAS**, the City of Fort Bragg (City) is a general law city under California state law and its rights, powers, privileges, authority, and functions are established through the state constitution and the state law; and

**WHEREAS**, Every three years, the State of California adopts updated building codes referred to as the California Building Standards Code for the protection of the public; and

**WHEREAS**, the State-adopted 2025 California Building Standards Codes became effective on January 1, 2026; and

**WHEREAS**, the City seeks to amend its Municipal Code to adopt the 2025 California Building Standards Codes by reference; and

**WHEREAS**, the 2025 California Building Standards Code has been amended and adopted by the California Building Standards Commission in order to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems and fire and life safety systems; and

**WHEREAS**, the City of Fort Bragg (City) has adopted the 2022 Editions of the California

Building Standards Code, California Plumbing Code, California Mechanical Code, California Uniform Housing Code, California Electric Code, California Administrative Code, and the California Energy Code; and

**WHEREAS**, Government Code § 50022 *et seq.* and California Health & Safety Code § 17922 authorizes cities to enact ordinances adopting any code by reference; and

**WHEREAS**, in accordance with Government Code § 50022.3, a properly noticed public hearing concerning adoption of the Codes referenced above has been held prior to adoption of this Ordinance; and

**WHEREAS**, California Health & Safety Code § 17958.5 authorizes cities and counties to modify the California Building Standards Codes by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geologic and topographic conditions; and

**WHEREAS**, cities and counties may adopt amendments to clarify local administration of the 2025 California Building Standards Code, so long as those modifications do not change the building standards without required findings; and

**WHEREAS**, prior to the effective date of this Ordinance, the City Clerk shall file a copy of the Ordinance, with the California Building Standards Commission.

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

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

1. The City of Fort Bragg's Municipal Code Chapters 15.04, 15.05 have undergone a review by staff to identify inconsistencies and inaccuracies as well as consistency with the 2025 California Building Standards Code.
2. The Code should represent the current state of all legislative actions taken by the City Council.
3. The Code should reflect current legislative actions of the City Council and the means by which the City is operated and must be accurate and consistent to aid staff, residents and various other persons in making determinations on Code related issues.
4. Pursuant to §§ 17958.5 and 17958.7 of the California Health and Safety Code, the City Council makes the express finding that each of the modifications and changes to building standards set forth herein is needed and is reasonably necessary because of local climatic, geological and topographical conditions. Fort Bragg is a rural coastal city located between approximately 39- and 40-degrees latitude. It is subject to severe rainstorms or windstorms that have and could result in localized flooding and flood hazards. The City has potentially active seismic hazards in close proximity. Its location creates some degree of isolation and some difficulty in the transportation of building materials and in obtaining skilled and expert assistance for the construction or rehabilitation of rural dwellings. The City of Fort Bragg has typically had a moderate climate with a medium risk of wildfire. However, in recent years, there have been multiple significant wildfires to the east and south of Fort Bragg, presenting a considerable wildfire urban interface challenge for the City. Additionally, evacuation options are limited by the ocean to the west, the forest to the east, and bridges spanning rivers on both the north and south ends of the City.
5. There is no possibility that the adoption of this ordinance will have a significant impact on

the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061(b)(3) of the California Code of Regulations (CEQA Guidelines) by the general rule that CEQA only applies to “projects” that may have a significant effect on the environment. The proposed Ordinance would amend the Municipal Code related to building standards necessary to protect health and safety. In this case, there is no possibility that the proposed Ordinance would have a significant impact on the environment.

**Section 2.**

**TITLE 15 – BUILDINGS AND CONSTRUCTION**

Chapter 15.04 entitled **CONSTRUCTION CODES – ADOPTED BY REFERENCE** is hereby repealed in its entirety and replaced with the following:

**CHAPTER 15.04: CONSTRUCTION CODES – ADOPTED BY REFERENCE**

Section

- 15.04.010 Purpose
- 15.04.020 Incorporation of reference material
- 15.04.030 Definitions
- 15.04.040 Modifications to the California Building Code
- 15.04.050 Modifications to California Residential Code
- 15.04.060 Modifications to the California Electrical Code
- 15.04.070 Modifications to the California Mechanical Code
- 15.04.080 Modifications to the California Plumbing Code
- 15.04.090 Curbs and Sidewalks
- 15.04.100 Construction and Applicability
- 15.04.110 Construction Permits and Inspection Fees
- 15.04.120 Fire zone defined
- 15.04.130 Fees for permits and inspection
- 15.04.140 Penal provisions

**§ 15.04.010 PURPOSE.**

The purpose of this chapter is to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling building, plumbing, heating and electrical installations of all buildings and structures within the City.

**§ 15.04.020 INCORPORATION OF REFERENCE MATERIAL.**

Subject to applicable sections of this title, the following primary and secondary codes are hereby adopted and incorporated into the Fort Bragg City Code by reference and as having the full legal effect as if their respective contents were set forth verbatim herein:

- A. CALIFORNIA ADMINISTRATIVE CODE, 202~~5~~2 Edition, Part 1, as published by the International Code Council.

- B. CALIFORNIA BUILDING CODE, 202~~52~~ Edition, Part 2, Volumes I and II, together with all appendices, as published by the International Code Conference subject to the changes and modifications set forth in Section 15.04.040 and other provisions of this Title.
- C. CALIFORNIA RESIDENTIAL CODE, 202~~52~~ Edition, Part 2.5, together with all appendices, as published by the International Code Council, subject to the changes and modifications set forth in Section 15.04.050 and other provisions of this Title.
- D. CALIFORNIA ELECTRICAL CODE, 202~~52~~ Edition, Part 3, together with Annex H (Administration and Enforcement) as published by the National Fire Protection Association subject to changes and modifications set forth in Section 15.04.060 and other provisions of this Title.
- E. CALIFORNIA MECHANICAL CODE, 202~~52~~ Edition, Part 4, as published by the International Association of Plumbing and Mechanical Officials subject to the changes and modifications set forth in Section 15.04.070 and other provisions of this Title.
- F. CALIFORNIA PLUMBING CODE, 202~~52~~ Edition, Part 5, together with Appendix A (Recommended Rules for Sizing the Water Supply System); Appendix B (Explanatory Notes on Combination Waste and Vent Systems); Appendix D (Sizing Storm Water Drainage Systems); Appendix I (Installation Standard); Appendix J (Combination of Indoor and Outdoor Combustion and Ventilation Opening Design), as published by the International Association of Plumbing and Mechanical Officials, subject to the changes and modifications set forth in Section 15.04.080 and other provisions of this Title.
- G. CALIFORNIA ENERGY CODE, 202~~52~~ Edition, Part 6, as published by the International Code Council.
- H. CALIFORNIA HISTORICAL BUILDING CODE, 202~~52~~ Edition, Part 8, as published by the International Code Council.
- I. CALIFORNIA EXISTING BUILDING CODE, 202~~52~~ Edition, Part 10, as published by the International Code Council.
- J. CALIFORNIA GREEN BUILDING STANDARDS CODE, 202~~52~~ Edition, Part 11, as published by International Code Council.
- K. CALIFORNIA REFERENCED STANDARDS CODE, 202~~52~~ Edition, Part 12, as published by the International Code Council.
- L. CALIFORNIA WILDLAND URBAN INTERFACE CODE, 2025 edition of the California Wildland Urban Interface Code is hereby adopted as the Wildland Urban Interface Code of the City of Fort Bragg.

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L.M. CALIFORNIA FIRE CODE, 202~~52~~ edition – Part 9, subject to the changes and modifications set forth in Section 15.04 and other provisions of this Title.

**§ 15.04.030 DEFINITIONS.**

Whenever any of the following names or terms are used in any of the compilations adopted by reference by this chapter such names or terms shall have the following meanings:

**BUILDING OFFICIAL** refers to the Community Development Director of the City or his or her contracted official or designee;

**ENFORCEMENT AGENCY** shall refer to the Building Inspection Department of the City or designated department or entity.

**§ 15.04.040 MODIFICATIONS TO THE CALIFORNIA BUILDING CODE.**

The California Building Code, 202~~52~~ Edition, as adopted in §15.04.020(B) is adopted with the following changes and modifications:

Section 105.3.2 shall be amended to read as follows:

Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the City Council.

Section 105.5 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval of the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time for periods not more than 180 days each. The extension shall be requested in writing and will only be granted upon

demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a reinstatement fee established by the City Council.

Section 109.6 shall be amended to read as follows:

Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Appendix H: Signs: Section H101.1 shall be amended to include the following as a second paragraph:

Notwithstanding any other provision of this appendix, all external lighting for signs shall be designed to be shielded or downcast in order to minimize the illumination of the nighttime sky.

Appendix H: Signs: Section H101.2 shall be amended to read as follows:

Signs exempt from permits. The following signs are exempt from the requirements to obtain a permit before erection:

1. Non-illuminated signs painted on exterior surface of existing permitted or legal nonconforming buildings or structures.
2. Temporary signs announcing the sale or rent of property.

3. Signs erected by transportation authorities.
4. Projecting signs not exceeding 2.5 square feet (0.23 m<sup>2</sup>).
5. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.
6. Temporary signs on grade that are no higher than 7 feet in height above grade and no more than 32 square feet in size.

Exemption from the permit requirements of this Section shall not be deemed to grant authorization for any work done in any manner in violation of the provisions of Titles 17 or 18 of the Fort Bragg Municipal Code, or any other laws or ordinances of this jurisdiction.

Appendix H: Signs: Section H105.3 shall be amended to read as follows:

Wind load. Signs shall be designed and constructed to withstand wind pressure as provided for in Chapter 16. Exception: The Building Official may waive the engineering design requirements for signs if he/she finds that the signs will not create a hazard to private or public property due to the type, size, location or placement of the sign.

Appendix H: Signs: Section H105.4 shall be amended to read as follows:

Seismic load. Signs designed to withstand wind pressures shall be considered capable of withstanding earthquake loads, except as provided for in Chapter 16. Exception: The Building Official may waive the engineering design requirements for signs if he/she finds that the signs will not create a hazard to private or public property due to the type, size, location or placement of the sign.

**§ 15.04.050 MODIFICATIONS TO THE CALIFORNIA RESIDENTIAL CODE**

The California Residential Code, 202~~52~~ Edition as adopted in Section 15.04.020 (C) of this Chapter, is adopted with the following changes and modifications.

Section R105.3.2 shall be amended to read as follows:

Time limitation of application. A permit application for any proposed work shall be deemed to have been abandoned, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the City Council.

Section R105.5 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods of not more than 180 days each. The Extension shall be requested in writing and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. In order to renew action on an expired permit, the permit holder shall pay a reinstatement fee established by the City Council.

Section R108.5 shall be amended to read as follows:

Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

**§ 15.04.060 MODIFICATIONS TO THE CALIFORNIA ELECTRICAL CODE.**

The California Electrical Code, 2025~~2~~ Edition, as adopted in Section 15.04.020 (D) of this Chapter, is adopted with the following changes and modifications.

Annex H, Section 80.15 Electrical Board is deleted.

Annex H, Section 80.19(E) shall be amended to read as follows:

(E) Fees and Fee Refunds.

- (1) Any political subdivision that has been provided for electrical inspection in accordance with the provisions of Article 80 may establish fees that shall be paid by the applicant for a permit before the permit is issued.
- (2) The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
- (3) The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
- (4) The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
- (5) The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Annex H, Section 80.19(H) shall be amended to include the following as a new paragraph (4):

- (4) Time limitation of application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the City Council.

Annex H, Section 80.19(G)(7) shall be amended to include the following new paragraph (5):

- (5) Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing, and will only be granted

upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. To renew action on an expired permit, the permit holder shall pay a reinstatement fee established by the City Council.

Annex H, Section 80.23, Notices of Violations, Penalties: Subsection (B)(3) is deleted.

Annex H, Section 80.27 Inspector Qualifications is deleted.

#### **§ 15.04.070 MODIFICATIONS TO THE CALIFORNIA MECHANICAL CODE.**

The California Mechanical Code, 202~~52~~ Edition, as adopted in Section 15.04.020 (E) of this Chapter, is adopted with the following changes and modifications.

Section 104.3.3 shall be amended to read as follows:

Section 104.3.3 Time Limitation of Application. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing and demonstrate justifiable cause. The Building Official may grant one or more extensions in any time, for periods of not more than 180 calendar days each. Each extension requires payment of a fee as established by the City Council.

Section 104.4.3 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official.

To renew action on an expired permit, the permit holder shall pay a reinstatement fee established by the City Council.

Expiration of Plan Review. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the City Council.

Section 104.5, Subsection 104.5.3 Fee Refunds shall be amended to read as follows:

Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a

permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

#### **§ 15.04.080 MODIFICATIONS TO THE CALIFORNIA PLUMBING CODE.**

The California Plumbing Code, 2022 Edition, as adopted in Section 15.04.020 (F) of this Chapter, is adopted with the following changes and modifications:

Section 104.4.3 shall be amended to read as follows:

Expiration: Every permit issued shall become invalid if the work on the site authorized by such permit is not commenced within one (1) year (365 calendar days) after the issuance of said permit and an inspection resulting in an approval of the work has not been obtained; or if after the first inspection approval the work does not receive an inspection resulting in an approval every year (365 calendar days). However, this provision will not apply if the permit was issued to legalize previously unpermitted construction. In those cases, the timelines for the permit to remain valid will correspond with any timelines the Department has set for compliance. Extensions may be granted as indicated in this section. The submittal of revisions to issued permits, if pursued in good faith as determined by the Building Official, shall extend the building permit 180 calendar days from the submittal of the revisions.

For permits which have not expired, the Building Official is authorized to grant one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and will only be granted upon demonstration of justifiable cause, as determined by the Building Official.

Permits may be renewed if they have been expired for less than five (5) years, and/or have a vested interest, as determined by the Building Official. To renew action on an expired permit, the permit holder shall pay a reinstatement fee established by the City Council.

Expiration of Plan Review. A permit application for any proposed work shall be deemed to have been abandoned one (1) year after the date of filing, unless such application has been pursued in good faith as determined by the Building Official. The applicant must request an extension in writing and demonstrate justifiable cause. The Building Official may grant one or more extensions in time, for periods of not more than 180 days each. Each extension requires payment of a fee established by the City Council.

Section 104.5.3 shall be amended to read as follows:

#### Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work had been done under a permit issued in accordance with this code provided that the request for refund is made by written application by the original permittee not later than one year after the date of issuance of the permit.
3. The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
4. The Building Official shall not authorize the refunding of the plan review fee paid except upon written application filed by the original permittee no later than one year after the date of fee payment.

Section 603.5.7 shall be amended to read as follows:

Outlets with Hose Attachments. Potable water outlets with hose attachments, other than water heater drains, boiler drains, and clothes washer connections, shall be protected by a nonremovable hose bibb-type backflow preventer, a nonremovable hose bibb-type vacuum breaker, or by an atmospheric vacuum breaker installed not less than 6 inches (152 mm) above the highest point of usage located on the discharge side of the last valve. In climates where freezing temperatures occur, a listed self-draining frost-proof hose bibb with an integral backflow preventer or vacuum breaker shall be used. One exterior hose bibb supplied by potable water shall be installed on each structure containing a Group R, Division 3 or Division 1 Occupancy.

#### **§ 15.04.090 CURBS AND SIDEWALKS.**

- A. Curbs and sidewalks shall be required and constructed along the frontage of any public street, upon any lot, parcel or piece of ground upon which any new construction in excess of 250 square feet of floor space is being built; or upon which any alteration or improvements are being made the cost of which exceeds 50% of the value of the existing structure prior to the construction of said alterations or improvements.
- B. The construction of the sidewalk and curb shall be in conformance with the California Building Code referred to in § 15.04.020 and in conformance with the standards set forth in Chapter 12.04.
- C. Curb cuts are to be utilized such that road or parking lot runoff drains to a landscaped feature.

#### **§ 15.04.100 CONSTRUCTION AND APPLICABILITY.**

The regulations and provisions contained in the body of this title shall prevail over any inconsistent provision contained in any primary or secondary code adopted hereby; provided, however, that in the case of inconsistent regulations, no regulation shall prevail which is less stringent than the regulations established by the State of California.

#### **§ 15.04.110 CONSTRUCTION PERMITS AND INSPECTION FEES.**

Except as otherwise exempted by the California Building Code and/or other City ordinances, no person, firm, or corporation shall erect, construct, enlarge, alter, repair, move, improve, occupy, remove, convert, or demolish any building or structure in the area of the City or cause the same to be done without first obtaining a separate building permit for each such building or structure as required by this title. Permits shall be issued and fees collected by the Building Official or ~~their his or her~~ designee. ~~City. The schedule of fees collected are established set by City Council Resolution, by the City Council and~~ may be amended ~~periodically from time to time.~~ Building Department fees are collected separately by Mendocino County Planning and Building Services and by 4LEAF, Incorporated, a third-party building services provider. The County's master fee schedule is approved by the Mendocino County Board of Supervisors, while 4LEAF, Inc's fees are set by contract with the City of Fort Bragg.

#### **§ 15.04.120 FIRE ZONE DEFINED.**

For the purpose of this chapter the entire City is Fire Zone Three.

#### **§ 15.04.130 FEES FOR PERMITS AND INSPECTION.**

Except as otherwise exempted by the California Building Code or City ordinance, no person, firm or corporation shall erect, construct, enlarge, alter, repair, move, improve, occupy, remove, convert or demolish any building or structure, or install, alter or repair any plumbing, heating or electrical items, without first obtaining a permit or combination of any such permits for each such building or structure. ~~Applicants Any person filing applications for permits shall pay the applicable City of Fort Bragg fees, at the time of filing an application therefore, pay to the Building Department the fee set forth by the City as established by the fee schedule currently on file with the City Clerk is amended and adopted from time to time. A copy of the latest fee schedule in effect is on file with the City Clerk. Applicants may choose to have their plans routed to Mendocino County Planning and Building Services or to the City's third-party provider, 4LEAF, Inc., for plan-check and inspection services. Fees for Mendocino County are determined by the County's Master Fee Schedule. Fees for 4LEAF are set by its contract with the City. A copy of the current fee schedules are available through the City Clerk.~~

#### **§ 15.04.140 PENAL PROVISIONS.**

A. The Building Official of the City or the Acting Building Inspector as designated by the City Manager shall have the authority to issue citations for violations of the following chapters of this code:

1. Chapter 15.04 (Construction Codes – Adopted by Reference);

2. Chapter 15.08 (Building and Fire Department Permits);
3. Chapter 15.12 (House Numbering);
4. Title 17 (Chapters 17.10 through 17.98);
5. Title 18 (Chapters 18.10 through 18.98).

B. The persons designated in subsection (A) of this section (hereinafter referred to as Building Official) shall have the power to issue citations within the City pursuant to those sections of this code set forth in subsection (A) of this section. The Building Official is authorized by the ordinance codified in this section to arrest persons, without a warrant, whenever the Building Official has reasonable cause to believe that the person to be arrested has committed a misdemeanor in his or her presence which is a violation of state statute or City ordinance which the Building Official has a duty to enforce.

C. In any case in which a person is arrested pursuant to subsection (A) or (B) of this section, and the person arrested does not demand to be taken before a magistrate, the Building Official making the arrest shall prepare a written notice to appear and release the person on his or her promise to appear, as prescribed by Chapter 5C (commencing with Section 853.6) of the California State Penal Code. The provisions of such chapter (5C of the Penal Code) shall thereafter apply with reference to any proceeding based upon the issuance of a written notice to appear pursuant to this authority.

D. Violations of Chapters 15.04, 15.08, 15.12, Title 17, and Title 18 are declared to be infractions, and upon conviction thereof are punishable as provided in Chapter 1.12.

**Section 3.**

Chapter 15.05 entitled **CALIFORNIA FIRE CODE** is hereby repealed in its entirety and replaced with the following:

**CHAPTER 15.05: CALIFORNIA FIRE CODE**

Section

- 15.05.010 Edition adopted
- 15.05.020 Application of chapter
- 15.05.030 Appeals

**§ 15.05.010 EDITION ADOPTED.**

Subject to applicable sections of this title, the following primary and secondary codes are hereby adopted and incorporated into the Fort Bragg City Code by reference and as having the full legal effect as if their respective contents were set forth verbatim herein:

- A. The California Fire Code, California Code of Regulations, Title 24, Part 9, 202~~52~~ Edition, and its appendices, subject to amendments, changes or modifications as set

forth in this chapter, or otherwise in the Fort Bragg Municipal Code. This chapter shall be known as the "Fort Bragg Fire Code" and shall be referred to in this chapter as "the code."

B. Where no applicable standards or requirements are set forth in the above-mentioned code, or contained within other laws, codes, regulations or ordinances adopted by the City, compliance with applicable standards of the National Fire Protection Association (NFPA) or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this chapter.

C. A copy of the code referenced above, in its latest form, is on file in the office of the Fire Chief.

**§ 15.05.020 APPLICATION OF CHAPTER.**

This chapter shall apply to all buildings, structures, areas, and occupancies within the City of Fort Bragg. Pursuant to Cal. Health and Safety Code §§ 13145 and 13146, the Fire Chief, or his or her authorized representative, shall enforce the provisions of this chapter and all other building standards and regulations relating to fire and panic safety that have been formally adopted by the State Fire Marshal for the prevention of fire and for the protection of life and property against fire or panic.

**§ 15.05.030 APPEALS.**

Whenever the Fire Chief or his or her authorized representative refuses to grant a permit applied for, or when it is claimed that certain provisions of the International Fire Code, the California Fire Code and/or Fort Bragg Municipal Code do not apply, the applicant may appeal the decisions to the Fire Appeals Board no later than 15 days of the refusal or claim. The Fire Appeals Board shall be appointed by the Fort Bragg Fire Protection Authority.

**Section 4. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

**Section 5. Effective Date and Publication.** This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

**The foregoing Ordinance was introduced by Councilmember \_\_\_\_\_ at a regular meeting of the City Council of the City of Fort Bragg held on April 27, 2026, and adopted at a regular meeting of the City of Fort Bragg held on \_\_\_\_\_, 2026, by the following vote:**

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:**

\_\_\_\_\_  
**Jason Godeke  
Mayor**

**ATTEST:**

\_\_\_\_\_  
**Diana Paoli  
City Clerk**

**PUBLISH:** April 2, 2026 and \_\_\_\_\_, 2026 (by summary).  
**EFFECTIVE DATE:** \_\_\_\_\_, 2026.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE TO AMEND  
CHAPTER 15.06 OF THE FORT  
BRAGG MUNICIPAL CODE TO  
REQUIRE SPRINKLER INSTALLATION  
IN BUILDINGS WITH BUILDING  
PERMITS WITH A CUMULATIVE  
VALUATION OF \$125,000 OR MORE,  
OVER A THREE-YEAR PERIOD.**

**ORDINANCE NO. XXX-2026**

**WHEREAS**, the 2025 California Building Standards Code has been amended and adopted by the California Building Standards Commission; and

**WHEREAS**, the California Fire Code, which is Part 9 of the California Building Standards Code, was part of the triennial amendment and adoption by the California Building Standards Commission; and

**WHEREAS**, the City of Fort Bragg (“City”) wishes to adopt building code regulations in accordance with law and to use the most updated regulations to regulate building construction within the City; and

**WHEREAS**, the City of Fort Bragg (“City”) wishes to adopt fire code regulations in accordance with law and to use the most updated regulations for fire protection within the City; and

**WHEREAS**, Government Code § 50022 *et seq.* authorizes cities to enact ordinances adopting any code by reference; and

**WHEREAS**, the City wishes to adopt the California Fire Code, California Code of Regulations, Title 24, Part 9, 2025 Edition, by reference into Chapter 15.05 of the Fort Bragg Municipal Code (California Fire Code) after conducting a public hearing on April 27, 2026; and

**WHEREAS**, because of the City’s unique climatic, geologic, and topographic conditions, the City made amendments and additions to the California Fire Code, California Code of Regulations, Title 24, Part 9, 2025 Edition; and

**WHEREAS**, the City of Fort Bragg (“City”) has determined that Chapter 15.06 (Automatic Fire Sprinkler and Alarm Systems) of the Fort Bragg Municipal Code (“Code”), as proposed, reflects the modifications most beneficial to the health, safety and welfare of the City and the City Council desires the same modifications to the California Fire Code, California Code of Regulations, Title 24, Part 9, 2025 Edition; and

**WHEREAS**, because of the City’s unique climatic, geologic, and topographic conditions, the City desires to make amendments and additions to the building and fire code regulations, as set forth in Ordinance XXX-2026; and

**WHEREAS**, pursuant to California Health and Safety Code § 17958, 13143.5, and 18941.5 the City Council of the City of Fort Bragg determined that a departure from the California Fire Code, Part 9 of the California Building Standards Code, 2025 Edition, is reasonably necessary because of local climatic, geologic and/or topographic conditions.

**WHEREAS**, the City of Fort Bragg (“City”) has determined that Chapter 15.06 (Automatic Fire Sprinkler and Alarm Systems) of the Fort Bragg Municipal Code (“Code”), should 1) clearly require that the valuation of all building permits over a three-year period should be summed to determine the valuation threshold; and

**WHEREAS**, the City of Fort Bragg, has determined that all costs, except for re-roofing, associated with rehabilitation of a building should be included in the valuation amount, as public health and safety are paramount concerns of local government and every reasonable opportunity should be taken to ensure that Fort Bragg’s vulnerable commercial buildings have sprinklers installed as part of any series of rehabilitation activities over a three-year period of more than \$125,000 in value in order to protect life and property from the threat of fire; and

**WHEREAS**, amending Chapter 15.06 will assist in administering the City’s fire sprinkler and alarm systems ordinance and improve compliance with the ordinance by property owners; and

**WHEREAS**, pursuant to California Health and Safety Code sections 18941.5, 17958, and 13143.5 the City Council of the City of Fort Bragg hereby finds that the amendments adopted herein are reasonably necessary because of local climatic, geologic and topographic conditions; and

**WHEREAS**, the City Council has determined that the following changes should be made to the Chapter for consistency, accuracy and ease of use by the City’s staff and citizens.

**WHEREAS**, on April 27, 2026, the City Council held a City Council meeting and discussed this item and agreed that the valuation calculation should be calculated on a cumulative basis over a three-year period, and that costs associated with re-roofing an existing building should be excluded from this valuation calculation; and

**WHEREAS**, prior to the effective date of this Ordinance, the City Clerk shall file a copy of the Ordinance, with the California Building Standards Commission.

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

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

1. The City of Fort Bragg’s Municipal Code Chapters 15.05 and 15.06 have undergone a review to identify inconsistencies and inaccuracies as well as consistency with the 2025 California Building Standards Code.
2. The Code should represent the current state of all legislative actions taken by the City Council.
3. Chapter 15.06 is used by City staff to determine when fire sprinklers and alarm systems are required as part of any project that requires a building permit.
4. Modifications and changes to the California Fire Code, as set forth in Chapter 15.05 of the Fort Bragg Municipal Code, are required in order to provide specific and greater protections to the public health, safety and welfare than are afforded by the California Building Standards Code due to local climatic, geological, and topographical conditions. The legislative findings for such modifications and changes are made pursuant to California Health and Safety Code § 17958.7 as set forth in Exhibit A of the Staff report and by this reference incorporated herein.
5. Chapter 15.06 is used by City staff to determine when fire sprinklers and alarm systems are required as part of any project that requires a building permit.
6. The Code should reflect current legislative actions of the City Council and the means by which the City is being operated and must be accurate and consistent to aid staff, residents and various other persons in making determinations on Code-related issues.
7. Amending Chapter 15.06 in the manner described in this ordinance is in the public interest for it

will ensure that sprinklers are installed as part of any cumulative major commercial building rehabilitation of more than \$125,000 in value over a three-year period and will thereby help to protect life and property from damage by structural fires.

8. Legislative Findings.

The City Council of the City of Fort Bragg finds that in order to best protect the health, safety and welfare of the citizens of the City of Fort Bragg, the standards of building within the City must conform with state law except where local climatic, geological, and topographic conditions warrant more restrictive regulations. Therefore, the City Council should adopt the current state building codes, contained in California Building Standards Code Title 24, and other uniform codes governing the construction and regulation of buildings and structures with the modifications and amendments contained herein.

Pursuant to California Health and Safety Code Section 17958.7, the City Council makes the factual findings set forth herein and finds that the amendments made in this ordinance to the California Building Standards Code Title 24, Part 9, are reasonably necessary because of the local climatic, geological or topographical conditions.

9. Climatic Findings:

Fort Bragg has climatic conditions which are unique in character. The City is subject to year-round coastal winds including storm conditions. Winter storms with gale-force winds often cause trees to fall onto roadways used for access by emergency fire equipment and personnel. Average yearly rainfall for the district is 42 inches which occurs from October to April and results in lush vegetation growth. During summer months, the morning also spurs vegetation growth. Natural vegetation creates hazardous fuel conditions that cause grassland and brush land fires each year. Afternoon winds can move a fire quickly in any part of the City, particularly during times of high temperatures and low humidity. The City has suffered from drought conditions, which reduces available water for firefighting.

10. Geological Findings:

Fort Bragg, located on the northern California coast, has warm summer days and severe winters. The City is located in a rural setting with rugged coastline forming its western boundary and rugged mountainous areas forming its eastern boundaries. The City has potentially active seismic hazards in close proximity.

11. Topographical Findings:

The Fort Bragg Fire Protection Authority District is an all-volunteer district that covers seventy-five square miles with elevations from zero to one thousand feet above sea level. The City of Fort Bragg includes many narrow and some dead-end roads causing maneuverability restrictions for fire equipment. Surrounding fire districts are all volunteer and the request for mutual aid requires as long as 30 minutes for the first engine to respond to the scene of a fire. The permanent population in the District is dramatically increased by tourism in the summer months causing an increased burden on fire department personnel and equipment. Heavily traveled State Highway One runs the length of the City and is the only continuous North/South route along the coast.

12. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations). Enacting minor changes to the City's Code pertaining to automatic fire sprinkler and alarm systems cannot have a significant effect

on the environment. The changes to the City’s Municipal Code are minor in nature and do not create substantive changes to land use or the California Fire Code. Subsequent planning and building permit applications will be subject to environmental review at that time. Thus, there is no further environmental review necessary at this time.

**Section 2.**

Chapter 15.06 entitled **AUTOMATIC FIRE SPRINKLER AND ALARM SYSTEMS** is hereby repealed in its entirety and replaced with the following:

**CHAPTER 15.06: AUTOMATIC FIRE SPRINKLER AND ALARM SYSTEMS**

Section

- 15.06.010 Purpose
- 15.06.020 Definitions in general
- 15.06.030 Automatic fire sprinkler systems required
- 15.06.050 Exemptions and waivers
- 15.06.060 Annual inspection and maintenance
- 15.06.070 *Reserved*
- 15.06.080 Fire alarm systems defined and required
- 15.06.090 Violations

**§ 15.06.010 PURPOSE.**

A. The California Fire Code, California Code of Regulations, Title 24, Part 9, 2025 Edition, as modified and amended from time to time, establishes certain standards for automatic fire extinguishing systems. A copy of the Code, in its latest form, is on file in the office of the Fire Chief.

B. The purpose of this chapter is to provide regulations establishing minimum standards for automatic fire sprinkler systems where the standards are not specifically covered by the California Fire Code. Where specific standards are provided by the California Fire Code and provide a greater degree of fire protection than the provisions of this chapter, those standards shall apply. In those cases where the California Fire Code, does not provide specific standards, the terms of this chapter shall apply.

C. The intent of this chapter is to apply those fire protection standards which will provide the residents and property owners of the City the greatest degree of fire protection which is reasonable under the circumstances. All buildings are subject to the provisions of this chapter.

**§ 15.06.020 DEFINITIONS IN GENERAL.**

Definitions contained in the California Fire Code, California Code of Regulations, Title 24, Part 9, 2025 Edition, shall apply to this chapter unless specifically amended. Whenever any of the following names or terms are used in any of the compilations adopted by reference by this chapter such names or terms shall have the following meanings:

**APPEAL AUTHORITY.** As defined in Municipal Code Chapter 1.06.

**BUILDING.** Any building or group of buildings that requires a sprinkler under this ordinance or the California Fire Code, California Code of Regulations, Title 24, Part 9, 2025 Edition.

**BUILDING PERMIT VALUATION.** The value of repairs, maintenance and remodel work as determined by the Building Department through their plan review process. The Building Permit Valuation will include the total of all active building permits for the Building at the same location, excluding separate permits to install automatic fire sprinkler systems or to install a new roof.

**§ 15.06.030 AUTOMATIC FIRE SPRINKLER SYSTEMS — REQUIRED.**

A. All new Buildings shall have an automatic fire sprinkler system installed, unless specifically

exempted in accordance with § 15.06.050.

B. Buildings in existence prior to the adoption of this Code shall be subject to the requirements for automatic fire sprinkler systems upon the change of occupancy to a higher hazard level as defined by the Fire Marshal.

1. Existing commercial and multifamily buildings which are remodeled, added to, or altered, including maintenance and repair activities, when the valuation of the cost of such work within any 36-month period exceeds \$1250,000, shall have an automatic fire sprinkler system installed. The sprinkler system shall be connected with the City's water service as determined by the Director of Public Works. Roof replacement costs will not be calculated in the \$1250,000 limit. The \$1250,000 valuation will be determined by the Building Department through their plan review process and completed on the application for any building permit. The \$1250,000 valuation is in 2025 dollars, the actual valuation amount shall be calculated based on the California Construction Cost Index adjustment for the year the permit is issued.

2. The Fire Marshal shall: 1) review the building permit, plans and Building Permit Valuation at the time of the building permit application submittal; and 2) review the building permit, any applicable building permit application and plans upon any change in scope of work or modification to the building permit application to determine if the Building Permit Valuation of the proposed work and all work completed on the Building for all active building permits exceeds the adjusted \$1250,000 threshold.

3. If the Building Permit Valuation exceeds the threshold, the Fire Marshal shall require installation of fire sprinklers per this chapter prior to approval of the building permit or final inspection.

#### **§ 15.06.050 EXEMPTIONS AND WAIVERS.**

A. All 1- and 2-family dwellings and detached utility ("U" occupancy) buildings are exempted from the requirement to install automatic fire sprinkler systems.

B. The Fire Chief may grant exemptions for the automatic fire sprinkler system requirements for new construction by placing such conditions upon construction and/or use of the building so as to reduce the fire risk to a diminished level and by making a finding that the use of structure would present low or no fire risk. Examples:

1. Portable fire extinguisher or Class 2 standpipe installation;
2. Providing 1-hour resistive occupancy separation for equipment rooms;
3. Sprinklers undesirable because of nature of the contents in the room/area, the items being noncombustible or not exposed to other rooms/areas.

#### **§ 15.06.060 ANNUAL INSPECTION AND MAINTENANCE**

The owner of any Building in which automatic fire alarm systems or fire sprinkler systems have been installed shall have the systems inspected and maintained per NFPA 25 and shall provide a report of the inspection to the Fire Chief.

#### **§ 15.06.070**

*Reserved.*

#### **§ 15.06.080 FIRE ALARM SYSTEMS DEFINED AND REQUIRED.**

A. **FIRE ALARM SYSTEM** means all devices, controls, and circuits, together with the energy necessary to sound the alarm, electrically supervise the system, and activate the alarm bells, trouble bells or trouble signals.

B. Every new Building shall have installed an approved, automatically operated fire alarm system designed to warn all occupants simultaneously. In addition, the Fire Chief may require that

this system be monitored in the manager's quarters and/or by a supervising station as defined in NFPA 72. The Fire Chief may also require the installation of a manually operated fire alarm system.

C. All required fire alarm systems shall be installed in accordance with NFPA 72.

D. Exceptions to this section are all "U" occupancies. These exceptions do not apply to 1- and 2-family dwellings within a building that otherwise requires an alarm system (i.e., commercial occupancy below a dwelling).

**§ 15.06.090 VIOLATIONS.**

Failure to comply with the requirements of this chapter is hereby declared to be unlawful and a public nuisance and shall be subject to the remedies and penalties established by Municipal Code Chapter 6.12.

**Section 4. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

**Section 5. Effective Date and Publication.** This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

**The foregoing Ordinance was introduced by Councilmember \_\_\_\_\_ at a regular meeting of the City Council of the City of Fort Bragg held on April 27, 2026, and adopted at a regular meeting of the City of Fort Bragg held on \_\_\_\_\_, 2026, by the following vote:**

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

\_\_\_\_\_  
**Jason Godeke**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Diana Paoli**  
**City Clerk**

**PUBLISH:** April 2, 2026 and \_\_\_\_\_, 2026 (by summary).  
**EFFECTIVE DATE:** \_\_\_\_\_, 2026.

# SUMMARY OF CALIFORNIA CODE CHANGES

In the 2025 edition of Title 24

July 2025



C A L I F O R N I A  
BUILDING STANDARDS COMMISSION **115**

# Acknowledgements

Governor Gavin Newsom

Secretary of the Government Operations Agency, Nick Maduros

Director of the Department of General Services, Ana Lasso

Members of the California Building Standards Commission

Chair, Secretary Nick Maduros

Vice Chair, Rajesh Patel

Commissioners:

Kent Sasaki

Erick Mikiten

Elley Klausbruckner

Rajesh Patel

Peter Santillan

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Aaron Stockwell

Laura Rambin

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James Haskin

Executive Director, Stoyan Bumbalov

Deputy Executive Director, Kevin Day

The California Building Standards Commission is a commission within the Department of General Services

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Please submit comments and suggestions for improvements or additions to this publication to [cbsc@dgs.ca.gov](mailto:cbsc@dgs.ca.gov)

or mail to

California Building Standards Commission

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Some of CBSC's publications available on the website's [Resources page](#):

Guide to Title 24

Public Guide to the Building

It's Your Building Department

Standards Adoption Process

Guide for Local Amendments of

Frequently Asked Questions

Building Standards

Glossary of Terms

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## INTRODUCTION

During the 2024 Triennial Code Adoption Cycle, California state agencies reviewed the most recent editions of national model codes and standards, and made amendments and additions to most parts of the California Building Standards Code, Title 24 of the California Code of Regulations (Title 24). This publication contains information regarding substantive California changes of interest to code users as they familiarize themselves with the 2025 edition of Title 24. For ease of reading, this document uses all normal font style (no italics). When looking at Title 24, it is a good idea to learn about and understand the various margin markings, banners and text styles that will indicate where changes have been made to the code and what amendments are model code changes versus California amendments. An explanation of margin markings can be found in the preface of each part of Title 24.

### **State agency acronyms that may be used in this publication**

BSC – Building Standards Commission  
CEC – California Energy Commission  
DCA – Department of Consumer Affairs, Veterinary Medical Board  
DSA – Division of the State Architect  
DWR – Department of Water Resources  
HCD – Department of Housing and Community Development  
OSHPD – Office of Statewide Hospital Planning and Development  
SFM – State Fire Marshal

For the applications of amendments adopted by the various state agencies, reference Chapter 1 of each part of Title 24.

### **The parts of Title 24 may be abbreviated as follows:**

CBC – California Building Code, Part 2, Volumes 1 and 2  
CRC – California Residential Code, Part 2.5  
CMC – California Mechanical Code, Part 4  
CPC – California Plumbing Code, Part 5  
CWUIC – California Wildland-Urban Interface Code, Part 7  
CFC – California Fire Code, Part 9  
CEBC – California Existing Building Code, Part 10  
CALGreen – California Green Building Standards Code, Part 11  
CRSC – California Referenced Standards Code, Part 12

To avoid confusion with other acronyms, abbreviations are not used for the California Administrative Code (Part 1), California Electrical Code (Part 3) or California Energy Code (Part 6).

Note that there were no significant updates to the California Historical Building Code, Part 8 of Title 24, or Part 12, the Referenced Standards Code, so they are not included in this summary. There are no changes to Part 8 because the State Historical Building Safety Board adopted the 2025 California Historical Building Code by carrying forward existing provisions from the 2022 edition without further amendment.

### **Model code developers:**

Every three years the national model codes and standards are published, and by law California is required to incorporate specific model codes and standards into Title 24. The model code publishers often issue significant code change documents explaining national code updates and the reasons for them. Links are provided below to assist in searching for this information for each of the publishers.

IAPMO – The International Association of Plumbing and Mechanical Officials (Parts 4 and 5)

[2024 Uniform Mechanical and Plumbing Code publication webpage](#)

ICC – The International Code Council (Parts 2, 2.5, 7, 9 and 10)

[ICC's 2024 Significant Changes publications](#) (search each title separately)

NFPA – National Fire Protection Association (Part 3)

[2023 National Electrical Code Guide to Changes](#)

In 2024, the model codes published by ICC underwent a substantial formatting change as part of their digital transformation strategy to improve the user experience and enhance readability by providing a cleaner, more modern look. All parts of Title 24 that are published by ICC—Parts 1, 2, 2.5, 6, 7, 8, 9, 10, 11 and 12—display the new single-column format. Parts 3, 4 and 5, published by NFPA and IAPMO, retain the previous formatting style.

Additionally, some section renumbering occurred to align with the new structure, and existing California amendments made obsolete by new model code language have been repealed and deleted from the code.

Also, in 2021 the Office of Statewide Hospital Planning and Development (OSHPD) was renamed the Department of Health Care Access and Information (HCAI). Within HCAI, divisions were renamed “offices” and the building code development unit is now within HCAI’s Office of Statewide Hospital Planning and Development (OSHPD); therefore, the acronym used in Title 24 banners to indicate adoption by OSHPD will not change.

Please watch the California Building Standards Commission’s (CBSC) video [About Title 24](#) to learn about the code's layout and contributing state agencies. For more in-depth information, visit CBSC’s [Resources webpage](#) to view and download educational publications such as a [Guide to Title 24](#).

**Tips for reviewing this summary:**

- Headings are generally shown as “Section # Section Name” unless otherwise as necessary for clarity.
- Use the bookmarks tool to quickly scan for sections of interest.



## CALIFORNIA ADMINISTRATIVE CODE – PART 1

### Chapter 1 – Building Standards Commission

#### **1-101 Abbreviations**

Added an entry for HCAI and corrected the entry for OSHPD.

#### **1-407 Initial rulemaking file submittals by a state proposing agency**

Changed to accept digital signatures, accept single soft copies of documents, and clarify signature requirements for the Economic and Fiscal Impact Statement (Form STD 399).

#### **1-408. Certification of delegation of authority**

Changed to accept digital signatures.

#### **1-411 Public comment rulemaking file submitted by a state proposing agency**

Changed to accept one copy of various required documents.

#### **1-413 Public comments and related actions**

Removed the note referencing a public comment form on the website.

#### **1-415 Final rulemaking file by state proposing agencies**

Requirements changed to accept digital signatures, accept single copies, clarify documentation of public hearings, clarify the statement necessary if supporting documents are added after the NOPA is published, and clarify requirements when changes are made after the NOPA is published. Also repealed confusing language about the Informative Digest and the memo attesting to a 45-day public comment period.

#### **1-419 Emergency building standards**

Changed to accept one copy of various required documents.

### Chapter 3 – State Fire Marshal

#### **3-104 Application of building standards**

Added a reference to the new California Wildland-Urban Interface Code, Part 7 of Title 24.

### Chapter 4 – Division of the State Architect – Structural Safety

#### **Sections 4-205, 4-305, 4-402, 4-405**

Added a reference to the new California Wildland-Urban Interface Code, Part 7 of Title 24.

#### **4-309(a) Reconstruction or alteration projects in excess of \$100,000 in cost**

Replaced “modifications” with “reconstruction, alteration, or addition” to clarify intent and provide consistency of language with the CEBC.

#### **4-310 School garages, warehouses, storage and similar buildings, dwellings for employees and miscellaneous structures**

As a result of AB 358 (Chapter 83, Statutes of 2023), updated language to note community college student housing buildings are exempted from the Field Act.

#### **4-314. Definitions**

Added the definition of “Laboratory of Record” to coordinate with language updates and reorganization to create new Article 11 in this chapter.

#### **4-317(e). Plans, specifications, calculations and other data**

Added a new exception that allows repair of damage caused by means not related to natural or manmade disaster (e.g. dry rot, vehicle impact) on a school building within 50 feet of fault trace.

#### **4-318(a) Procedure for approval of application and voidance of application**

Added editorial revisions to current language that utilizes terms such as “prints,” “tracings,” “reproducible sheets,” which are tied to a paper-based system and not in alignment with current electronic media and submittal processes.

#### **4-318(c) Voidance of application, 4-319 Withdrawal of application, and 4-420 Fees**

Clarified amount of refund of fees when work has not yet commenced (checking work or construction) on a project (or subsequent increments) to align with current practice.

#### **Various Sections within Group 1, Articles 5 and 6**

Relocated and modified various sections from these articles to new Articles 10 and 11.

#### **4-333 Observation and inspection of construction**

##### **4-333(b) Inspection by a project inspector or assistant inspector**

Added language to include assistant inspectors (and removed 4-333(d) Items 3-4).

Added language to clarify each inspector’s responsibility to the governing board, including any inspector involved with or providing inspection related activities or services to the district, while also emphasizing that inspectors ultimately report to DSA for enforcement of plans and specifications of the project.

##### **4-333(d) Assistant inspectors**

Added requirement that Assistant Inspectors (AI) must meet same project approval requirements as Project Inspectors (PI) for projects inspected by AI. Removed #3-4 and relocated #2 to 4-361.4, with modifications.

##### **4-333.1 Project inspector certification.**

Relocated this section to new Article 10 in this chapter and modified language to improve clarity.

#### **4-335(f) Structural tests and special inspections**

Removed minimum age requirements and added minimum educational requirements for special inspectors for consistency with Project Inspectors and DSA Certified Special Inspectors.

#### **4-335(f)4.A Special inspector daily reports**

Removed requirement for Special Inspector (SI) daily reports to PI within seven days since PI to receive those sooner (within one business day).

#### **4-335.1 DSA Laboratory of record**

Relocated portions of the former language to new Article 11 and modified language to improve clarity.

#### **4-342 Duties of the project inspector**

##### **4-342(b) Duties**

Added language specifying 48-hours prior notification by the PI to DSA for structural steel erection.

##### **4-342(c) Violations through 4-342(g) Filing an appeal**

Relocated items to new Article 10 and modified language to improve clarity.

#### **Group 1, Article 8**

Repealed Sections 4-350 and 4-351 to remove conflicts.

#### **Group 1, Article 10**

Created new Article 10. Inspector Certification (Sections 4-360 through 4-369) to consolidate and clarify inspector certification, professional conduct, discipline, appeals, and reinstatement requirements.

#### **Group 1, Article 11**

Created new Article 11. Laboratory Acceptance (Sections 4-370 through 4-378) to consolidate and clarify laboratory acceptance, professional conduct, discipline, appeals, and reinstatement requirements.

#### **4-411 Definitions**

Added definitions for “Classroom” and “Shade Structure” to clarify broad terms frequently reflected in project designs.

## **Chapter 5 – Division of the State Architect – Access Compliance**

#### **Section 5-101 Purpose**

Added exception to align with AB 306 (Chapter 49, Statutes of 2021) and AB 358 (Chapter 83, Statutes of 2023), exempting teacher or district employee dwellings and community college student housing buildings from DSA review for access compliance.

## **Chapter 6 – Office of Statewide Hospital Planning and Development – Seismic Evaluation Procedures for Hospital Buildings**

### **Article 1. Definitions and Requirements**

Added and amended various sections within Article 1 as a result of the enactment of AB 869 (Chapter 801, Statutes of 2024), which establishes a process for small, rural, critical access and district hospitals, as well as hospitals that are recipients of the Distressed Hospital Loan Program, to seek a delay of up to three years to the seismic safety compliance deadline of January 1, 2030, and also provides HCAI with discretion to extend the delay by an additional two years.

#### **1.2 Definitions**

Repealed the definitions of “Administrative Extension” and “Critical Community Provider” because the timeframe to request an extension has expired.

#### **1.5.2 Delay in compliance**

Amended language to align the NPC compliance requirements and dates with existing statutory mandate and repealed SPC compliance requirements that are no longer applicable per AB 2190 (Chapter 673, Statutes of 2018).

#### **Sections 11.3.1 and 11.3.2**

Repealed the torque testing requirements for bolts with no tension as there is no specific test for shear.

## **Chapter 7 – Office of Statewide Hospital Planning and Development – Safety Standards for Health Facilities**

### **7-101 Scope**

Amended language to add HSC Section 129850 that provides OSHPD has broad statutory authority to make any regulations that it deems necessary, proper, or suitable to carry out the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983 (HSSA 83).

### **7-111 Definitions**

Amended the definitions of: “Freestanding” to clarify that a building does not have to be adjacent to another building to be freestanding and the separation requirements apply to all adjacent buildings (and not limited to hospital buildings only); and “Office” for consistency with the creation of the Department of Health Care Access and Information (HCAI) and the renamed Office of Statewide Hospital Planning and Development (OSHPD).

### **7-115 Preparation of construction documents and reports**

Amended language: Allows fire protection engineers to prepare plans and specifications for fire protection systems; assures compliance with HSC Section 129805(a); and clarifies that only OSHPD Preapproved Details (OPDs) and distribution system preapprovals are required to be inserted in the construction documents.

## Section 7-153 Changes to the approved work

Repealed subsections (b)1 and 2 because HCAI does not have the authority.



## Chapter 10 – California Energy Commission

Please visit the [California Energy Commission's website](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview) for updates.

[energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview)

## CALIFORNIA BUILDING CODE – PART 2

### Chapter 1 – Scope and Administration

#### Division of the State Architect

##### **104.2.3 (formerly 104.11) Alternative materials, design and methods of construction and equipment**

Added new banners and amended language to clarify that the new model code exception regarding use of International Code Council Performance Code is not permitted by DSA.

#### Office of Statewide Hospital Planning and Development

##### **1.10.2 OSHPD 2**

Removed references to OSHPD 2A and 2B as there is no longer a difference in requirements between skilled nursing facilities that are single-story wood frame or light steel construction and multi-story facilities.

##### **1.10.6 OSHPD 6**

Added a new banner and description to identify the requirements for Chemical Dependency Recovery Hospitals (CDRH). The OSHPD 6 designation incorporates AB 2096 (Chapter 233, Statutes 2022) into regulations.

## **State Fire Marshal**

### **1.11.2.4 Request for alternate means of protection**

Updated the reference pointer to California Code of Regulations (CCR) Title 19 due to program changes in the requirements of Risk Management Plans and the handling of hazardous materials under the oversight of CalEPA (AB 148, Stats. 2021). These programs were previously in Title 19, Division 2 (CalOES), but are now located in Title 19, Division 5 (CalEPA), and have been effective as of March 6, 2024.

### **1.11.4.4 Fire clearance pre-inspection**

Corrected the reference pointer that delegates authority from the State Fire Marshal to the local fire prevention enforcement authority (Health and Safety Code Sections 13145 and 13146).

### **101.4.8 Wildland-Urban Interface**

Added a new administrative section to reference the newly adopted California Wildland-Urban Interface Code (CWUIC), Part 7 of Title 24. The adoption of the CWUIC has affected provisions and references in CBC Chapters 2, 3, and 7A, and will be addressed in this summary. Chapter 7A has been removed from the CBC and relocated in Part 7.

## **Chapter 2 – Definitions**

### **State Fire Marshal**

#### **Definitions related to Chapter 7A**

Repealed and deleted all definitions with reference to Chapter 7A. Chapter 7A provisions have been relocated to the new California Wildland-Urban Interface Code, Part 7 of Title 24.

### **Division of the State Architect**

#### **Multi-bedroom Housing Unit**

Amended definition to change the term “toilet and bathing rooms” to “bathroom(s)”

#### **Next Generation Attenuation West**

Repealed this definition as it is no longer used in the code.

#### **Public-Occupancy Temporary Structure**

Added an amendment to clarify that the definition does not apply to school buildings as defined in Section 4-314 of the California Administrative Code.

## **Chapter 3 – Occupancy Classification and Use**

### **Department of Housing and Community Development [HCD]**

#### **310.3 Residential Group R-2 and 310.4 Residential Group R-3**

Amended the model code language in relation to nontransient hotels and motels specifying that all nontransient hotels and motels, regardless of number of guest rooms, shall be classified as Occupancy Group R-2.

### **310.4.2 Lodging houses**

Amended the automatic sprinkler system installation requirements and replaced “P2904” with a reference pointer to CRC R309.1.1.

## **State Fire Marshal**

### **304.1 Business Group B**

Editorial correction to align ambulatory care facilities with the provisions of the California Fire Code (Part 9, title 24) as a Business Group B occupancy.

### **305.2 Group E, child-care facilities, exception**

Amended existing exception to Group E child-care facilities, allowing the facilities to operate when they comply with special requirements, aimed at expanding child-care services and upholding fire and life safety practices, and in compliance with Assembly Bill 176, Chapter 998 (2024).

### **308.5.1 Classification as Group E, special provisions**

This model code section was deleted from the 2022 CBC. Assembly Bill 176, Chapter 998 (2024) required language from the 2019 CBC to be re-incorporated to provide clarification for local jurisdictions regarding child day care for more than six but not more than 100 children under 36 months of age.

## **Chapter 4 – Special Detailed Requirements**

## **State Fire Marshal**

### **403.2.1.1 Type of construction**

Corrected the Item #1 exception by deleting model code language “columns supporting floors,” which was an existing amendment that was not carried forward in the 2022 CBC.

### **403.3.1 Number of sprinkler system risers and system design**

Incorporated an existing amendment regarding the requirements of sprinkler systems that are hydraulically designed. The terms “standpipe” and “vertical water supply zones” in this section clarify the requirements of codes and referenced standards.

### **403.3.1.2 Buildings more than 420 feet in height**

Clarified that there are differences in requirements for buildings having a height greater than 420 feet (128 m) and in Section 403.3.1.1 buildings having a height less than 420 feet (128 m). Included requirement for sprinkler systems to be supplied from two risers to limit the impact of a single-point failure of a standpipe or sprinkler express riser.

### **403.5.3 Stairway door operation**

Repealed an amendment regarding failure of electrical power to the locking mechanism as it is now in the adopted model code language.

#### **404.12 Group I and R 2.1 occupancy means of egress**

Added treatment rooms to the egress requirements to clarify that patient sleeping rooms and patient treatment rooms are not permitted to pass through the atrium for means of egress. Aligns with the National Fire Protection Association 101 (NFPA 101).

#### **406.9.2 Ventilation**

Corrected the reference pointer from Section 1203 to 1202, to align with model code renumbering.

#### **407.4.4.1 Exit access through care suites**

Repealed an amendment regarding egress through an adjacent care suite to align with the requirements of NFPA 101. Section 407.4.4.3 includes the requirement.

#### **Section 407.4.4.2 Separation**

Repealed redundant amendment language regarding requirements for separation using a one-hour fire barrier.

#### **Section 407.4.4.3 Access to a corridor**

Repealed an amendment regarding travel from habitable rooms. Adopted model code language clarifies that movement in a care suite is limited to 100 feet of travel to a door leading to an exit corridor or a horizontal exit.

#### **407.4.4.3.1 One intervening room (repealed) Sleeping Room (new)**

Repealed amendment regarding movement from habitable rooms through more than one intervening room and replaced with a new amendment to clarify that sleeping rooms shall be limited to one intervening room.

#### **407.4.4.4 Reserved**

Deleted model code **Section 407.4.4.4 Circulation paths within a care suite** because it conflicts with care suite circulation path requirements in California for unrated corridors in I-2 occupancies.

#### **407.4.4.5.3 Travel distance (repealed)**

Repealed California amendment since the adopted model code provides the same provisions in section 407.4.4.3.

#### **408.9.1 Smoke venting**

Added amendment clarifying that I-3 Occupancy Condition #9, where venting is provided that such venting applies to each housing pod. Also Exceptions 3, 4, and 5 are deleted.

#### **408.13 Windows**

Updated reference pointer for security glazing testing standards from American Society for Testing and Materials' ASTM F1233-98 to ASTM F-1915. Deleted reference to California Department of Corrections and Rehabilitation Appendix H glazing standard as well.

### **408.16 Vehicle sallyports**

Added amendment to specify a two-hour fire barrier separation and to clarify that solid roofs in vehicle sallyports shall be fully sprinklered per National Fire Protection Association standard, NFPA 13.

### **Section 422.7 Domestic cooking**

Added amendment to clarify requirements for installation of cooking appliances in fully-sprinklered buildings. Item 6 added with reference pointer to Section 708.

## **Chapter 5 – General Building Heights and Areas**

### **State Fire Marshal**

#### **Table 504.3 Allowable building height in feet above grade plane**

Reinstated an existing amendment (erroneously not printed in the 2022 CBC) to the I-2 occupancy classification to correct the building height values to indicate “NP” (not permitted) for construction Types IIIB and VB.

#### **506.2.1 Single-occupancy buildings. Equation 5-2**

Corrected and clarified existing amendment related to total allowable area calculations for a single-occupancy building more than two stories above grade plane. Existing amendments associated with Equation 5-2 were unintentionally omitted during the last model code adoption when several model code changes occurred in allowable area formulas.

A maximum of  $S_a=2$  multiplier is allowed for Groups A, E, H, I, L, and R occupancies, high-rise buildings, and other applications listed in Section 1.11 regulated by the Office of the State Fire Marshal. A maximum of  $S_a=3$  multiplier is allowed for all the other buildings.  $S_a=4$  multiplier is not allowed in California.

#### **508.2.4 Separation of occupancies**

Modified the existing amendment of Exception Item 4 to remove reference to vehicle sallyports and repealed the exception to separation requirements for I-3 occupancy groups.

#### **508.3.3 Separation**

Repealed Exception Item 3, that required separation between Group I-3 occupancies and vehicle sally ports. Additionally, Exception Item 4 is renumbered to Item 3.

## **Chapter 7 – Fire and Smoke Protection Features**

### **State Fire Marshal**

#### **707.5 Continuity**

Added amendment regarding termination of fire barriers required for incidental use rooms per CBC Table 509.1 in I-2 occupancies. Added Items 4 and 5 to clarify applicability of fire resistance ratings in I-2 occupancies.

## Chapter 7A – Materials and Construction Methods for Exterior Wildfire Exposure

### State Fire Marshal

Deleted Chapter 7A from CBC and relocated the requirements to the California Wildland-Urban Interface Code, Part 7, Title 24. Added a “User Note” to point to CBC Section 101.4.8 for administrative requirements and applicability of buildings and structures located in the wildland-urban interface (WUI) or a Fire Hazard Severity Zone.

## Chapter 8 – Interior Finishes

### State Fire Marshal

#### Table 803.13 Interior wall and ceiling finish requirements by occupancy

For Group I-2, corrected footnote “n” to indicate footnote “o.”

## Chapter 9 – Fire Protection Systems

### State Fire Marshal

#### Section 903.3.1.1.1 Exempt locations

Renumbered items for exempt locations to accommodate deletion of Item #1 in the model code. Deleted amendment Item #6 in the list regarding elevator hoistways, machine rooms, machinery spaces, control spaces and control rooms.

#### 903.4.3 Alarms

Deleted existing amendment regarding visible alarm notification and reference pointer to Section 907.

#### 907.2.12 Special amusement areas

Repealed existing amendments in Sections 907.2.12.1 - 907.2.12.3 as these sections do not exist in 2024 IBC and blended the existing amendment regarding exit access into the new model code language. The same modifications are made to Section 907.2.12 in the California Fire Code (Part 9 of Title 24).

#### 915.4.4 Interconnection

Replaced new model language with existing HCD amendment that SFM co-adopted to align with the same amendment in the California Fire Code.

#### 915.6.1 Enclosed parking garages

New amendment to coordinate with the existing provision in Section 915.6.1 the California Fire Code.

## Chapter 10 – Means of Egress

### State Fire Marshal

#### 1010.2.3 Hardware height

Replaced reference pointer to the International Swimming Pool and Spa Code with reference to the California Building Code. The International Swimming Pool and Spa Code is not adopted in Title 24.

#### Table 1020.2 Corridor fire-resistance rating

Modified existing amendments to repeal the line-item amendment for occupancy Group E, and to require one-hour fire resistance rating for corridors with sprinklers in occupancy Group I-4.

#### 1026.6 Two-way communication

Specified that two-way communication systems must be installed in all horizontal exit compartments. An exception for I-2 and I-3 facilities is provided.

## Chapter 11A – Housing Accessibility

### Department of Housing and Community Development

#### 1101A.1 Scope and 1102A.1 Where required

Removed Chapter 11A from the requirements for newly constructed covered multifamily dwellings which can also be defined as public housing. These occupancies shall continue to be subject to the requirements of Chapter 11B.

## Chapter 11B – Accessibility to Public Buildings

### Division of the State Architect – Access Compliance

#### 11B-213.2 Toilet rooms and bathing rooms

Repealed Exception #5 to eliminate duplicative language with the exception in Section 11B-603.6.

#### 11B-224 Transient lodging guest rooms, housing at a place of education and social service center establishment

Amended scoping requirements for Section 11B-224 applicable to transient lodging facilities and housing at a place of education. To distinguish the requirements for each, DSA removed “dormitories” as an example of “similar transient lodging facilities” and included “housing at a place of education.”

#### 11B-228.3 Electric vehicle charging stations

##### 11B-228.3.2 Minimum number

Provided clarity in the exceptions by separating the types of drivers and vehicles that are exempted, i.e. general public/individual EV driver or fleet vehicles.

### **11B-233.3.1.2.6 Public housing facility site impracticality**

#### **11B-233.3.1.2.6.5 Additional requirements**

Added new introductory language relative to buildings without elevators and where site impracticality test numbers one, two, or three reduce the required number of residential dwelling units with adaptable features and requirements for the remaining dwellings units.

### **11B-603.6 Guest room toilet and bathing rooms**

Clarified this requirement is only applicable to transient lodging facilities, and not to housing at a place of education. The requirements for bathrooms in residential dwelling units with adaptable features in housing at a place of education are required to comply with the Fair Housing Act, which provides greater accessibility to bathrooms in units that are not required to provide mobility features.

### **11B-705.1.2.5 Blended transitions**

Amended to clarify detectable warnings at blended transitions shall be 36 inches in depth (previously width) and extend the entirety of the transition separating the walk or sidewalk from the vehicular way.

### **11B-806.2.3.1 Personal lift device floor space**

Amended technical requirements for personal lift device clear floor space to clarify the requirement is applicable to transient lodging where the underside of the bed may be blocked.

### **11B-806.2.4.1 Vanity countertop space**

Added “bathrooms” to types of facilities in transient lodging and housing at a place of education where this requirement applies.

### **11B-809.1 General**

Clarified references for residential units with mobility features and updated referenced section numbers. Added a reference pointer to residential units with adaptable features.

#### **11B-809.1.1 Door signal devices**

Added requirements for signal devices on the primary entry door to a residential dwelling unit with mobility features in buildings with three or more dwelling units for consistency with requirements for public housing units with adaptable features.

#### **11B-809.1.2 Viewing devices**

Added requirements for a lower viewing device at the primary entry door to a residential dwelling unit with mobility features, if a viewing device is provided in other units at a standing height.

#### **11B-809.1.3 Washing machines and clothes dryers**

Added the requirement that washing machines and clothes dryers in units with mobility features shall be front loading and equivalent type as provided in comparable dwelling units without mobility features.

### **11B-809.6 Residential dwelling units with adaptable features**

Removed the reference to “multifamily” from the residential dwelling units with adaptable features. The term defines the unit and not a multifamily building.

### **11B-809.8 Doors**

Amended for clarity and to remove conflicts with Section 11B-404.2. Moved existing exceptions to Section 11B-809.8.3.1.

#### **11B-809.8.1 Door thresholds**

Amended to clarify primary entry doors, required exit doors, and interior doors intended for user passage shall have thresholds of no more than ½” high (to comply with 11B-404.2.5).

#### **11B-809.8.2 Door opening force**

Added a pointer for door opening force to Section 11B-404.2.9 with an added exception.

#### **11B-809.8.3 Door maneuvering clearance**

Added language that clearances at doors shall extend the full width of the doorway including the required latch side or hinge side clearance.

##### **11B-809.8.3.1 Floor or ground surface**

Added language to indicate floors or ground surfaces required maneuvering clearances shall not have slopes exceeding 1:48. Provided clarity for interior doors within residential dwelling units with adaptable features. Moved existing exceptions from Section 11B-809.8 to Section 11B-809.8.3.1.

### **11B-809.10 Bathrooms and powder rooms**

Amended to change all references from “toilet and bathing rooms” to “bathrooms” for residential dwelling units with adaptable features.



#### **11B-809.10.6.1 Size**

Amended to clarify the reference is only to shower size requirements. This section previously incorrectly included all requirements for fully accessible showers.

### **11B-809.10.6.3 Clearance**

Amended to increase the clear floor space from a width of 30 inches to 36 inches at showers in residential dwelling units with adaptable features. Added a referenced figure to illustrate the position of the clear floor space relative to the control wall of the shower.

### **11B-902.2 Overlap**

Added a new section clarifying that the clear floor space at dining surfaces shall not overlap the accessible route.

## **Chapter 12 – Interior Environment**

### **Department of Housing and Community Development**

#### **1202.3 Unvented attic and unvented enclosed rafter assemblies**

Repealed amendment related to California Climate Zones and vapor retarder requirements since these provisions are addressed by the California Energy Commission.

### **Office of Statewide Hospital Planning and Development**

#### **1224.3 Definitions**

**Invasive Procedure.** Amended to align with the glossary in the “Guidelines for Design and Construction of Hospitals” as published by the Facility Guidelines Institute (FGI). The added clarification provided in the FGI explanatory note assigns a risk percentage rather than stating a recognized risk. The amendments were coordinated with the California Department of Public Health responsible for licensing services in health care facilities.

#### **Table 1224.4.6.1 Station outlets for oxygen, vacuum (suction) and medical air systems**

Added a column to the table for instrument air outlet, line items 42, 43 and 44 and footnotes 9, 10 and 11. The new column aligns with national guidelines. Footnote 10 has been re-worded to coordinate with the room functions as provided in the California Building Code.

#### **Table 1224.4.6.5 Location of nurse call devices**

Amended table to add “and” between treatment and triage rooms, clarifying that there are three separate rooms.

#### **Table 1224.4.19 Sound transmission limitations in hospitals**

Amended footnote #1 in the table to the correct reference standard number ASTM E413 Classification for rating sound insulation.

#### **1224.16.2.1 Space requirements**

Revised to indicate space requirements within preoperative patient holding areas. The minimum width requirement of 6 feet access/circulation outside the curtain aligns with Section 1224.16.3 Post-Anesthesia Care Unit (PACU).

#### **1224.19.2.3.7 Hazardous Drug (HD) storage**

Added new section to define a Hazardous Drug (HD) Storage room to align with United States Pharmacopeia USP-GC <800> Hazardous Drugs-Handling in Healthcare Settings. The storage arrangement is currently required under Title 16 Section 1751.

#### **1224.19.3.2.3.3 Handwashing station (Anteroom)**

#### **1224.19.3.2.4.2 Handwashing station (Segregated Compounding Area, SCA)**

Amended to align with the United States Pharmacopeia USP-NF <797> to allow sinks to be located either inside or outside the respective areas (or in close proximity to the SCA). “Adjacent” is an OSHPD-defined term that means “located next to but not necessarily connected to the identified area or room.”

#### **1224.19.3.3.2.8 Pass-throughs**

Amended to align with the United States Pharmacopeia General Chapter, USP-GC <800> Hazardous Drugs-Handling in Healthcare Settings allowing a pass-through from the buffer room to unclassified areas but not the refrigerator.

#### **1224.19.3.3.2.8 Pot washing facilities**

Amended to clarify three compartment sinks are required in pot washing facilities to align with Health and Safety Code Section 114099.

#### **1224.29.29.1.15 Support (Intensive Care Units)**

#### **1224.29.2.9 Lactation (Newborn Intensive Care Unit, (NICU)**

Replace the term “immediately adjacent” with “immediately accessible,” in alignment with terminology used in Facilities Guidelines Institute (FGI).

#### **1224.31.1 Psychiatric unit space**

Amended to clarify that a psychiatric nursing unit in the general acute care hospital [OSHPD 1] is not a distinct part, but is a separate nursing unit. Aligns with Title 22 relative to elder care facilities.

#### **1224.31.1.1 General**

Separated general statements about psychiatric nursing units in a medical facility [OSHPD 1] from the non-medical psychiatric hospital or units [OSHPD 5].

#### **1224.31.1.9 Activity spaces**

Specified that activity spaces provided in a psychiatric nursing unit shall comply with Section 1228.13.1’s requirements for patient safety in outdoor activity areas. Added Section 1224.31.1.9.1 to delineate the indoor activity rooms for a psychiatric nursing unit, and Section 1224.31.1.9.2 to clarify that outdoor activity areas are dedicated for the psychiatric unit. Related to CBC Section 1228.2.

#### **1224.33.2.7.1 Behavioral health observation area**

Clarified furniture options for a behavioral health observation area and provided an additional option for recliners; clarified a minimum of three feet on one side of recliners/beds/gurneys.

#### **1224.33.4.2 Fast-track area**

Clarified fast-track area requirements in an emergency department to be consistent with triage area requirements, as well as other design and lighting requirements. Aligned with the fast-track section in the FGI hospital guidelines.

#### **1224.35.1 Rehabilitation center space**

Clarified that access for outpatient rehabilitation services are required when a rehabilitation center is provided and aligned with existing Title 22 (Social Security) requirements in nuclear medicine facilities. Also clarified that physical therapy service, occupational service, and speech pathology service are required services for a rehabilitation center, and the space for these individual services shall be designed to meet the requirements of Sections 1224.35.2, 1224.35.3 and 1224.35.4, respectively.

#### **1224.42 Chemical Dependency Recovery Hospital**

Added new section allowing that chemical dependency recovery services can be provided as supplemental services located as a separate unit within a distinct part in general acute care hospitals and acute psychiatric hospitals, pursuant to Health and Safety Code Section 1250.3. Reference pointer to Section 1229 added for regulatory compliance. Related Sections: 1.10.6, 1224.3, 1228, 1229.

#### **1225.5.1.2.6 Patient storage**

Amended to align with other sections in Chapter 12 regarding specific provisions in nursing units for patient storage of personal belongings. Related sections: 1228.14.1.8 and 1229.14.1.9.

#### **1225.6.6 Special treatment program service**

Added language to clarify that skilled nursing facilities shall have a minimum of 30 beds for special treatment program service. Aligned with existing Title 22 requirements for skilled nursing facilities.

#### **1226.4.13.2.1 Medication preparation room or area**

Clarified the location option for medication (previously “medicine”) preparation room or area.

#### **1226.4.14.2 Specimen and/or blood collection facilities**

Corrected the reference pointer from Section 1224.4.4.2 to Section 1224.4.4.3.

#### **1226.8 Surgical clinics**

Added a section header to provide consistent formatting throughout Section 1226.

#### **1226.8.1.3 Procedure room(s)**

Added subsection to provide a pointer to the procedure room requirements in Section 1224.4.4.1.4.

### **1228.2 Application**

Clarified that an acute psychiatric hospital with non-medical units shall comply with Section 1228 that refers to Section 1224.31 for acute psychiatric hospitals or units that provide acute medical care.

### **1228.14.1.8 Patient storage**

Amended to align with other sections in Chapter 12 regarding patient storage of personal belongings in psychiatric nursing units. Section 1228 is unique in that the storage must be designed with no ligature hazards. Related sections: 1225.5.1.2.6 and 1229.14.1.9,

### **1228.30 Pediatric and Adolescent Psychiatric Service Space.**

Clarified that pediatric and adolescent mental health service space patient areas are separate from each other and from adult mental health services space patient areas. Further clarified that common areas may be shared and used by pediatric and adolescent patients at different times. Aligns with Title 22 and the FGI.

### **1228.44 Chemical Dependency Recovery Hospital.**

Added new section to distinguish that chemical dependency recovery services be provided as supplemental services located within a distinct part in acute psychiatric hospitals, pursuant to Health and Safety Code Section 1250.3. Added reference pointer to Section 1229. Related Sections: 1.10.6, 1224, 1224.3, 1229.

### **1229.14.1.9 Patient storage**

Aligned with other sections in Chapter 12 regarding patient storage of personal belongings in chemical dependency recovery residential areas. Related sections: 1225.5.1.2.6 and 1228.14.1.8.

### **1229.31 Other chemical dependency service space**

Amended to reference sections that may be used for other services in a chemical dependency hospital. Additionally, changed the reference to the Department of Health Services to the California Department of Public Health.

## **Chapter 14 – Exterior Walls**

### **Division of the State Architect and**

### **Office of Statewide Hospital Planning and Development**

#### **1413.2.1 Bond strength and tests**

Revised to align with The Masonry Society's TMS 402 Section 13.3.2.1 and require all mortar and veneer types to be tested. Corrected test frequency for bond shear strength to wall area of adhered veneer instead of square footage area of the building.

## Chapter 15 – Roof Assemblies and Rooftop Structures

**Building Standards Commission and  
Division of the State Architect and  
Department Housing and Community Development and  
Office of Statewide Hospital Planning and Development**

### **1511.9.6 Accessibility and egress.**

Clarified that the new ICC reference to Chapter 11 is to reference Chapter 11A and Chapter 11B, as applicable.

## Chapter 16 – Structural Design

**Office of Statewide Hospital Planning and Development**

### **1601.1.5 Additional amendments [OSHPD 1R, 2 & 5]**

Updated pointer references to applicable sections for additional requirements in Chapter 16A.

### **Table 1604.5 Risk category of buildings and other structures**

Amended the table to indicate I-2 occupancies for risk category IV for **OSHPD 2 & 5** is not adopted by OSHPD. I-2 occupancies are addressed in Table 1604.5A.

### **Table 1613.2.3(1) and Table 1613.2.3(2) Values of site coefficients $F_a$ and $F_v$**

Deleted both model code tables and associated footnotes. Changes to ASCE 7 standards have rendered OSHPD amendments obsolete for site-specific ground motions and calculation of acceleration parameters.

**Division of the State Architect**

### **1617 Additional requirements for community colleges [DSA-SS/CC]**

#### **1617.2.1.4 Analysis**

Repealed amendment requiring analysis to explicitly include consideration of stiffness of diaphragms.

#### **1617.2.4 Photovoltaic (PV) panel systems**

Amended to require elevated PV structures to be assigned the same risk category that relates to the use underneath.



### **1617.3.1 Stability**

Repealed amendment regarding strength design for foundation geotechnical capacity using a resistance factor of 1.0 since this is adequately covered by requiring factor of safety for soil bearing values to be no less than the overstrength factor of the structures supported.

### **1617.3.3 Modifications to load combinations in ICC 300**

Repealed amendment for modification to ICC 300, Section 303.5.2 since it is now addressed in ICC 300-23. The modification to ICC 300, Section 303.5.3 has been relocated to Section 1605A.3.1, and the reference to equation numbers has been updated to match the 2023 edition for ICC 300.

### **1617.8.1 Lateral pressures**

Revised section for lateral pressures to make it consistent with Sections 1807A.1.1 and 1807A.2.2. Added a note to clarify that lateral soil pressure for design of foundation and retaining walls shall be based on the geotechnical report.

### **1617.11.4 (formerly ASCE 7, Section 12.2.3, 12.2.3.1, and 12.2.3.2)**

Repeal amendments for two-stage analysis procedure which are adequately addressed in ASCE 7-22.

### **1617.12.6 (formerly 1617.11.9) ASCE 7, Section 12.3.3.1**

Repealed all language related to the extreme torsional irregularities. Revised to align with ASCE 7-22. Retain amendment for prohibition of vertical irregularities Type 1b, 4a and 4b for SDC D.

### **1617.12.8 ASCE 7, Section 12.10.2.1**

Added an amendment to clarify that the exemption from load combinations with overstrength factor only applies to light-frame construction braced entirely by wood light-frame construction, including diaphragms and shear walls.

### **1617.12.10 ASCE 7, Section 12.13.5.2**

Added to modify the resistance factor for the in-situ prototype ASCE 7 testing program to align with American Association of State Highway and Transportation Officials, Bridge Design Standard (AASHTO 2020). Revised the resistance factor to align with reduced test requirements in Chapters 18 & 18A.

### **1617.12.12 (formerly 1617.11.15) ASCE 7, Section 13.1.4**

Added requirements for Item 8 regarding distribution systems to align with OSHPD and re-organization of ASCE 7. Revised Exemptions 1-3 to clarify which items may be excluded from design and detailing. New amendment language for Item 7 regarding cabinets that could fall and block a required means of egress.

### **1617.12.16 (formerly 1617.11.19) ASCE 7, Section 13.6.7.3**

Deleted reference to Rp value (used in ASCE 7-16) because ASCE 7-22 does not use it and separation of pipe and support seismic coefficient in ASCE 7-22 Table 13.6-1 makes it unnecessary. Clarified language regarding pipe supports.

## Chapter 16A – Structural Design

### Division of the State Architect and

### Office of Statewide Hospital Planning and Development

Updates, clarifications and revisions to ASCE 7 standards; Horizontal and Vertical Irregularities for Seismic Design Categories; Provisions for piping and tubing systems.

#### **1604A.4 Analysis**

Repealed amendment requiring analysis to explicitly include consideration of stiffness of diaphragms.

#### **1605A.3 Modifications to load combinations in ICC 300**

Repealed amendment for modification to ICC 300, Section 303.5.2 since it is now addressed in ICC 300-23. The modification to ICC 300, Section 303.5.3 has been relocated to Section 1605A.3.1, and the reference to equation numbers has been updated to match the 2023 edition for ICC 300.

#### **1610A.1 Lateral pressures**

Revised section for lateral pressures to make it consistent with Sections 1807A.1.1 and 1807A.2.2. Added a note to clarify that lateral soil pressure for design of foundation and retaining walls shall be based on the geotechnical report.

#### **1617A.1.3 Reserved (formerly ASCE 7 Section 11.4)**

Repealed and reserved. Repeal amendment for seismic ground motion values based on ASCE 7-16 Supplement 3, which are adequately addressed in ASCE 7-22.

#### **1617A.1.5 Reserved (formerly ASCE 7 Section 12.2.3, 12.2.3.1, and 12.2.3.2)**

Repealed and reserved. Repeal amendments for two-stage analysis procedure which are adequately addressed in ASCE 7-22.

#### **1617A.1.10 ASCE 7 Section 12.3.3.1**

Repealed all language related to the extreme torsional irregularities. Revised to align with ASCE 7-22. Retain amendment for prohibition of vertical irregularities Type 1b, 4a and 4b for SDC D and higher.

#### **1617A.1.12 ASCE 7 Section 12.10.2.1 (formerly Reserved)**

Added an amendment to clarify that the exemption from load combinations with overstrength factor only applies to light-frame construction braced entirely by wood light-frame construction, including diaphragms and shear walls.

#### **1617A.1.13 ASCE 7, Section 12.13.5.2. (formerly Reserved)**

Added to modify the resistance factor for the in-situ prototype ASCE 7 testing program to align with American Association of State Highway and Transportation Officials, Bridge Design Standard (AASHTO 2020). Revised the resistance factor to align with reduced test requirements in Chapters 18 & 18A.

#### **1617A.1.19 ASCE 7 Section 13.4**

Added prohibition of the removal and resetting of post-installed mechanical anchors (American Concrete Institute (ACI) 318 Section 17.1.3). Repealed a separate prohibition for screw anchors. Added a note to indicate that the removal and resetting of post-installed mechanical anchors is prohibited by ACI 318.

#### **1617A.1.26 ASCE 7 Section 13.6.7.3.**

Deleted reference to Rp value (used in ASCE 7-16) because ASCE 7-22 does not use it and separation of pipe and support seismic coefficient in ASCE 7-22 Table 13.6-1 makes it unnecessary. Clarified language regarding pipe supports.

### **Office of Statewide Hospital Planning and Development**

#### **1607A.14.3.5 Ballasted photovoltaic panel system [OSHPD 1 & 4]**

Clarified that ballasted photovoltaic panel systems are considered as an alternative system.

#### **1617A.1.1 ASCE 7 Section 1.3**

Added additional peer review requirements for wind tunnel test based recommendations.

#### **1617A.1.3 Reserved (formerly ASCE 7 Section 11.4)**

Repealed and reserved. Repealed use of 2020 NEHRP provisions for multi period spectra as these are now incorporated in ASCE 7-22.

#### **1617A.1.14 Reserved (formerly ASCE 7 Section 12.12.3 [OSHPD 1 & 4])**

Repealed and reserved.

#### **1617A.1.4 ASCE 7 Table 12.2-1**

Changed some item numbers and names for the seismic force-resisting systems to align with ASCE 7-22. Permitted steel intermediate and ordinary moment frames for lightly loaded canopies and walkways. Repealed reference to ASCE content in amendment to existing Section 1617A.1.4.

#### **1617A.1.21 ASCE 7 Section 13.5.6.2**

Revised to add Item 6, a prescriptive provision with reduced hanger spacing for aluminum ceiling grid, with a banner for OSHPD 1 & 4. Continued permitting tested aluminum that complies with ASTM E580.

#### **1617A.1.23 ASCE 7, Section 13.6.2.1**

Added banner for OSHPD 1 & 4. Corrected section reference pointer to indicate section 1705A.14.3 of this code. Deleted amendments to ASCE 7 Tables 13.5-1 and 13.6-1 due to their revision by the model code developer.

#### **1617A.1.38 ASCE 7 Section 20.3 [OSHPD 1 & 4]**

Added section regarding limitation of shear wave velocity for new large buildings. Amendment only applies to new buildings larger than 4,000 square feet ground floor area, and will not impact existing building projects.

## **Division of the State Architect**

### **1604A.5.2 Photovoltaic (PV) panel systems**

Amended to require elevated PV structures to be assigned the same risk category that relates to the use underneath.

### **1605A.1.1 Stability**

Repealed amendment regarding strength design for foundation geotechnical capacity using a resistance factor of 1.0 since this is adequately covered by requiring factor of safety for soil bearing values to be no less than the overstrength factor of the structures supported.

### **1617A.1.18 ASCE 7, Section 13.1.4**

Added requirements for Item 10 regarding distribution systems to align with OSHPD and re-organization of ASCE 7. Revised Exemptions 1-3 to clarify which items may be excluded from design and detailing. New amendment language for Item 9 regarding cabinets that could fall and block a required means of egress.

## **Chapter 17 – Special Inspections and Tests**

### **Office of Statewide Hospital Planning and Development**

#### **1705 Required special inspections and tests**

Updated and aligned with model code revisions.

##### **1705.2.1 Structural steel**

Adopted model code provisions and aligned with current practice. Model code provisions changed significantly and updates to the American Institute of Steel Construction (AISC) 360 standard created an unintended gap in special inspection requirements. AISC 360 Section N5 Item # 3 and Section N6 are not adopted for consistency with Sections 1704.2 and 1704.2.5.1, respectively (no material change intended). Added a note to explain the difference in terminology used by AISC and the CBC.

##### **1705.2.2 Structural stainless steel**

Revised to clarify that quality assurance inspection requirements are also applicable. Added clarifications for OSHPD 1R, 2 and 5 regarding coordinated inspections in AISC 370 Section N5 and N6, which permit transfer of some quality assurance inspections to quality control inspectors.

##### **1705.2.3 Cold-formed steel deck**

Added OSHPD 1R, 2 and 5 banners. Amended to require approved agencies and special inspectors to perform special inspections on floor and roof decks. Added clarification that coordinated inspection is not permitted for OSHPD 1R, 2 and 5.

##### **1705.4 Masonry construction**

Amended to require that batch plant inspection of grout materials shall be in accordance with Section 1705.3.3.

### **1710 Off-site construction [OSHPD 1R, 2 & 5]**

Added requirements for off-site construction, including modular and panelized systems. For facilities utilizing International Code Council (ICC) Standard 1200, provides minimum requirements in multiple facets of the off-site construction process including: planning, designing, fabricating, transporting, and assembling building elements.



## **Chapter 17A – Special Inspections and Tests**

### **Division of the State Architect and Office of Statewide Hospital Planning and Development**

#### **1704A.5 Submittals to the building official**

Repealed and reserved Item #2 for consistency with deletion of model code section 1704.2.5.1. Added Item #4 to clarify reference to CBC rather than ACI 318.

#### **1705A.2.1 Structural steel**

Adopted model code provisions and aligned with current practice. Added DSA and OSHPD banners to identify specific provisions that apply to each agency.

Removed reference to:

- AISC 341 and 358 for quality control (QC) and quality assurance (QA) requirements since those are for seismic, not gravity, load resisting systems. Sections 1705A.13.1.1, 1705A.13.1.2, 1705A.14.1.1, and 1705A.14.1.2 reference AISC 341 for relevant QC and QA requirements for seismic load resisting systems.
- Prohibition of AISC 360, Chapter N, N4 Item 2 (Quality Inspector Qualifications) since Section 1705A.2.7 governs through added language of “and this code” at end of initial statement in Section 1705A.2.1.

#### **1705A.2.2 Structural stainless steel**

New model code section amended to conceptually match amendments for Section 1705A.2.1.

### **1705A.2.3 Cold-formed steel deck**

Modifications to achieve consistency with similar existing and new amendments in Section 1705A.2.1. Added and updated pointers to referenced standards (such as AISC 341, 358, or 370 and AISI S100 or S240) and CBC sections (such as 2201A.2, 1705A.8).

### **1705A.2.7 Special Inspection and tests of structural welding**

Added reference pointers. Recognized AWS B5.1 as an alternative acceptable standard for AWS CWI minimum requirements to AWS QC1. Replaced 'inspection' with 'special inspection' throughout this section to clarify requirements apply to QA, rather than QC inspections.

### **Table 1705A.3 Required special inspections and tests of concrete construction**

Coordinated various editorial amendments to correct numbering inconsistencies and to update and clarify certain amendments due to reformatting of the model code table. Amendments include, but are not limited to:

- Added ACI 318 reference pointers.
- Items 1, 4.a, 4.b, 5, 6, 7, and 14 – Renumbered reference pointers based on renumbering or relocation of previous amendments.
- Item 2.b – Adopted revised model language and amended the required inspection type to include intermediate moment frames. Added language and DSA banner to address specific cases of welding of reinforcing used in collectors and chords.
- Item 2.d – Deleted amendment regarding reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, and boundary elements and coupling beams of special structural walls of concrete due to Item 2.b model code and amendments incorporating these requirements. Adopted model code inspection type.
- Items 3, 4.a and 4.b – Deleted amendments that were pointers to referenced standards because the model code now includes the pointers.
- Item 5 and 6 – Relocated reference ACI 318-19 26.13.3.2 in Item 5 to Item 6. For Item 5, repealed amendment requiring continuous special inspection to align with model code requiring periodic. However, no net regulatory change occurs because the California Administrative Code requires continuous inspection of concrete placement of the specified design mix.

### **1705A.4 Masonry construction**

Added batch plant special inspection requirements for grout with reference to 1705A.3.3.

#### **1705A.4.1.1 TMS 602 Section 1.6 Quality Assurance**

Added amendment modifying TMS 602 Table 4 footnote "d" to require periodic inspections for all veneer, regardless of height, to maintain the quality of installation applicable to projects.

### **1705A.5.1 High-load diaphragms**

Added reference to 2307.1 since special inspection is required for high-load diaphragms regardless of design method utilized being ASD or LRFD.

### **1705A.13 Special inspections for seismic resistance**

#### **1705A.13.1 Structural steel**

##### **1705A.13.1.1 Seismic force-resisting systems**

##### **1705A.13.1.2 Structural steel elements**

##### **1705A.14.1.1 Seismic force-resisting systems**

##### **1705A.14.1.2 Structural steel elements**

Amended sections 1705A.13.1.1, 1705A.13.1.2, 1705A.14.1.1 and 1705A.14.1.2 to clarify that requirements of the CBC are also applicable, in addition to those in the AISC 341. Deleted reference to gravity Section 1705A.2.1 in sections 1705A.13.1.1 and 1705A.13.1.2 since the seismic requirements in the AISC 341 builds on the gravity requirements in AISC 360.

### **1705A.14.2 Nonstructural components**

Removed a pointer to Section 1704A.5, since the associated certification requirement is deleted in Section 1704A.5 Item #2. Revised existing amendment to include nationally recognized standards such as ANSI/ASHRAE 171 referenced in ASCE 7 Section C13.6.4.1.

## **Division of the State Architect**

### **1701A.4 Special inspections and tests**

Added reference to Chapters 14, 15 and 24 to the list of chapters with special inspection and test requirements to account for those in the noted chapters. Removed the specific reference pointer to the California Administrative Code (CAC) since many different sections specify special inspection, test, and observation requirements and a comprehensive listing is not needed.

### **1704A.3 Statement of special inspections**

Added language to not permit the exception that allows non-licensed individuals to prepare a statement of special inspections. The California Education Code Section 17302 requires designs of school projects by design professionals.

### **1704A.4 Contractor responsibility**

DSA's construction oversight and quality assurance programs render requirements for the contractor to submit a statement of responsibility unnecessary for most projects. Therefore, only when such a requirement is specified on the approved construction documents does it apply.

### **1705A.2.1 Structural steel**

Clarified prohibition of quality assurance aspects (rather than all aspects, such as quality control) for AISC 360, Chapter N, N5 Item 2 (Quality Assurance), N5 Item 4 (Inspection of Welding), and N7 (Nonconforming Material and Workmanship).

Added a note clarifying that additions to other reference standards in Table 1705A.2.1 apply when those provisions are applicable.

Clarified intent of replacing language in AISC 360, Section N5.5(b) and through formatting for consistency with modification of model reference standards used in other amendments.

DSA considered deleting non-adoption of some AISC 360 Chapter N references as well as the reference to Table 1705A.2.1. However, based on early feedback from various welding special inspectors and material testing laboratory managers, confusion regarding expectations caused by the terms “observe,” “perform,” and “document” not correlating with periodic or continuous inspection, DSA decided to maintain those.

#### **Table 1705A.2.1 Required special inspections and tests of steel construction**

Added and updated pointers to referenced standards (such as AISC 341, 358, or 370 and AISI S100 or S240) and CBC sections (such as 2201A.2, 1705A.8). Other specific items resulting in regulatory changes:

Item 3. – Removing the word "deck" such that material identification applies to all structural cold-formed steel, not just decks.

Item 5.a. – Removing the word "deck" such that welding inspection requirements apply to all structural cold-formed steel, not just decks.

DSA considered deleting Table 1705A.2.1. However, based on early feedback from various welding special inspectors and material testing laboratory managers, confusion regarding expectations due to the terms “observe,” “perform,” and “document” not correlating with periodic or continuous inspection, DSA decided to maintain the table.

#### **1705A.2.3 Cold-formed steel deck**

Modifications prohibit certain reference standard provisions while explicitly referencing Table 1705A.2.1 to achieve consistency with similar existing and new amendments in Section 1705A.2.1.

#### **1705A.2.7 Special Inspection and tests of structural welding**

Relocated mid-section paragraph to bottom of section.

#### **1705A.2.9 Special inspection and tests of cold-formed steel light-frame construction**

Added a new section to ensure quality assurance is provided in accordance with AISI S240 during construction, similar to that provided in the AISC reference standard in Section 1705A.2.1 for structural steel.

#### **1705A.3.3 Batch plant inspection**

Added the DSA banner and minimum qualifications for batch plant inspectors to address transit-mixed concrete, shotcrete, grout and other cementitious mixtures required to be inspected in accordance with the California Administrative Code.

### **1705A.3.3.2 Batch plant inspection not required**

Added Item #5 to clarify that isolated exterior foundations supporting equipment are not exempt where deep foundations are used.

### **Table 1705A.5.3, Item 3.5**

Added pointer reference for special inspection requirements to ensure those occur in the proper sequence (i.e., inspection after cover installed, but before other coverings installed).

### **1705A.6 Soils**

Added a new section with additional exceptions to reduce unnecessary soils special inspections and tests for deep and shallow foundations based on conditions and design considerations listed in Section 1806A.2 and Table 1806A.2.

### **1705A.12.2 Cold-formed steel light-frame construction and 1705A.13.3 Cold-formed steel light-frame construction**

Added reference pointer to new Section 1705A.2.9 to ensure those requirements apply for windforce- and seismic force-resisting systems in cold-formed steel light-frame construction.

### **1705A.13 Special inspections for seismic resistance**

#### **1705A.13.1 Structural steel**

##### **1705A.13.1.1 Seismic force-resisting systems**

##### **1705A.13.1.2 Structural steel elements**

##### **1705A.14.1.1 Seismic force-resisting systems**

##### **1705A.14.1.2 Structural steel elements**

Amendments explicitly identify prohibited quality assurance aspects of certain sections in AISC 341 to align with similar prohibitions in Section 1705A.2.1. Added a pointer to applicable portions of Table 1705A.2.1. Amendments align with modifications and requirements in Section 1705A.2.1 (i.e., removal of reference to AISC 341/358) while ensuring the same Quality Assurance provisions apply.

## **Office of Statewide Health Planning and Development**

### **Table 1705A.2.1 Required special inspections and tests of steel construction**

Repealed Table 1705A.2.1 since OSHPD has a new Policy Intent Notice, PIN 77 that guides the user through the appropriate sections in model code.

### **1705A.14.3 Special seismic certification**

#### **1705A.14.3.1 [OSHPD 1 & 4]**

Amended Exception 1 to clarify that the requirement for equipment and components weighing not more than 75 lbs. (previously 50 lbs.) are to be rigidly attached to structures. Added editorial clarification to Exception 7.

### **1710A Off-site construction [OSHPD 1, & 4]**

Added requirements for off-site construction, including modular and panelized systems. For facilities utilizing International Code Council (ICC) Standard 1200,

provides minimum requirements in multiple facets of the off-site construction process including: planning, designing, fabricating, transporting, and assembling building elements.

## Chapter 18 – Soils and Foundations

### Office of Statewide Hospital Planning and Development

#### **1803.2 [Geotechnical] Investigations required**

Added OSHPD 1R and 5 banners to exceptions regarding geotechnical reports not being required for one-story, wood-frame and light-steel-frame buildings of Type V construction and 4,000 square feet (371 m<sup>2</sup>) or less in floor area, under certain seismic conditions

#### **1807.2 Retaining walls**

Deleted OSHPD banner and amendment regarding retaining walls.

#### **1807.2.5 Freestanding cantilever walls**

Deleted OSHPD banner and amendment regarding freestanding cantilever walls. ASCE 7 Section 15.6.8 requires ground supported walls and ASCE Section 15.6.1 requires earth-retaining structures to be designed as non-building structures.

#### **1810.3.9.4.2.1 [Deep foundations] Site Classes A through DE**

Repealed amendment to align with the model code provisions regarding performance of spirally reinforced piles being equivalent for concrete and grout.

## Chapter 18A – Soils and Foundations

### Division of the State Architect and

### Office of Statewide Health Planning and Development

#### **1803A.6 Geohazard reports**

Divided Exception #1 into Exceptions #1 and #2 for clarification of geohazard reports not being required for specific scopes of work in existing buildings and repairs for damage not caused by an earthquake. Added OSHPD 1 and 4 banners to this exception regarding incidental structural additions or alterations.

Repealed requirement to use Next Generation Attenuation West 2 relations in the development of site-specific ground motion hazards.

#### **1812A.5 Earth Retaining Shoring Construction**

Revised Item #8 for soldier pile construction to use of defined terms consistently and with clarity. Use of the term “lean concrete” has been confused with the term “plain concrete” that is prohibited by DSA and OSHPD. Terminology is aligned with the model code definition of “controlled low-strength material” or CLSM.

## **Division of the State Architect**

### **1810A.3.11.2 Seismic design categories D through F**

Added DSA banner and amendment to not permit the application of model code Item #1.3 to eliminate a potential conflict with foundation design loads required by an existing amendment in Section 1617A.1.15.

## **Office of Statewide Health Planning and Development**

### **1807A.2 Retaining walls**

Deleted amendment regarding freestanding cantilever walls which is covered in model code.

### **1807A.2.5 Freestanding cantilever walls**

Deleted amendment and OSHPD exception regarding freestanding cantilever walls.

## **Chapter 19 – Concrete**

## **Office of Statewide Health Planning and Development**

### **1901.3.4 Proof tests for post-installed anchors in concrete**

Reorganized for ease of use. Reduced proof test requirements for anchors used for distribution systems and repetitively used architectural components and made consistent with ASCE 41-23. Specified the ASTM standard for tension test procedures.

### **1903.2 Special inspections**

Deleted amendment since this section is deleted in model code. Requirements for special inspections and tests are addressed in Section 1901.6.

### **1903.3 (formerly 1903.4) Flat wall insulating concrete form (ICF) systems**

Relocated amendment to align with model code reorganization.

### **1903.5 Aggregates**

Repealed existing amendment related to alkali reactivity of aggregate as those amendments are incorporated in the body of ASTM C33.

### **1903.6 Limits on cementitious materials**

Repealed existing amendment since revision to ACI 318 and concrete strength requirements at stated ages or stages of construction in model code Section 1901.5 Item # 1 addressed the subject.

### **1905.5 Detailed plain concrete structural walls**

Relocated existing amendments to align with model code reorganization. Deleted reference to seismic design categories D, E & F.

### **1906 Detailed plain concrete structural walls**

Added an amendment to clarify that only plain concrete footings are prohibited by OSHPD in this section.

### **1908 Shotcrete**

The model code has repealed all shotcrete requirements in favor of those contained in the new version of the adopted material standard ACI 318-19. Added reference to ACI SPEC-560.2 to 1908.1 for clarity.

### **1910.3.4 ACI 318, Section 26.11.1.2. Item (e) (formerly 1908.3 Forms and ground wires for shotcrete)**

Relocated existing amendment to 1910.3.4 to coordinate with revised model codes.

## **Division of the State Architect**

### **1909.2.1 Aggregates**

Repealed existing amendment regarding alkali reactivity of aggregates.

### **1909.2.6 Proof tests for post-installed anchors in concrete**

Revised DSA-SS/CC to match revisions made to DSA-SS requirements in Section 1910A.5.

## **Chapter 19A – Concrete**

### **Division of the State Architect and Office of Statewide Hospital Planning and Development**

#### **1903A.5**

Repealed existing amendment regarding alkali reactivity of aggregates.

#### **1905A Seismic requirements**

As a result of changes to the model code, continuing amendments modifying American Concrete Institute (ACI) 318 formerly in this section have been relocated to Section 1909A.

#### **1908A Shotcrete**

Edited and reorganized to align with model code. No regulatory effect.

#### **1909A Modifications to ACI 318 (formerly Reserved)**

Moved existing amendments from 1905A to this section.

#### **1910A.5 Proof tests for post-installed anchors in concrete**

Reorganized to simplify and clarify test frequency requirements. Updated proof test requirements for anchors used for distributed systems or repetitively used architectural components. Specified ASTM E3121 for tension test procedures without the requirement for displacement measurements unless explicitly required. Reorganized testing frequency requirements to differentiate by structural and nonstructural applications.

#### **1911A.2 Existing concrete structures Crack repair by epoxy injection**

Revised specification to the American Concrete Institute (ACI) 548.15 from ACI 503.7.

## Office of Statewide Health Planning and Development

### **1903A.6 Limits on cementitious materials**

Repealed existing amendment since revision to ACI 318 and concrete strength requirements at stated ages or stages of construction in model code Section 1901.5 Item # 1 addressed the subject.

### **1910A.5 Proof tests for post-installed anchors in concrete**

Revised testing requirements for screw type anchors to make proof testing easier to implement.

## Chapter 21 – Masonry

### Office of Statewide Hospital Planning and Development

#### **2101.2.2 [Design methods] Prohibition [OSHPD 1R, 2 & 5]**

Added an amendment for structural systems with the prohibition for Items #9 and #10. Added #11 to clarify that limit design method is not permitted since it does not satisfy the ductility requirements of The Masonry Society (TMS) standard, TMS 402 Section 9.3.5.6, which is part of the basis for establishing seismic co-efficient for special reinforced masonry shear walls. Added #12 to clarify that Glass Fiber Reinforced Polymer (GFRP) reinforced masonry is not permitted since the associated seismic design requirements are not addressed in ASCE 7.

#### **2103.6 [Masonry construction materials] Specified compressive strength of masonry and grout [OSHPD 1R, 2 & 5] and referenced TMS 402 Table 4.3.1 – Specified Compressive Strength Requirements**

Added an amendment with a table. Existing strength limit in Sections 2105.2, 2107.7 and 2108.4 is consolidated into one section and the format is aligned with TMS 402 Table 4.3.1. Increased minimum specified design strength of concrete masonry from 1,500 psi to 2,000 psi for consistency with TMS 402 and ASTM C90.

#### **2104.2 Reinforced grouted masonry [OSHPD 1R, 2 & 5]**

Repealed amendment related to group pour heights to permit Self-Consolidating Grout (SCG) for construction of masonry since it is cheaper, requires less time for construction and provides better quality.

#### **2107.4 Reserved (formerly TMS 402 Section 8.3.7 Maximum bar size)**

Repealed limitation on maximum bar size as the clearance requirements in TMS are adequate to prevent larger bar diameters and made this amendment unnecessary.

#### **2107.6 Repealed (formerly TMS 402 Section 8.3.4.4 Walls)**

Repealed pointer for maximum tensile reinforcement ratio in walls as this requirement applies to both strength design and allowable stress.

### **2107.6 Masonry Compressive Strength**

Deleted existing amendments since new model code language addresses the minimum specified design strength of concrete masonry. Masonry compressive strength requirements are moved to CBC Section 2103.6.

### **2108.4 TMS 402 Section 9.1.9.1.1.**

Deleted existing amendments since new model code language addresses the minimum specified design strength of concrete masonry. Masonry compressive strength requirements are moved to CBC Section 2103.6.

## **California Energy Commission**

### **2109.2.4.8.2 Vapor permeance**

Added an amendment referring to Table 1202.3.1 to distinguish between climate zones identified in ICC model codes and climate zones that are identified in the California Energy Code.

## **Division of the State Architect**

### **2115 Additional requirements for community colleges [DSA-SS/CC]**

Reorganized section 2115 to align with Chapter 21A sections.

#### **2115.1.1 Prohibitions**

Edited structural amendments regarding prohibition of certain TMS 402/602 materials and methods.

#### **2115.2.3 Specified compressive strength of masonry and grout**

Reformatted existing amendment to align with the current TMS 402 formatting.

#### **2115.4.1 Mortar and grout tests. TMS 602, Article 1.4B Compressive Strength Determination**

Added amendment to eliminate testing of preblended mortars with specified documentation.

#### **2115.5.2 TMS 402, Section 7.3.2.5 (i)**

Amended TMS triggers requiring horizontal reinforcement terminating in hooks.

## **Chapter 21A – Masonry**

### **Division of the State Architect and**

### **Office of Statewide Hospital Planning and Development**

#### **2101A.1.3 Prohibition**

Edited structural amendments regarding prohibition of certain TMS 402/602 materials and methods.

### **2103A.6 [Masonry Construction Materials] Specified Compressive Strength of Masonry and Grout**

Consolidated the existing strength limits in Sections 2105A.2, 2107A.6 and 2108A.4 into one section and aligned the format with added TMS 402, Table 4.3.1.

### **2104A.1.3.7 Reserved**

Repealed existing amendment. Reference standard now incorporates specified language.

### **2105A.2 Compressive strength, $f'_m$**

Repealed amendment language related to strength of masonry that is now included in and addressed by CBC 2103A.6.

### **2105A.3 Mortar and grout tests. TMS 602, Article 1.4 B Compressive Strength Determination**

Updated ASTM reference for preblended mortar. Clarified testing requirements for pre-packaged mortars may be eliminated with specified documentation.

### **2105A.4 Masonry core testing**

Revised language to further clarify requirements for coring operations and reporting requirements of testing laboratories. Adds requirements from the design professional and the enforcement agency where additional coring will be performed.

### **2106A.1 Seismic design requirements for masonry**

#### **2106A.1.3 TMS 402, Section 7.3.2.5 (i)**

Added a new section that amends the TMS trigger requirements for horizontal reinforcement terminating in hooks to provide a more ductile design.

### **2107A.6 Masonry Compressive Strength**

#### **2108A.4 TMS 402 Section 9.1.9.1.1**

Consolidated previous existing amendments into new code section 2103A.6.

## **Office of Statewide Hospital Planning and Development**

### **2103A.6 [Masonry Construction Materials] Specified Compressive Strength of Masonry and Grout TMS Table 4.3.1 Specified Compressive Strength Requirements**

Increased minimum specified design strength of concrete masonry from 1,500 psi to 2,000 psi for consistency with TMS 402 and ASTM C90.

### **2107A.5 Allowable stress design TMS 402, Section 8.3.4.4**

Repealed pointer for maximum tensile reinforcement ratio in walls as this requirement applies to both strength design and allowable stress.

## **Division of the State Architect**

### **2104A.1.3.5 TMS 602, Article 3.5 C Grout pour height**

Amended language related to grout pours and grout lifts. Added amended Table 7 from TMS specifying requirements for grout space and grout pour height limits. Added footnotes 4 and 5 to Table 7. Deleted requirement for grout admixture.

## **Chapter 22 – Steel**

### **Office of Statewide Hospital Planning and Development**

#### **2201.5.1 Shear transfer at column base plate [OSHPD 1R, 2 & 5]**

Added a pointer to new shear lugs design provisions in ACI 318 Section 17.11 regarding anchor rods.

#### **2202.2.2 Structural steel elements**

Amended and added OSHPD banner to Item 2 to clarify that structural steel elements in seismic force resisting systems that are consistent with Seismic Design Category D, E or F in Section 2202.2.1.2 shall satisfy the requirements in AISC 341.

#### **2202.4 [formerly 2205.4] [OSHPD 1R, 2 & 5]**

##### **2202.4.1 Modifications to AISC 358 Chapter 10**

Modified the allowance to use steel and concrete ConXtech ConXL composite special moment frame. Repealed former Section 2205.4.1 2.1 Special and Intermediate Moment Frame Connection Types, Table 2-1 Prequalified Moment Connections modifications. All moment connections in AISC 358 are based on new tests since the Northridge earthquake. Welded and bolted moment connections are permitted with limited modifications.

##### **2202.4.2 Modifications to AISC 358 Chapter 11 Welded Moment Connection,**

##### **2202.4.3 Modifications to AISC 358 Chapter 11 Bolted Moment Connection**

Relocated and amended existing amendments to codify exceptions allowing the current practice of adjusting gap-to-side plate thickness ratio.

##### **2202.4.4 Modifications to AISC 358 Chapter 12**

Codified existing limitations for Simpson Strong-Tie (SST) Yield-Link Moment Connection in OSHPD Preapproved Prefabricated Components and Systems (PCS - 0002). Reference to AISC 341 Table D1.1 is intended to provide ductility consistent with AISC 341 requirements for moment frame beams with significant axial load.

##### **2202.4.5 Modifications to AISC 358 Chapter 15**

Codified existing limitations for DuraFuse Frames (DFF) Moment Connection in OSHPD Preapproved Prefabricated Components and Systems (PCS -0004) Reference to AISC 341 Table D1.1 is intended to provide ductility consistent with AISC 341 requirements for moment frame beams with significant axial load.

### **Section 2203 Structural stainless steel (formerly Section 2203 Protection of steel for structural purposes)**

Renamed model code section. No California amendments made to model code language.

#### **2204.1 General**

Repealed amendment regarding the modification requirements to AISI S100 Chapter J Connections and Joints, Section J7.2, as this section no longer exists in AISI S100.

#### **2204.2 Seismic design (formerly Section 2210.2 Seismic requirements for cold-formed steel structures)**

Relocated existing amendment from Section 2210.2 regarding cold-formed special bolted moment connection prohibited by Section 1617A.1.2 (referenced by Section 1601.15).

##### **2204.2.1 CFS special bolted moment frames**

Deleted model code section because Section 1617A.1.4 states that cold-formed steel bolted moment frames are prohibited, therefore the AISI standards do not apply.

##### **2204.2.2 Cold-formed steel seismic force-resisting systems**

Deleted model code section because California is assigned to Seismic Design Categories D, E, or F in accordance with 1613A.2, therefore requirements for systems in Seismic Design Categories A, B, or C do not apply.

### **Division of the State Architect**

#### **2215 Additional requirements for community colleges [DSA-SS/CC]**

##### **2215.1.1 (formerly 2212.1.1) Shear transfer at column**

Added pointer to new shear lugs design provisions in ACI 318 Section 17.11 to promote code compliance.

## **Chapter 22A – Steel**

### **Division of the State Architect**

#### **2201A.2 Identification**

Added DSA-SS banner and amended to clarify that all material identification and testing shall be in accordance with Chapter 17A.

#### **2202A.6 Modifications to AISC 358. [DSA-SS]**

##### **2202A.6.1 Modifications to AISC 358 Chapter 10**

Added new section and DSA banner to incorporate modifications to AISC 358 regarding Steel and concrete ConXtech ConXL composite special moment frame connections.

**Division of the State Architect and  
Office of Statewide Hospital Planning and Development**

**2201A.5.1 (formerly 2204A.4) Shear transfer at column**

Added pointer to new shear lugs design provisions in ACI 318 Section 17.11 to promote code compliance.

**2202A.2.1 Structural steel seismic force-resisting systems and composite structural steel and concrete seismic force-resisting systems**

Relocated existing exceptions from Section 2205A.1 to align with reorganized Chapter 22A.

**2202A.2.2 Structural steel elements**

Deleted reference to Seismic Design Categories B and C in accordance with Section 1613A.2. Aligned requirements with existing amendment in Section 2205A.2.1.2 requiring all lateral force resisting systems, including those listed in ASCE 7 Table 15.4-1, to be designed in accordance with AISC 341.



**2202A.5.1 Section B5**

Relocated existing amendment from 2205A.3.1. Reorganized code language and clarified as a modified exception to Section B5.2(a).

**2203A Structural stainless steel (formerly Section 2203A Protection of steel for structural purposes)**

Renamed model code section. No California amendments made to model code language.

**Office of Statewide Hospital Planning and Development**

**2202A.3 (formerly 2205A.4) Modifications to AISC 341**

Deleted existing Section 2205A.4.1. Deleted definition of inelastic rotation in the glossary section since it is no longer used in the code.

Deleted existing Sections 2205A.4.4, 2205A.4.5, 2205A.4.6, 2205A.4.7, 2205A.4.8, 2205A.4.9 and 2205A.4.10. Significant testing has been done to validate new ductility requirements in AISC 341, so these amendments are no longer necessary.

#### **2202A.4 (formerly 2205A.5) Modifications to AISC 358**

Deleted existing Section 2205A.5.1. Repealed prohibition on the use of bolted moment connections since many of these connections are already preapproved through our OSHPD Preapproved Prefabricated Components and Systems (PCS) program.

#### **2202A.4.2 Modifications to AISC 358 Chapter 11 Welded Moment Connection, 2202A.4.3 Modifications to AISC 358 Chapter 11 Bolted Moment Connection**

Relocated and amended existing amendments to codify exceptions allowing the current practice of adjusting gap-to-side plate thickness ratio.

#### **2202A.4.4 Modifications to AISC 358 Chapter 12**

Codified existing limitations for Simpson Strong-Tie (SST) Yield-Link Moment Connection in OSHPD Preapproved Prefabricated Components and Systems (PCS - 0002). Reference to AISC 341 Table D1.1 is intended to provide ductility consistent with AISC 341 requirements for moment frame beams with significant axial load.

#### **2202A.4.5 Modifications to AISC 358 Chapter 15**

Codified existing limitations for DuraFuse Frames (DFF) Moment Connection in OSHPD Preapproved Prefabricated Components and Systems (PCS -0004). Reference to AISC 341 Table D1.1 is intended to provide ductility consistent with AISC 341 requirements for moment frame beams with significant axial load.

#### **2204A (formerly 2210A) Cold Formed Steel**

##### **2204A.1 General**

Repealed amendment regarding the modification requirements to AISI S100 Chapter J Connections and Joints, Section J7.2, as this section no longer exists in AISI S100.

##### **2204A.2 Seismic design (formerly Section 2210A.2 Seismic requirements for cold-formed steel structures)**

This section is not adopted because the two following subsections are not adopted.

##### **2204A.2.1 CFS special bolted moment frames**

Deleted model code section because Section 1617A.1.4 states that cold-formed steel bolted moment frames are prohibited, therefore the AISI standards do not apply.

##### **2204A.2.2 Cold-formed steel seismic force-resisting systems**

Deleted model code section because California is assigned to Seismic Design Categories D, E, or F in accordance with 1613A.2, therefore requirements for systems in Seismic Design Categories A, B, or C do not apply.

## Chapter 23 – Wood

### Division of the State Architect

#### 2301.1.5 Prohibition

Repealed Cross Laminated Timber (CLT) prohibition in Item 9 since ASCE 7-22 has seismic coefficients incorporated into Table 12.2-1. Clarified that the prohibition by OSHPD in Item 9 is not adopted by DSA.

### Office of Statewide Hospital Planning and Development

#### 2308.2 Limitations

Added OSHPD 1R, 2, & 5 banners to applicable requirements in subsections 2308.2.1 through 2308.2.8.

## Chapter 25 – Gypsum Board, Gypsum Panel Products and Plaster

### Division of the State Architect and

### Office of Statewide Hospital Planning and Development

#### 2503.2 Additional requirements for inspection and testing

Amended language in Item 3 to clarify that enforcement agencies are permitted to require tests in accordance with Table 2506.2. No change to regulatory effect.

#### 2507.3 Lath attachment to horizontal wood supports

Added an option to Item 2 to secure overhead lath with a minimum No. 8 wood screw installed with a 1-inch diameter washer.

Repealed the exception to 2507.3 for OSHPD 2 Single-story Type V skilled nursing or intermediate care facilities utilizing wood-frame or light-steel-frame construction.

## Chapter 30 – Elevator and Conveying Systems

### State Fire Marshal

#### 3001.2 Elevator emergency communication systems

Added reference pointer to California Code of Regulations, Title 8, Elevator Safety Orders.

#### 3006.2 Elevator hoistway door protection required

Amended to specify the application of this section in any state institution or other state-owned or specified state-occupied building regulated by the Office of the State Fire Marshal. Renumbered the model condition regarding corridor walls to Item 9 (formerly Item 6).

#### 3006.3 Hoistway opening protection required

Amended Item 5 to point to California Code of Regulations, Title 8, Elevator Safety Orders. Updated Item 6 pointer to refer to Section 707.6.

## **Section 3009, Private Residence Elevators**

### **3009.1 General.**

### **3009.2 Hoistway enclosures.**

### **3009.3 Hoistway opening protection**

Amended to point to California Code of Regulations, Title 8, Elevator Safety Orders.

## **Chapter 31 – Special Construction**

### **State Fire Marshal**

#### **3103.1.2.1 Water-filled vessels**

Added to align with the California Fire Code (Part 9, Title 24).

#### **3104.2 Flame propagation performance testing and registration**

Amended title to replace “certification” with “registration.” Amended model code to remove reference to NFPA 701 Test 2 testing standard to align with Title 19 testing requirements.

#### **3111.3.5 Elevated photovoltaic (PV) support structures and subsections**

##### **3111.3.6.1 Fire separation distances**

Repealed California amendment and adopted model code language.

### **Division of the State Architect**

#### **3103 Temporary Structures**

##### **3103.1 General**

Added new amendment to clarify that school buildings as defined in Section 4-314 of the California Administrative Code (Part 1 of Title 24) are not permitted to be classified as public-occupancy temporary structures.

### **Office of Statewide Health Planning and Development**

#### **3114 Intermodal shipping containers**

Clarified applicability with the addition of [OSHPD 1, 1R, 2, 4 & 5] to indicate “not permitted by OSHPD.”

### **Building Standards Commission**

#### **3109 Swimming Pools, Spas and Hot Tubs**

##### **3109.1 General**

Amended to indicate that all swimming pools and spas shall meet the standards of the California Building Code and California laws, not the International Swimming Pool and Spa Code (ISPSC).

##### **3109.2 California swimming pool safety act**

Amended to include updated provisions in Health and Safety Code Sections 115921, 115922 and 115926.

## Chapter 35 – Referenced Standards

### **Division of the State Architect and Office of Statewide Hospital Planning and Development and State Fire Marshal**

Updated and amended various referenced standards promulgated by national and international testing services and organizations.

#### **Division of the State Architect**

**ANSI/AWC NDS—2024** – Added amendment to adopt the 2024 NDS Supplement.

**ASCE/SEI 7-22** – Added amendment to adopt Supplement 1.

**ASCE/SEI 41-23** –Adopted this reference standard in coordination with Part 10 – California Existing Building Code.

## CALIFORNIA RESIDENTIAL CODE – PART 2.5

### Chapter 1 – Scope and Administration

#### **State Fire Marshal**

##### **R102.8 Wildland-Urban Interface**

Added new section as a pointer to the new California Wildland-Urban Interface Code (CWUIC) which is applicable to houses built in wildland-urban interface areas.

##### **R105.2 Work exempt from permit**

Updated the pointer to the new CWUIC that is applicable even if the project is exempt from permits.



## Chapter 2 – Definitions

### Housing and Community Development

#### R202 Definitions

Amended multiple definitions to eliminate references to chapters of the IRC that are not adopted and not printed in the CRC.

### State Fire Marshal

#### R202 Definitions

Repealed multiple existing California definitions and adopted new model code definitions that contain the same language.

## Chapter 3 – Building Planning

Multiple sections and references in Chapter 3 were renumbered to align with significant numbering changes in the model code.

### State Fire Marshal

#### Multiple sections

Repealed multiple sections regarding Photovoltaic (PV) and Energy Storage Systems and adopted new model code sections that contain essentially the same language.

#### R337 Materials and construction methods for exterior wildfire exposure

Repealed all of Section R337 and replaced with a “Note” directing the code user to the new CWUIC.

## Chapter 44 – Referenced Standards

### State Fire Marshal

Updated editions of various referenced standards promulgated by NFPA.

## CALIFORNIA ELECTRICAL CODE – PART 3

### Article 89 – General Code Provisions

#### Building Standards Commission

##### 89.101.3.2 State-regulated buildings, structures, and applications

Amended to align the California Electrical Code with all other parts of Title 24.

## **Office of Statewide Hospital Planning and Development**

### **89.110 Department of Health Care Access and Information/Office of Statewide Hospital Planning and Development**

Added new/amended sections for OSHPD 6 to align requirements with statutory change in Health and Safety Code Section 1250.3.

## **Chapter 1 – General**

### **Office of Statewide Hospital Planning and Development**

#### **100 Definitions**

Moved all definitions from Article 517 to Article 100 to align with model code format.

## **Chapter 2 – Wiring and Protection**

### **Office of Statewide Hospital Planning and Development**

#### **220 Branch-circuit, feeder, and load calculations**

Amended to remove additional requirements for load calculations.

## **Chapter 4 – Equipment for General Use**

### **Housing and Community Development**

#### **406.12 Tamper-resistant receptacles**

Amended to exclude mobile homes and manufactured homes from the requirement for tamper-resistant receptacles.

## **Chapter 5 – Special Occupancies**

### **Office of Statewide Hospital Planning and Development**

#### **517.1(C) Electrical equipment schedules**

Amended to require documentation for special seismic certifications.

#### **517.4 Electric power sources, feeders and services**

Amended to list requirements for electrical power sources. An “Informational Note” was added to see Section 220.40 for sizing requirements for Electric Power Sources, Feeders and Services.

#### **517.18(B)(2) Receptacle requirements**

Repealed Exception #3, which stated hospital grade receptacles were not required in patient sleeping areas in nursing homes.

#### **517.29 Type 1 Essential Electrical Systems**

Amended (A.1) to include (Surgical Clinics only) to the existing OSHPD 3 banner.

#### **517.30(A.1) Two independent power sources**

Added new section with requirements for two independent power sources for OSHPD 1, 3 (surgical clinics only), 4 and 5.

**517.30(B.1) Power sources for the EES**

Repealed the requirements for power sources for the ESS.

**517.30(B)(3) Battery systems**

Repealed the requirements for a connection for a portable diesel generator.

**517.30(B)(4) Health care microgrid**

Repealed amendment and adopted the model code language.

**517.30(B)(5) Health care microgrid**

Amended to include requirements for meeting the installation and commissioning requirements in NFPA 99.

**517.30(D) Temporary source of power for maintenance or repair of the alternate source of power**

Added new section with requirements for temporary source of power for maintenance or repair of the alternate source of power.

**517.31(D.1) Requirements for the Essential Electrical System**

Repealed the requirement for the EES to have the capacity and rating to meet the maximum actual demand likely to be produced by the connected load.

**517.31(E) Receptacle identification**

Repealed amendment and adopted model code language.

**517.31(H) On-site energy storage systems and fuel supply**

Added new section containing requirements for on-site energy storage systems and fuel supply for OSHPD 1, 4 & 5.

**517.31(H)(1)**

Added new section containing requirements for on-site resources to support not less than 24 hours full-demand operation for correctional treatment centers, and sources to support not less than 72 hours full-demand operation for acute care hospitals.

**517.31(H)(2)**

Added new section containing requirements for Emergency Power Supply Systems for correctional treatment centers and acute psychiatric hospitals.

**517.41(A.1) Two independent power sources**

Added new section containing requirements for two independent power sources for OSHPD 2, 4 & 5.

**517.41(B.1) Power sources for the EES**

Repealed the requirements for power sources for the EES for OSHPD 2, 4 & 5.

**517.41(B)(1) through (B)(4) Fuel cell systems**

Repealed the list of approved power sources.

**517.41(D) Power sources for the EES**

Added new section which lists the approved power sources for the EES for OSHPD 2, 4 & 5.

**517.41(E) Permanent connection(s) points for EES maintenance and repairs**

Added new section containing requirements for permanent connection points for EES maintenance and repair.

**517.42 Essential Electrical Systems for nursing homes and limited care facilities**

**517.42(E) Receptacle identification**

Repealed the amendment and adopted model code language.

**517.42(G) On-site energy storage systems and fuel supply**

Added new section containing requirements for on-site energy storage systems and fuel supply for OSHPD 2, 4 & 5.

**517.42(G)(1)**

Added new section containing requirements for on-site resources to be available at all times to support not less than 6 hours at full output of the EPSS for OSHPD 2, 4 and 5.

**517.42(G)(2)**

Added new section containing requirements for an alternate source of power for equipment required to maintain safe temperatures, life-saving equipment and oxygen generating devices for OSHPD 2.

**517.44(3.1) Optional connections to equipment branch**

Repealed the requirements for optional connections to the equipment branch.

**517.45 Essential Electrical Systems for other health care facilities**

Repealed the existing language in (E.1) and replaced it with the existing language from (G). Existing Section (H) became (G).

Added new Section (H) which requires not less than 4 hours at full output for the EPSS for OSHPD 3 (Surgical Clinics only).

**State Fire Marshal**

**517.31 Requirements for the Essential Electrical System**

Co-adopted new sections (H), (H)(1) and (H)(2) in coordination with OSHPD (see above).

**517.42 Essential Electrical Systems for nursing homes and limited care facilities**

Co-adopted new sections (G), (G)(1) and (G)(2) in coordination with OSHPD.

**517.45 Essential Electrical Systems for other health care facilities**

Co-adopted new section (H) in coordination with OSHPD.

## Chapter 7 – Special Conditions

### Office of Statewide Hospital Planning and Development

#### 700.12 General Requirements

Repealed the exception in section (C) for battery systems for OSHPD 1, 2, 3, 4 & 5.

Repealed all the exceptions in section (D)(2) for OSHPD 1, 2, 3, 4 & 5 in coordination with SFM.

Repealed the exception in section (G) for OSHPD 1, 2, 3, 4 & 5.

### State Fire Marshal

#### 700.12 General Requirements

Repealed all the exceptions in section (D)(2) in coordination with OSHPD.

## CALIFORNIA MECHANICAL CODE – PART 4

### Chapter 1 – Administration

#### Office of Statewide Hospital Planning and Development

Amended multiple subsections to reflect the new department name: Department of Health Care Access and Information/Office of Statewide Hospital Planning and Development.

#### 1.10.6 OSHPD 6

Added new banner designation “OSHPD 6” for a chemical dependency recovery hospital not within an acute care hospital building.

### Chapter 2 – Definitions

#### Office of Statewide Hospital Planning and Development

##### Air, Relief

Removed OSHPD 1R from the banner.

##### Air terminal device

Added new definition for any device (e.g., grille, register, diffuser) placed in an opening to a room, through which controlled air enters or leaves. Component of the air-distribution system which has the purpose of achieving the predetermined movement of air into or from a treated space. Applies to OSHPD 1, 2, 3, 4 and 5.

##### Building Code, Enforcing Agency, Health Facilities

Added OSHPD 6 to existing definitions.

## **State Fire Marshal**

### **Refrigerant, Refrigerant Concentration Limit (RCL) and Refrigerant Safety Classifications**

Repealed California amendments (early adoption of definitions) and adopted model code definitions.

## **Chapter 3 – General Regulations**

### **Office of Statewide Hospital Planning and Development**

#### **321.0 Essential mechanical provisions**

Removed OSHPD 1R from the banner

#### **321.3 Cooling equipment**

Added new section regarding cooling equipment to maintain temperature and humidity listed in Table 4-A within certain operating rooms and other spaces as identified in the functional program.

#### **321.6 Control components**

Added to existing amendment, “fire and smoke dampers” under all control components and control systems to have essential electrical power.

#### **322.0 Sensitive areas or rooms**

Removed OSHPD 1R from the banner. Added new items and reformatted the list of sensitive areas or rooms.

## **State Fire Marshal**

### **307.3, 307.4**

Repealed California amendments (early adoption of refrigerant designation) and adopted model code text.

## **Chapter 4 – Ventilation Air**

### **Division of the State Architect**

Repealed “DSA-SS/CC” banners throughout the code. Community colleges are required to comply with all DSA adopted regulations under the authority of the Field Act, Education Code Section 81052. Alternatively, community colleges may comply with alternative structural safety provisions promulgated and adopted pursuant to the authority granted by Education Code Section 81053. These alternative standards are adopted and identified by the DSA-SS/CC banner.

The authority granted to DSA specifically for the adoption of alternative buildings standards for community colleges related to structural safety should only be used or referenced when promulgating an alternative standard pursuant to Education Code Section 81053. All other regulations related to the construction of community colleges are adopted and identified by the “DSA-SS” banner under the authority of Education Code Section 81052.

## Office of Statewide Hospital Planning and Development

Relocated previous section numbers to new section numbers, as follows:

407.4.1.6 to 407.4.1.2	407.4.1.5 to 407.4.4
407.4.1.1 to 407.4.1.3	407.4.1.7 to 407.4.5
407.4.1.2 to 407.4.1.7	420.0 to 407.4.1.1
407.4.1.3 to 407.4.2	408.3.4 to 408.3.2
407.4.1.4 to 407.4.3	

### Table 4-A

Repealed the 2022 version of Table 4-A and footnotes, and adopted the ASHRAE 170-2021 Table 7-1, as amended, and added table footnotes from ASHRAE 170-2021 Table 7-1 into Table 4-A.

### Table 4-B

Amended Column 3 of the table to change the heading to “A.T.D.” and MERV filters to HEPA filters. Added new Footnote #3, renumbered remaining footnotes, and revised Footnotes #4 and #5 regarding HEPA filter location.

### 402.1 Occupiable spaces

Removed OSHPD 1R from the banner. Relocated a portion of the amendment in Section 402.1.2 to this section. The change combines amendments into one paragraph as they both relate to the same ventilation requirements for healthcare buildings.

#### 402.1.2 Ventilation in health care facilities

Added to existing amendment requirement for ventilation for health care facilities to be designed and installed in accordance with the code, Table 4-A and amended list of ASHRAE 170 items.

### 406.0 Evaporative cooling system for health care facilities

Removed OSHPD 1R from the banner. Removed food preparation area from the text.

## Section 407.0 Ventilation system details

### 407.1.1 Air systems

Changed Exception Item 2 to allow unoccupied turndown to be permitted in accordance with Section 407.7 Unoccupied turndown. Repealed all other subitems.

Relocated previous language in Exception 2 for unoccupied mode to new Section 407.7. Added a column to Table 4-A to identify which spaces are permitted to use unoccupied turndown to match the 2021 ASHRAE 170. Revised OSHPD amendments to coordinate with the national standard.

#### **407.2.2.1 Hazardous exhaust outlets**

Add new section clarifying that hazardous exhaust outlets from airborne infection isolation rooms and other hazardous rooms shall have a laboratory chemical fume hood with added discharge requirements.

#### **407.3.1 Air balance**

Added language to clarify the pressurization requirement is to be met per Table 4-A.

#### **407.4 Air circulation**

##### **407.4.1.3**

Amended to clarify air supplied to operating rooms and similar spaces shall be delivered by a primary supply diffuser array in accordance with ASHRAE 170.7.4.1.

##### **407.4.1.4, 407.4.1.5, 407.4.1.6**

Added new sections to provide requirements for the location of supply registers and return/exhaust inlets, and air supply requirements including low level inlets.

##### **407.4.2**

Revised to match CBC Section 1020.6 for air movement in corridors. Amended Exception 1 to state that use of corridors as a source of makeup air for exhaust systems is permitted where allowed by the CBC.

##### **407.4.5 Recirculating room units**

Revised to clarify requirements for recirculating room units which shall be permitted to provide a portion of total air changes in excess of minimum outside air changes where indicated in Table 4-A.

###### **407.4.5(3)**

Amended to provide for use of a MERV 8 or manufacturer's recommended (OSHPD 2) filter upstream of any surface that is designed to condense water.

###### **407.4.5(4)**

Added new section to allow coils designed not to condense water shall maintain surfaces above the dew point temperature.

##### **407.4.5.1 Recirculating room units for unoccupied spaces**

Added new section regarding filtration for unoccupied spaces not directly connected to a patient care area.

#### **407.5 Variable air volume**

##### **407.5.1.4**

Added new section for sensitive spaces or rooms to be provided with controls on the return or exhaust duct system to maintain constant flows.

##### **407.5.1.5**

Added new section to provide return air controls for each system, floor, or area with similar conditions.

## **407.7 Unoccupied turndown**

### **407.7.1**

Relocated Exception 2 into this new section and split the paragraph into four subsections to identify the conditions that allow the number of air changes permitted to be reduced.

## **407.8 Building pressurization**

### **407.8.1**

Added a new section to align with AHSRAE 170 regarding building pressurization to ensure a building does not fall under negative pressure causing nonfiltered air to be brought into the building.

### **408.1.5 and 408.1.6**

Amended to align with the minimum requirement in ASHRAE 170 regarding HEPA filtration for high-risk operating rooms and protective environment rooms. Revised Table 4-B to align with this requirement. Repealed previous amendment, but this does not prevent a designer from voluntarily installing additional filtration in the air handler.

### **408.1.7**

Added a new section specific to HEPA filtration to note the requirement in Table 4-B for HEPA filtration to be installed at the terminal device outlet.

## **408.2 Filters for hospitals**

### **408.2.2, 408.2.3, 408.2.4**

Repealed these sections since the requirements have been fully incorporated into Section 407.4.5, Recirculating Room Units.

## **408.3 Filters for skilled nursing facilities, intermediate care facilities, and correctional treatment centers**

### **408.3.2, 408.3.3, 408.3.4**

Repealed Sections 408.3.2 and 408.3.3 since the requirements have been fully incorporated into Section 407.4.5 Recirculating Room Units. Section 408.3.4 was renumbered to 408.3.2.

## **408.4 Filters for outpatient facilities**

### **408.4.1**

Revised to clarify that the air ventilation systems for outpatient facilities shall have filter bank efficiencies as listed in Table 4-B.

### **408.4.2**

Moved the filtration requirement for recirculating room units to Section 407.4.5. Repealed the OSHPD amendment for 408.4.2.

## **408.5 Filters for recirculating room units**

### **408.5.1**

Added a new section pointing to Section 407.4.5 for filtration of recirculating room units. Added additional language to confirm that the full filtration required per Table 4-B is needed when Table 4-A is marked “No” for recirculating room units.

## **409 Ducts**

### **409.3, 409.4**

Repealed amendment. Insulation of ducts is covered in Section 605 and the amendment in 409.3 is a duplicate of the amendment in Section 605.1. Section 409.4 is renumbered to 409.3.

## **414.0 Airborne infection isolation rooms**

### **414.1 Exhaust systems**

Amended the seven-foot discharge height for airborne infection isolation exhaust to 10 feet. The national standard requires a minimum 10 feet exhaust height.

## **417.0 Testing and balancing airborne infection isolation rooms and protective environment rooms**

Modified this section to include air balance testing which shall include a pressure test at all doors serving the isolation, protective environment and ante rooms to provide directional pressure relationships.

## **Chapter 6 – Duct systems**

### **Office of Statewide Hospital Planning and Development**

#### **603.4 Flexible air ducts**

##### **603.4.1.1 Flexible ducts**

Added a sentence to clarify that a flexible duct is not permitted when fire and/or smoke dampers are omitted in corridor construction per CBC Section 717.5.4. The CBC exception also requires the duct work to be constructed of steel of not less than a 0.019-inch thickness.

#### **605.0 Insulation of ducts**

##### **605.2**

Added room types that are considered sensitive areas and not permitted to have acoustical lining materials: Class 3 imaging, hybrid operating rooms and protective environment rooms. Added pointer to ASHRAE 170, Section 6.9 for duct lining for nonsensitive areas or rooms.

##### **605.3**

Amended to repeal the MERV 17 filter rating. A MERV 17 filter rating is not equivalent to a HEPA filter. Coordinated with the change in Table 4-B that defines the minimum requirements for a HEPA filter.

## Chapter 11 – Refrigeration

### Office of Statewide Hospital Planning and Development

#### Table 1104.1 Permissible refrigeration systems

Repealed the I-2.1 occupancy from occupancy group in Table 1104.1 for Permissible Refrigeration Systems.

### State Fire Marshal

Repealed requirements throughout Chapter 11 for A2L refrigerants that were early adopted as California amendments in the 2022 Supplements. Adopted model code.

The industry's efforts to address lower Global Warming Potential (GWP) refrigerants led to the development of lower flammability refrigerants—A2Ls. Chapter 11 includes these lower flammability refrigerants in Table 1102.3 and contains specific A2L and B2L provisions to address the precautions necessary to properly use these products.

## Chapter 12 – Hydronics

### California Energy Commission

#### 1217.10.1 California Energy Code Pipe Insulation Requirements

Updated pointers for pipe insulation requirements within the California Energy Code (Part 6 of Title 24) for Tables 120.3-A-1 and 120.3-A-2.

## Chapter 18 – Referenced Standards

### State Fire Marshal

Updated the publication year for many existing referenced standards.

### Office of Statewide Hospital Planning and Development

Added new reference standard for IEST RP-CC001.7 that defines the minimum requirements for HEPA and ULPA filters.

## CALIFORNIA PLUMBING CODE – PART 5

### Chapter 1 – Administration

#### Office of Statewide Hospital Planning and Development

Amended multiple subsections to reflect the new department name: Department of Health Care Access and Information/Office of Statewide Hospital Planning and Development.

#### 1.10.6 OSHPD 6

Added new banner designation “OSHPD 6” for a chemical dependency recovery hospital not within an acute care hospital building.

## Chapter 2 – Definitions

### Office of Statewide Hospital Planning and Development

Amended existing definitions.

#### Handwashing fixture

Added that the flow rate for a non-aerating laminar flow device shall not be less than 1 gallon per minute.

#### Scrub sink

Added requirements for controls to not involve contact with the upper extremities. Single-lever wrist blades shall not be permitted except for the temperature pre-set valve.

## Chapter 4 – Plumbing Fixtures and Fixture Fittings

### Division of the State Architect

Repealed “DSA-SS/CC” banners throughout the code. Community colleges are required to comply with all DSA adopted regulations under the authority of the Field Act, Education Code Section 81052. Alternatively, community colleges may comply with alternative structural safety provisions promulgated and adopted pursuant to the authority granted by Education Code Section 81053. These alternative standards are adopted and identified by the DSA-SS/CC banner.

The authority granted to DSA specifically for the adoption of alternative building standards for community colleges related to structural safety should only be used or referenced when promulgating an alternative standard pursuant to Education Code Section 81053. All other regulations related to the construction of community colleges are adopted and identified by the “DSA-SS” banner under the authority of Education Code Section 81052.



## **Building Standards Commission, Division of the State Architect and Department of Housing and Community Development**

### **408.3 Water consumption**

Amended to align with appliance efficiency regulations adopted by the California Energy Commission in Title 20 and showerhead requirements in CALGreen.

### **420.3.1 Pre-rinse spray valves**

Repealed existing California amendment and adopted model code.

## **Building Standards Commission and Division of the State Architect**

### **422.1.1 Fixture calculations and 422.2 Separate facilities**

Repealed existing California amendment and adopted model code regarding all-gender multi-user restroom fixtures. Added a BSC amendment to indicate that separate private areas for urinals and water closets located in a privacy compartment shall comply with sections 422.6 and 422.7 of the California Plumbing Code.

### **422.6 Water closet compartment and 422.7 Urinal partitions**

Added an exception referring to IAPMO's Z124.10 Type A Security for state buildings, University of California and California State University buildings, public elementary and secondary schools, community college buildings, and state-owned or state-leased essential services buildings.

## **Office of Statewide Hospital Planning and Development**

### **422.3.1 Fixture requirements for special occupancy**

Added a second exception that separate toilet facilities for patients, staff, and visitors in public visitor waiting areas with an occupant load of 10 or less shall be permitted for use by both sexes.

## **Chapter 6 –Water Supply and Distribution**

## **Office of Statewide Hospital Planning and Development**

### **604.0 Materials**

#### **604.1 Pipe, tube, and fittings**

Added Exception for OSHPD 1, 2, 3, 4 & 5 regarding the use of CPVC which is not permitted for potable water.

### **609.0 Installation, testing, unions, and location**

#### **609.10 Disinfection of potable water system**

Added new Item 5 for OSHPD 1, 2, 3, 4 & 5 to the disinfection requirements for the timing of the disinfection procedures relative to the occupancy of a building to align with ASHRAE 188.

## **613.0 Domestic hot-water distribution systems for health facilities and clinics**

### **Table 613.1 Hot water use**

Updated Note #1 regarding rinse water temperature at warewashers or potsinks to align with the California Retail Food Code, Title 22, and Facility Guidelines Institute (FGI) guidelines. Added new Note #3 requiring dietary hot water temperatures to meet minimum temperature requirements at the point of use.

### **613.2 Storage**

Added to existing amendment for water heaters and hot-water storage tanks. Storage water heaters and hot water tank storage are to be maintained at 140 degrees Fahrenheit or above.

### **613.6 Recirculation**

Added to existing amendment for hot water recirculation to coordinate with FGI and to require the hot water recirculation piping to return the recirculation loop back through the hot water source. The non-recirculated fixture branch piping shall not exceed 10 feet.

### **613.9 Flushing**

Added new section for hot water distribution to add test ports and valved openings for flushing of portions of the system in accordance with the facilities water management program defined in Appendix N.

## **614.0 Dialysis water-distribution systems**

### **614.1 and 614.7 Piping materials**

Added to an existing amendment for the piping materials allowed in dialysis feedlines to include CPVC to coordinate with AAMI standard RD 62.

## **616.0 Emergency water supply**

### **616.1 Emergency water supply**

Added SPC 4D rating to list of ratings to support 72 hours of continuing operation of on-site water supply in the event of an emergency.

### **616.3 Water disinfection**

Added new section regarding storage tank connections and circulation to limit water stagnation and temperature stratification.

## **Chapter 7 – Sanitary Drainage**

### **Office of Statewide Hospital Planning and Development**

#### **727.1 Emergency sanitary drainage**

Added SPC 4D rating to list of ratings to support 72 hours of continuing operation of onsite holding tanks to store sewage and liquid waste sufficient to operate essential hospital utilities and equipment in the event of an emergency.

## Chapter 15 – Alternate Water Sources for Nonpotable Applications

### Building Standards Commission and Department of Housing and Community Development

#### 1506.10.2 Minimum water quality

Added IAPMO IGC 324 as an applicable standard for water quality for on-site treated nonpotable gray water when there are no local water quality requirements.

### Department of Water Resources

#### 1505.1 General

Amended to refer to the new “State Water Resources Control Board’s Cross-Connection Control Policy Handbook” along with existing reference to California Code of Regulations (CCR) Titles 22 and 23. Deleted Title 17 from referenced CCR titles in this section.

#### 1505.4 Connections to potable or recycled water supply systems

Amended Exception #4 to clarify the source of regulatory information for recycled water application and uses shall be the new “State Water Resources Control Board’s Cross-Connection Control Policy Handbook” which replaces Title 17 provisions.

## Chapter 16 – Nonpotable Rainwater Catchment Systems

### Building Standards Commission and Department of Housing and Community Development

#### 1603.20 Rainwater diversion valves

Amended to remove reference to IAPMO PS 59 and IAPMO IGC 352 standards to allow use of other available approved diverter valves.

## Chapter 17 – Referenced Standards

### Office of Statewide Hospital Planning and Development and State Fire Marshal

Updated existing referenced standards to the latest edition and added two new referenced standards:

**ANSI/AAMI/ISO 23500-2** – Preparation and Quality Management of Fluids for Haemodialysis and Related Therapies – Part 2: Water Treatment Equipment for Haemodialysis Applications.

**ANSI/AAMI/ISO 23500-3** – Preparation and Quality Management of Fluids for Haemodialysis and Related Therapies – Part 3: Water for Haemodialysis and Related Therapies

## CALIFORNIA ENERGY CODE – PART 6

Please visit the [California Energy Commission’s website](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview) for Part 6 updates.

[energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/online-resource-center/overview)

## CALIFORNIA WILDLAND-URBAN INTERFACE CODE – PART 7

### Overview

The new California Wildland-Urban Interface Code (CWUIC), based on the International Wildland-Urban Interface Code, was created by relocating chapters, sections and language from several parts of Title 24, including the California Building Code (Chapter 7A), California Residential Code (Section R337) and the California Fire Code (Chapter 49). Additionally, it incorporates other provisions from Title 24 (not relocated), and sections from Title 14 (Natural Resources) and Title 19 (Public Safety) of the California Code of regulations, and sections from the Government Code, the Health and Safety Code, and Public Resources Code.

Section H107, Cross Reference Tool, was added to Appendix H of the CWUIC. It lists each section of the code and identifies the source document and section for each provision.

**SECTION H107—CROSS REFERENCE TOOL**

*The following matrix identifies each section in the California Wildland-Urban Interface Code and identifies the source document and section for the provisions. Some sections in this code are derived from more than one source and the language has been editorially massaged to coalesce and correlate with the other provisions in this code.*

2025 CWUIC		Adopted Yes/No	IWUIC Section	CBC Section	CFC Section	Title 14, Division 1.5 Section	Title 19, Division 1 Section	Gov Code Section	PRC Section	HSC Section
Section	Title									
<b>Chapter 2</b>	<b>Definitions</b>									
	Fire hazard severity zones	Y		702A	4902.1			2201		
	Fire protection plan	Y		702A	4902.1					
	Fire weather	Y								
	Fire-resistance-rated construction	Y								
	Fire-smart vegetation	Y			4902.1	1271.01				
	Flame spread index	Y								
	Fuel	Y								4291(a)(1)(A)
	Fuel break (T14)	Y				1270.01(n)				

As part of the effort to consolidate language from the multiple areas of law and regulations, a reasonable amount of “clean-up” was made before codifying the language into the CWUIC. This consisted of clarifying intent, correcting minor errors from previous code cycles, and reorganizing sections to align with model code.

## **Chapter 1 – Scope and Administration**

This chapter contains administrative provisions. Consistent with other parts of Title 24, it consists of two divisions: Division I details the state agencies' administrative provisions and Division II contains model code sections with amendments incorporated from the California Building Code (CBC), California Fire Code (CFC), and California Residential Code (CRC). The sections in Division I have been incorporated from the California Building Code (Part 2), the California Fire Code (Part 9) and Title 14.

## **Chapter 2 – Definitions**

Definitions in this chapter are an aggregate collection of terms used in the laws and regulations referenced above.

## **Chapter 3 – Wildland-Urban Interface Areas**

Language in Chapter 3 has been migrated from the California Fire Code and also incorporates provisions from the Public Resources Code and the Government Code to provide the framework for defining and designating wildland-urban interface areas within the state.

## **Chapter 4 – Wildland-Urban Interface Areas Requirements**

Chapter 4 provides the access, water supply, and fire protection plan requirements that apply to all occupancies in the wildland-urban interface based on designated fire hazard severity zones. Amendments delete and/or replace model code language where it conflicts with existing California laws and regulations, and incorporate sections from the CFC as well as requirements found in Title 14 and Title 19.

## **Chapter 5 – Special Building Construction Regulations**

Chapter 5 contains regulations that establish minimum standards for the location, design and construction of buildings and structures within designated fire hazard severity zones or WUI areas. Amendments delete and/or replace model code language where it conflicts with existing California laws and regulations, and incorporate provisions from the Health and Safety Code. All of the regulations from Chapter 7A in the CBC and Section R337 in the CRC have been relocated into Chapter 5.

## **Chapter 6 – Fire Protection Requirements**

Chapter 6 contains additional requirements for development and construction in Local Responsibility Areas (LRA) and areas designated as State Responsibility Areas (SRA). Amendments delete and/or replace model code language where it conflicts with existing California laws and regulations, relocate provisions from CFC Chapter 49, and incorporate provisions found in Title 14 and Title 19 for the code user's

convenience. The chapter includes requirements for the establishment and maintenance of defensible space and other mitigation strategies to reduce the hazards of fire originating within a structure spreading to wildland, and fire originating in wildland spreading to structures.

## **Chapter 7 – Referenced Standards**

Chapter 7 contains referenced standards of the 2024 IWUIC and is amended to incorporate all relevant standards referenced in various sections of the CWUIC.

## **Appendix A – General Requirements**

Appendix A, while not adopted by SFM, can be enforced by a local jurisdiction when specifically included in its adopting ordinance. This appendix provides fire protection measures supplemental to those found in Chapter 6 to reduce the threat of wildfire in a wildland-urban interface area and improve the capability for controlling such fires.

## **Appendix B – Vegetation Management Plan**

Appendix B, while not adopted by SFM, can be enforced by a local jurisdiction when specifically included in its adopting ordinance. This appendix provides criteria for submitting vegetation management plans, specifying their content, and establishing a criterion for considering vegetation management as a fuel modification.

## **Appendix C – Community Wildland-Urban Interface (WUI) Fire Hazard Evaluation Framework**

Deleted 2024 IWUIC Appendix C – Fire Hazard Severity Form and replaced it with Appendix C – Community Wildland-Urban Interface (WUI) Fire Hazard Evaluation Framework that is printed, but not adopted by SFM, in the 2025 CWUIC. This framework is provided for information purposes (not intended for adoption) and can be used as a guideline for firesafe councils and others. This appendix contains the same language as Appendix P of the 2022 CFC (renumbered to Appendix Q in 2025 CFC).

## **Appendix D – Model Ordinance for Fire Hazard Severity Zone Adoption**

Deleted 2024 IWUIC Appendix D – Fire Danger Rating System and replaced it with Appendix D – Model Ordinance for Fire Hazard Severity Zone Adoption. This appendix is a sample ordinance for a city, county, city and county, or fire district to use to establish and designate fire hazard severity zones within their jurisdiction.

## **Appendix E – [Reserved]**

Deleted 2024 IWUIC Appendix E – Findings of Fact, and reserved Appendix E for future use.

## **Appendix F – Characteristics of Fire Smart Vegetation**

Appendix F is informational and provided for the convenience of the code user. It contains a list of the eight characteristics of fire-smart vegetation that can be used effectively within wildland-urban interface areas to reduce the likelihood of fire spread through vegetation.

## **Appendix G – Voluntary Home Hardening Recommendations**

Deleted 2024 IWUIC Appendix G – Self-Defense Mechanism and replaced it with Appendix G – Voluntary Home Hardening Recommendations. Appendix G provides nonmandatory home hardening recommendations for existing structures to protect them from wildfire. It also provides correlation and consistency with California Department of Forestry and Fire Protection (CalFire) home hardening guidelines.

## **Appendix H – Referenced California Documents**

Deleted IWUIC Appendix H – Wildland-Urban Interface Code Flowchart and replaced it with Appendix H – Referenced California Documents to provide excerpts of statutes and regulations that are the sources for California amendments in the 2025 CWUIC. This includes reprinting certain sections from California laws: Civil Code, Government Code, Public Resources Code, Health and Safety Code, and California Code of Regulations Titles 14 and 19.

## **Appendix I – Board of Appeals**

Appendix I, while not adopted by SFM, can be enforced by a local jurisdiction when specifically included in its adopting ordinance or legislation. It provides guidelines for establishing a board of appeals to hear applications for modifications of requirements in the CWUIC.

## **CALIFORNIA FIRE CODE – PART 9**

All amendments and additions in this part are proposed by the Office of the State Fire Marshal.

### **Chapter 1 – Scope and Administration**

#### **1.11.2.4 Request for alternate means of protection**

Updated the reference pointer to California Code of Regulations (CCR) Title 19 due to program changes in the requirements of Risk Management Plans and the handling of hazardous materials under the oversight of CalEPA (AB 148, Stats. 2021). These programs were previously in CCR Title 19, Division 2 (CalOES), but are now located in Title 19, Division 5 (CalEPA), and have been effective as of March 6, 2024.

#### **1.11.4.4 Fire clearance pre-inspection**

Corrected the reference pointer that delegates authority from the State Fire Marshal to the local fire prevention enforcement authority, which is governed by Health and Safety Code Sections 13145 and 13146.

#### **102.13 Wildland-Urban Interface**

Added a new section providing reference to the newly adopted California Wildland-Urban Interface Code (CWUIC), Part 7 of Title 24. As a result of the creation of the CWUIC, Chapter 49 is deleted from the California Fire Code (CFC). Other changes affect provisions and references in CFC Chapters 2 and 3, and Appendix P, as well as chapters in the California Building Code and California Residential Code (Parts 2 and 2.5 of Title 24).

#### **105.5.14 Energy Storage Systems**

Provided exceptions to requirements for an operational permit for stationary and mobile ESS for detached one- and two-family dwellings and townhouses, other than Group R-4.

## **Chapter 2 – Definitions**

### **Definitions related to battery types**

Amended model code definitions and added several new battery type definitions to correlate with current International Fire Code and NFPA 855 technology requirements. The intent is to increase understanding of the application of code requirements to new technologies with no associated increases in technical requirements.

### **203 Occupancy classification and use**

Occupancy classification definitions have been relocated from Section 202 into new Section 203 in 2024 IFC, so existing 2022 amendments to these definitions have been relocated also.

#### **203.4.2 Group E, child-care facilities**

##### **203.7.4.1 Classification as Group E**

Amended the exception to Group E child-care facilities and added language with special provisions to include those occupancies providing care for 6-100 children under 36 months of age, allowing them to operate when in compliance with special requirements.

## **Chapter 3 – General Requirements**

### **320 Battery storage**

#### **320.1 General**

Replaced existing amendments in 2022 CFC Section 322 with new 2024 IFC Section 320 which has been amended in 2025 CFC to address all battery storage regardless of the battery type. Added Exemption 6 to clarify it is not the intent of this

section to regulate miscellaneous small consumer-size batteries in equipment (radios, power tools, etc.), or batteries staged or charging as commonly found in maintenance areas, fire stations, contractor shops, etc.

### **Sections 320.1.1 through 320.1.2**

Added new sections to address storage of lithium-ion, lithium metal, and other battery types.

#### **320.4.1.1 Unused or unwanted battery collection**

Revised to clarify batteries placed loose into open-top containers is for collection of used or unwanted batteries from the public or a building's employees (NFPA 855).

#### **320.4.1.2 Waste storage**

Added a common practice provision for limited storage (DOT regulations) to require batteries be placed in bags to prevent short-circuiting and space between filled with vermiculite. The quantity is still limited to 15 cf.

#### **320.4.1.3 Miscellaneous storage**

Added new section to clarify that other storage configurations are allowed. Provides for storage in original wholesale shipping containers and DOT packaging which has undergone extensive testing for shipping of lithium-ion batteries and cells.

#### **320.4.3 Outdoor storage and subsections**

Added requirements for a technical report to evaluate the fire and explosion risks associated with outdoor storage of lithium-ion and lithium-metal batteries and to make recommendations for fire and explosion protection.

Revised and updated existing amendments that were relocated and merged with new model code sections to address the following requirements:

- Distance from storage to exposures
- Storage area size limits and separation
- Fire detection
- Containers
- Weather protection

#### **320.5 Other Battery Types General and subsections**

Added amendments providing general guidance for safe storage of batteries other than lithium-ion and lithium-metal consistent with updated requirements and standards of care in the industry, including the following:

- Impact protection
- Battery charging and long-term storage practices
- Mechanical exhaust requirements
- Spill control capabilities
- Hazard warning signage and NFPA 704 placarding

## Chapter 9 – Fire Protection and Life Safety Systems

Existing 2022 California amendments in Chapter 9 are carried forward, repealed, renumbered and updated to align with revised 2024 IFC formatting and language.

### **903.3.1.1.1 Exempt locations**

Deleted existing amendment Number 6 in the listed locations regarding elevator hoistways, machine rooms, machinery spaces, control spaces and control rooms, and the reference pointer to CBC Section 3005.4.1.

### **903.4.3 Alarms**

Deleted existing amendment regarding visible alarm notification and reference pointer to Section 907.

### **905.4 Location of Class I standpipe hose connections**

Deleted model code language in Item 6 that was an existing amendment that was overlooked in the 2022 CFC (amendment was not carried forward).

### **907.2.12 Special amusement areas**

Repealed and replaced some existing amendments with model code language in Section 907.2.12, and blended existing amendment regarding exit access into new model code language to carry forward existing provisions. Repealed amendments in model code Sections 907.2.12.1 - 907.2.12.3 as these sections do not exist in 2024 IFC. Matched the same modifications made to Section 907.2.12 in the California Building Code, Part 2 of Title 24.

### **915.4.4 Interconnection**

Replaced new model language with existing amendment as 2024 IFC has copied portions of the California amendment, but left out the majority of the information needed for clarity and consistency in implementation and enforcement.

### **915.6.1 Enclosed parking garages**

Added an amendment to coordinate with the existing provision in Section 915.6.1 of Part 2.

## Chapter 10 – Means of Egress

### **1008.3 Illumination required by an emergency electrical system**

Added amendment to reinstate provisions published in several previous editions of the California Building Code to address previously adopted requirement for egress lighting for I-2 occupancies and align with provisions published in National Fire Protection Association 101 – The Life Safety Code.

### **1009.4.1 Standby power**

### **1015.2 Where required**

Added new amendment to align with the California Building Code.

### **Table 1020.2 Corridor fire-resistance rating**

Modified existing amendment to repeal line-item for occupancy Group E, and to require one-hour fire resistance rating for corridors with sprinklers in occupancy Group I-4. Aligned with the same section in the California Building Code, Part 2 of Title 24.

### **1026.6 Two-way communication**

Added new amendment specifying that two-way communication systems must be installed in all horizontal exit compartments. An Exception for I-2 and I-3 facilities is provided. Aligned with the same section in Part 2.

## **Chapter 31 – Tents, Temporary Special Event Structures and Other Membrane Structures**

### **3104.2 Flame propagation performance testing and registration**

### **3106.3 Combustible materials**

Added amendments to clarify that all fabrics and all interior decorative fabrics or materials shall be flame resistant in accordance with the provisions set forth in California Code of Regulations, Title 19 (Public Safety), Division 1, Chapter 8.

## **Chapter 49 – Requirements for Wildland-Urban Interface (WUI) Fire Areas**

Added a “User Note” to direct code users to the new California Wildland-Urban Interface Code. This chapter is deleted from the CFC.

## **Chapter 80 – Referenced Standards**

Updated adoption of referenced standards to the newest editions published and available for adoption.

## **CALIFORNIA EXISTING BUILDING CODE – PART 10**

### **Chapter 1 – Scope and Administration**

#### **Office of Statewide Hospital Planning and Development**

Amended multiple sections to reflect the change in the department name: Department of Health Care Access and Information/Office of Statewide Hospital Planning and Development.

#### **1.10.6 OSHPD 6**

Added new sections for OSHPD 6 to align requirements with statutory change in Health and Safety Code Section 1250.3.

#### **107.1 General**

Clarified that only one extension is permitted for temporary uses, equipment and systems.

## Chapter 2 – Definitions

### Office of Statewide Hospital Planning and Development

Updated applicability of several definitions to include OSHPD 1R, 2, and 5 applications.

## Chapter 3 – Provisions for All Compliance Methods

### Division of the State Architect

#### 317.3.1

Added [DSA-SS] banner, which was unintentionally omitted in the last edition of Title 24, relative to seismic evaluation and rehabilitation of buildings.

### Building Standards Commission and Division of the State Architect

#### Table 317.5

Revised footnotes and seismic performance criteria for Risk Category IV buildings to align with the model code and adopted referenced standard.

#### 318 Definitions

Repealed the definition of REPAIR in coordination with the adoption of the model code definition for the same term contained in Section 202.

#### 319.2 Existing conditions

Amended to coordinate with changes made in the newly adopted 2023 edition of the adopted standard, ASCE 41: Seismic Evaluation and Retrofit of Existing Buildings.

#### 319.5 Configuration requirements

Relocated existing amendment from Section 319.7.2 to Section 319.5, as the basis for determination of an irregular classification belongs in the primary section addressing irregularities rather than a later section defining the conditions that require the use of Method B.

#### 319.7 Prescriptive selection of the design method with subsections

Amended to improve the presentation and clarity of provisions that define conditions requiring the use of Method B and relocated some language to Section 319.5.

### Division of the State Architect and Department of Housing and Community Development

#### 306 Accessibility for existing buildings

Removed the content of model code Section 306 as it is not adopted in California and clarified the notes about application of Chapters 11A and 11B.

## **Department of Housing and Community Development**

### **301.3 Alteration, addition or change of occupancy**

#### **301.3.2 Work area compliance method**

Repealed the notes as HCD adopted Chapters 6-11 that address work area compliance method.

## **State Fire Marshal**

### **308.1 Carbon monoxide detection**

Removed model code exceptions to requirements for carbon monoxide detection.

## **Office of Statewide Hospital Planning and Development**

### **304.3.3 Criteria for incidental and minor structural alteration, additions, or repairs of pre-1973 code buildings**

Added provisions for incidental and minor alteration pursuant to statutory mandate.

### **312.3.1 Freestanding buildings containing qualifying nonacute care services**

Added permitting for chemical dependency recovery services pursuant to statutory mandate contained in Health and Safety Code Section 1250.3(f).

### **312.3.6 Chemical dependency recovery services**

Added new section recognizing that chemical dependency recovery services may be provided in a building that has been removed from general acute care pursuant to Health and Safety Code Section 1250.3(f).

## **Chapter 3A – [OSHPD1] Provisions for All Compliance Methods**

## **Office of Statewide Hospital Planning and Development**

### **302A.3.1 Existing seismic force-resisting systems.**

Corrected the reference to point to the California Building Code for seismic coefficients since they are not provided in the California Existing Building Code.

### **304A.3.4 - 304A.3.4.8 Performance objectives of performance-based methods**

Clarified the application of ASCE 41-13 and ASCE 41-23 specifying how they apply to various types of buildings.

### **304A.3.5 - 304A.3.6.9 Modifications to ASCE 41-13**

Clarified modifications to ASCE 41-13 for SPC-2 and SPC-4D and added new sections to address modifications to ASCE 41-23.

### **311A.1.1.1.1 - 311A.1.1.1.3 Means of egress for hospital buildings**

Corrected code references to point to new building provisions in the California Building Code for bracing requirements of nonstructural components in the path of egress.

## Chapter 4 – Repairs

### Building Standards Commission

#### 401.1 Scope

Removed reference to Chapter 12 of 2024 IEBC and referred to the California Historical Building Code (CHBC).

#### 407.1 General

Adopted Section 407.1 and co-adopted existing HCD amendment that refers to California Mechanical Code (Part 4 of Title 24).

#### 408.1 Materials

Adopted Section 408.1 and co-adopted existing HCD amendment that refers to California Plumbing Code (Part 5 of Title 24) and added reference to Division 5.3 of the California Green Building Standards Code (Part 11 of Title 24, known as CALGreen).

#### 408.2 Water closet replacement

Adopted Section 408.2 and co-adopted existing HCD amendments which correct the maximum flow rate for water closets. Deleted the model code exception.



## Chapter 4A – Repairs

### Office of Statewide Hospital Planning and Development

#### 401A.3, 405A.1, 405A.2.1, 405A.2.3, 405A.2.3.1, 405A.2.3.3, 405A.2.4, 405A.2.6

Repealed existing OSHPD amendments to several sections because these provisions are now included in the model code language.

#### 405A.2.3.3 Extent of repair for noncompliant buildings

Lowered limit for seismic load to 75% of new building design earthquake forces for consistency with ASCE 41 requirements.

#### 408A.2 Water closet replacement

Deleted the model code exception for blowout-design water closets.

## Chapter 5 – Prescriptive Compliance Method

### Building Standards Commission

#### 502.1 General

Amended Exception #2 to maintain status quo requiring structural elements to comply with the requirements of Sections 317 through 322 for projects within BSC's authority and listed in Section 1.2 of the CEBC.

#### 507 Historic buildings

Replaced model code provisions for historic buildings with reference to the California Historical Building Code.

### Office of Statewide Hospital Planning and Development

#### 502.1 General

Added amendment to remove limitation of structural requirements to Sections 502.2 through 502.3 for applicable OSHPD applications.

### State Fire Marshal

#### 502.5, 503.16 and 503.16.1

Replaced Group I-1 with R-2.1 since Group I-1 is not used in California.

## Chapter 5A – Prescriptive Compliance Method

### Office of Statewide Hospital Planning and Development

Several sections in Chapter 5A were renumbered to align with the new format of the 2024 IEBC.

#### 502A.1 General

Deleted model code language to remove limitation of structural requirements to Sections 502.2 through 502.3 for applicable OSHPD applications.

#### 502A.2, 502A.3, 503A.1, 503A.3, 506A.1, 506A.3

Repealed California amendments and adopted model code language.

#### 503A.3.1 Design live load

Deleted because the language duplicated Section 304A.1.

#### 503A.4 Existing structural elements carrying gravity load

Revised existing amendments to align with changes in 2024 IEBC. Clarified the amount of reduced seismic forces to be permitted.

#### 503A.13 Voluntary seismic improvements

Replaced with IEBC Section 503.13 and carried forward some previous amendments.

### **506A.5 Structural**

Replaced existing amendments with IEBC Section 506.5, except Section 506.5.3 Exceptions and Section 506.5.4.

### **507A Historic Buildings**

Deleted IEBC section since there are no OSHPD 1 buildings classified as historic buildings.

## **Chapters 6 through 11**

### **Building Standards Commission**

#### **708.1, 809.1 and 907.1 1104.1 Minimum requirements**

Replaced model code energy conservation provisions with reference to the California Energy Code (Part 6 of Title 24).

### **State Fire Marshal**

#### **902.2 and 902.2.1, 1011.5.2, 1101.5**

Replaced Group I-1 with R-2.1 since Group I-1 is not used in California.

#### **904.1.8 Supervision and alarms**

Deleted this new model code section to eliminate possible conflicts with existing California laws and regulations.

### **Department of Housing and Community Development**

#### **Chapters 6 through 11**

HCD adopted Chapters 6-11 that address work area compliance method.

## **Chapter 16 – Referenced Standards**

### **Building Standards Commission, Division of the State Architect, Department of Housing and Community Development, and Office of Statewide Hospital Planning and Development**

**ASCE 41 2023** Adopted the 2023 edition of ASCE 41.

### **Division of the State Architect and Office of Statewide Hospital Planning and Development**

**ASCE 7 2022** Updated supplements to match reference in the California Building Code (Part 2 of Title 24) and the 2022 edition of ASCE 7.

### **State Fire Marshal**

**NFPA 72 2025** Adopted the 2025 edition of NFPA 72.

# CALIFORNIA GREEN BUILDING STANDARDS CODE – PART 11

## Chapter 2 – Definitions

### Department of Housing and Community Development (HCD)

#### Residential Long-Term Bicycle Parking

Added to describe secured bicycle parking for more than twelve hours.

#### Residential Short-Term Bicycle Parking

Added to describe secured bicycle parking for less than twelve hours in unsheltered, open area.

### California Energy Commission (CEC)

#### Energy Design Rating (EDR) and Time Dependent Valuation (TDV) Energy

Deleted definitions.

#### Energy Budget

Revised to remove references to the previously used energy metric—Time Dependent Valuation (TDV)—for measuring energy consumption. New reference to the new energy metric—Long-term System Cost (LSC)—added as specified in Section 10-109 of the California Energy Code (Part 6 of Title 24) and the Alternative Calculation Method (ACM) Reference Manual.

#### Long-Term System Cost (LSC)

Added to describe California Energy Commission’s projected present value of costs to California’s energy systems over a period of 30 years.

#### Recovered Energy and Recovered Energy, On-Site

Added to describe the energy used in a building that is recovered from various building functions, equipment and processes; energy that would otherwise be wasted.

#### Solar Pool Heating System

Added to describe an assembly of components designed to heat water for swimming pools, spas, or swimming pool and spa combinations by solar thermal means, excluding pool recirculation components.

## Chapter 4 – Residential Mandatory Measures

### Department of Housing and Community Development

#### 4.106.4.2.2 Multifamily dwellings

#### 4.106.4.2.6 Hotels and motels

Removed requirements for hotels and motels from Section 4.106.4.2.2 and created new **Section 4.106.4.2.6 Hotels and motels** for electric vehicle (EV) charging requirements for those occupancies.

Revised subsections in these two sections to clarify and address the following compliance requirements:

- Appropriate numbers of Low Power Level 2 and Level 2 EV charging receptacles for dwelling units with assigned and unassigned parking.
- Parking facilities served by parking lifts.
- Charging receptacles at assigned parking spaces shall be provided with a dedicated branch circuit connected to the dwelling unit's electrical panel, when practical.
- Percentages of parking spaces not already provided with low-power Level 2 EV charging receptacles, and common use parking, shall be provided with Level 2 EV chargers at a rate of twenty-five (25) percent of those spaces (an increase from the current ten (10) percent).
- Allowance for the designation of specific EV charger connector types—J1772 or J3400—to provide flexibility to the designer or builder to serve most EV users.
- Added mandatory ALMS measures under new subsection number 4.106.4.2.2 (2)(c) as an option to reduce maximum required electrical capacity for the site.

#### **4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings, hotels and motels.**

Modified existing requirements for EV capable spaces to include a requirement for either a low-power Level 2 EV charging receptacle or a Level 2 EV charger.

Removed the EV capable spaces percentage requirements, and added that each parking space being added or altered will be required to be equipped with a Low Power Level 2 EV charging receptacle or a Level 2 EV charger.

Added an exception for the installation of Level 1 EV charging receptacles during alterations and additions to existing parking facilities serving multifamily buildings, hotels, and motels.

Removed Notes 1 and 2 as they are no longer relevant to this section.

#### **4.106.4.4 Bicycle parking**

Made previously voluntary measures mandatory for newly constructed multifamily buildings, hotels, and motels. Amended to clarify the type of long-term bicycle parking enclosures and anchoring required for hotels and motels.

#### **4.303.1.4.5 Pre-rinse spray valves**

Replaced references to and reprints from California Code of Regulations, Title 20, Appliance Efficiency Regulations with reference to the California Plumbing Code (Part 5 of Title 24), Section 420.3. Coordinated with the Building Standards Commission (BSC), California Energy Commission (CEC), and the Division of the State Architect (DSA) with no intended change in regulatory effect.

## Chapter 5 – Nonresidential Mandatory Measures

### Building Standards Commission

#### **Section 5.106.4.1.1 Short-term bicycle parking**

Amended to provide a new compliance method based on the number of anticipated “peak daily visitors” instead of the number of vehicle parking spaces used by customers. Removed the exception for additions or alterations that add nine or fewer visitor vehicular parking spaces.

#### **Section 5.106.4.1.2 Long-term bicycle parking (general)**

Relocated bicycle parking requirements from Section 5.106.4.1.5 into main paragraph using existing code section.

#### **Section 5.106.4.1.2.1 Long-term bicycle parking (for new buildings) and Section 5.106.4.1.2.2 Long-term bicycle parking (for additions or alterations) and Section 5.106.4.1.2.3 Long-term bicycle parking (for shell buildings)**

Added and amended long-term bicycle parking requirements to provide a new compliance method based on the number of “tenant-occupants” instead of the number of vehicle parking spaces used by workers and increased percentage from five (5) percent to ten (10) percent.



#### **5.106.5.3 Electric vehicle (EV) charging (exceptions)**

Amended existing Exception #2 for parking spaces accessible only by automated mechanical car parking systems to align with HCD requirements for residential occupancies.

#### **Table 5.106.5.3.1 Electric vehicle (EV) charging**

Amended by adding a title and creating separate columns for “Other than Office and Retail” and “Office and Retail.” Increased number of required Electric Vehicle Charging Stations. Amended table Footnote #2.

#### **5.106.5.3.2.1 Receptacle configurations**

Added to allow use of NEMA receptacle configuration types.

#### **5.106.5.3.2.2 EV charger connectors**

Added to specify that EV chargers shall be equipped with SAE J1772 with a maximum output 240 Volts AC or SAE J3400 connectors.

#### **5.106.5.3.2.4.1 Raceway capacity requirements**

Added to allow for future upgrades to the electrical conductors serving Low Power Level 2 charging receptacles 208/240-volt 20-ampere to a dedicated 208/240-volt 40-ampere branch circuit.

#### **Table 5.106.5.3.6 EVCS–Power allocation method**

Amended by adding a title and creating separate columns for “Other than Office and Retail” and “Office and Retail.”

Amended Footnote #3 to specify that the maximum allowed kVA to be utilized for EV capable spaces is 50 percent (reduced from 75 percent).

Added new Footnote #5 to set the maximum kVA power allowed in column 4 for EV capable spaces to 25 percent. This change leaves 75 percent of the available kVA required to be used for EVCS which may increase the number of EVCS.

#### **5.106.5.6 Electric vehicle charging stations (EVCS)–Power allocation method**

Added new subsections with similar amendments found in Section 5.106.5.3.2 Electric vehicle charging stations (EVCS):

Section 5.106.5.3.6.1 Receptacle Configurations

Section 5.106.5.3.6.2 EV Charger Connectors

Section 5.106.5.3.6.3 Raceway Capacity Requirements

#### **5.106.5.4.2 Existing buildings or parking areas with previously installed EV capable infrastructure**

Amended to promote more installed chargers by requiring that all existing EV capable spaces, panel capacity and conduit at a site must be built out before any new EV capable spaces are added.

#### **Section 5.506.4 Carbon dioxide (CO<sub>2</sub>) monitoring in classrooms**

Added requirements for carbon dioxide (CO<sub>2</sub>) monitoring in newly constructed projects and qualifying additions and alterations for University of California, California State University, and private school classrooms, lecture and post-secondary classrooms.

### **Building Standards Commission and Division of the State Architect – Structural Safety**

#### **Section 5.303.3.4.6 Pre-rinse spray valve**

Replaced references to and reprints from California Code of Regulations, Title 20, Appliance Efficiency Regulations with reference to the California Plumbing Code (Part 5 of Title 24), Section 420.3. Added “Commercial Pre-Rinse Spray Valves” to clarify application.

## **Division of the State Architect – Structural Safety**

### **5.506.3 Carbon dioxide (CO<sub>2</sub>) monitoring in classrooms**

Amended description of classrooms that shall be equipped with a carbon dioxide monitor or sensor to include “other similar rooms that are used for group instruction.”

## **Chapter A4 – Residential Voluntary Measures**

### **Department of Housing and Community Development**

#### **A4.106.8.2.1 Multifamily dwellings, hotels and motels**

- Increased numbers of Low Power Level 2 EV and Level 2 EV charging receptacles for dwelling units with assigned and unassigned parking relative to the mandatory requirements.
- Increased EV-ready parking spaces with Low Power Level 2 EV receptacles from fifty (50) percent to sixty (60) percent.
- Specified raceway capacity requirements for future upgrades to electrical conductors.
- Clarified exceptions regarding EV charging in parking facilities served by parking lifts.
- Increased compliance requirements and percentages for EV-ready parking spaces with EV chargers from fifteen (15) percent to forty (40) percent of the total number of parking spaces.
- Clarified that, when practical, EV charging receptacles at assigned parking spaces shall be provided with a dedicated branch circuit connected to the dwelling unit’s electrical panel.
- Amended requirements for multifamily parking facilities with unassigned or common use parking spaces shall be provided with Level 2 EV chargers at a rate of forty (40) percent, an increase from current fifteen (15) percent.
- Deleted Tier 2 options for EV Ready and EV charging receptacles in multifamily parking facilities.
- Deleted Tier 2 options for EV chargers for projects with 20 or more dwelling units, sleeping units or guest rooms.

#### **A4.106.9 Bicycle parking**

Deleted, relocated to Chapter 4, and amended.

### **California Energy Commission**

#### **Section A4.203 Performance approach for newly constructed buildings**

Repealed various existing voluntary code sections and provisions to renumber, reformat, modify, and adopt new sections addressing newly defined terms regarding energy efficiency, climate zone compliance margins, as well as lighting efficiency consultation requirements for local electric service providers.

### **Section A4.204 Requirements for alterations to existing buildings**

Added voluntary provisions regarding mechanical ventilation systems and solar heating systems for altered pool and spa heating in existing multifamily facilities.

## **Chapter A5 – Nonresidential Voluntary Measures**

### **Building Standards Commission**

#### **Table A5.106.5.3.1 Tier 1 EV capable spaces and EVCS**

#### **Table A5.106.5.3.3 Tier 2 EV capable spaces and EVCS**

Amended by adding a title and creating separate columns for “Other than Office and Retail” and “Office and Retail.”

Amended Footnote #2 to clarify that each EVCS shall reduce the number of required EV capable spaces by the same number.

#### **Table A5.106.5.3.2 Tier 1 EVCS–Power allocation method**

#### **Table A5.106.5.3.4 Tier 2 EVCS–Power allocation method**

Amended by adding a title and creating separate columns for “Other than Office and Retail” and “Office and Retail.” Amended Footnote # 3 and added Footnote #5.

### **California Energy Commission**

#### **Section A5.203 Performance approach**

Repealed various existing voluntary code sections and provisions to renumber, reformat, modify, and adopt new sections addressing newly defined terms regarding energy efficiency, climate zone compliance margins, as well as lighting efficiency consultation requirements for local electric service providers.

#### **Section A5.204 Requirements for alterations to existing buildings**

Added to address provisions regarding mechanical ventilation systems, and solar heating systems for altered pool and spa heating in existing nonresidential facilities.

#### **Section A5.211 Reserved**

The requirements of A5.211 “Renewable Energy” no longer apply to voluntary measures addressing reliable reductions in wasteful, uneconomic, inefficient, or unnecessary consumption of energy as directed by California Public Resources Code Sections 25213 and 25402 due to issues with implementation and enforcement.

#### **Section A5.213 Energy efficient framing**

Changed the section title from “Energy Efficient Steel Framing” to “Energy Efficient Framing.”



# CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin Street, Fort Bragg, CA 95437  
Phone: (707) 961-2827 Fax: (707) 961-2802  
[www.FortBragg.com](http://www.FortBragg.com)

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on Monday, April 27, 2026 at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California, 95437. The public hearing will concern the following item:

**An ordinance repealing and replacing Chapter 15.04 (Construction Codes – Adopted By Reference) and Chapter 15.05 (California Fire Code) of Title 15 (Buildings and Construction) of The Fort Bragg Municipal Code; adopting and incorporating the 2025 California Administrative Code, California Building Code, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, California Green Building Standards Code, California Referenced Standards Code, California Fire Code, California Wildland-Urban Interface Code; and adopting local findings; and making other technical and administrative revisions to Title 15; and**

**An ordinance amending Chapter 15.06 of the Fort Bragg Municipal Code to require sprinkler installation in buildings with building permits with a cumulative valuation of \$125,000 or more, over a three-year period**

Public Comment regarding this Public Hearing may be made in any of the following ways: (1) Emailed to [cityclerk@fortbraggca.gov](mailto:cityclerk@fortbraggca.gov) (2) Written comments delivered to City Hall, 416 N. Franklin Street before 2:00 PM on the day of the meeting; or (3) Verbal comments made during the meeting, either in person at Town Hall or virtually using Zoom if a Zoom link is provided at the time of agenda publication. Comments received via email will be provided to the City Council and reflected in the packet. Comments will not be read verbally at the meeting. All comments received after 2:00 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, exempt comments are those in an unrecognized file type or too large to upload to City Agenda software.

Staff reports and other documents that will be considered by City Council will be made available for review on the City's website: <https://cityfortbragg.legistar.com/Calendar.aspx>, at least 72 hours prior to the City Council meeting, and are also available for review and/or copying during normal office hours at Fort Bragg City Hall, 416 N. Franklin Street. To obtain more information, please contact the City Clerk, via email at [cityclerk@fortbraggca.gov](mailto:cityclerk@fortbraggca.gov). At the conclusion of the public hearing, the City Council will consider a decision on the above matter.

A handwritten signature in blue ink that reads "Diana Paoli".

\_\_\_\_\_  
Diana Paoli, City Clerk

PUBLICATION DATE: April 2, 2026





# CIUDAD DE FORT BRAGG

*Incorporado August 5, 1889*

416 N. Franklin Street, Fort Bragg, CA 95437  
Teléfono: (707) 961-2827 Fax: (707) 961-2802  
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## AVISO DE AUDIENCIA PÚBLICA

**Por la presente se notifica** que el Ayuntamiento de Fort Bragg celebrará una audiencia pública en una sesión ordinaria que tendrá lugar a las 18:00 horas, o tan pronto como sea posible después de esa hora, el lunes 27 de abril de 2026 en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California, 95437. La audiencia pública tratará sobre el siguiente punto :

**Una ordenanza que deroga y reemplaza el Capítulo 15.04 (Códigos de construcción – Adoptados por referencia) y el Capítulo 15.05 (Código de incendios de California) del Título 15 (Edificios y construcción) del Código Municipal de Fort Bragg; adoptando e incorporando el Código Administrativo de California de 2025, el Código de Construcción de California, el Código Residencial de California, el Código Eléctrico de California, el Código Mecánico de California, el Código de Plomería de California, California Energía Código, Código de Edificios Históricos de California, Código de Edificios Existentes de California, Código de Normas de Construcción Ecológica de California, Código de Normas de Referencia de California, Código de Incendios de California, Código de Interfaz Urbano-Forestal de California; y adoptar hallazgos locales; y realizar otras revisiones técnicas y administrativas al Título 15; y**

**Una ordenanza que modifica el Capítulo 15.06 del Código Municipal de Fort Bragg para exigir la instalación de rociadores en edificios con permisos de construcción con una valuación acumulada de \$125,000 o más, durante un período de tres años.**

Los comentarios del público sobre esta Audiencia Pública pueden hacerse de cualquiera de las siguientes maneras: (1) Enviados por correo electrónico a [cityclerk@fortbraggca.gov](mailto:cityclerk@fortbraggca.gov); (2) Comentarios escritos entregados en el Ayuntamiento, 416 N. Franklin Street, antes de las 14:00 horas del día de la reunión; o (3) Comentarios verbales hechos durante la reunión, ya sea en persona en el Ayuntamiento o virtualmente a través de Zoom si se proporciona un enlace de Zoom al momento de la publicación de la agenda. Los comentarios recibidos por correo electrónico se entregarán al Ayuntamiento y se reflejarán en el paquete. Los comentarios no se leerán verbalmente en la reunión. Todos los comentarios recibidos después de las 14:00 horas del día de la reunión pasarán a formar parte permanente del paquete de la agenda al día siguiente de la reunión o tan pronto como sea posible. Se exceptúan los comentarios que estén en un tipo de archivo no reconocido o que sean demasiado grandes para cargarlos en el software de la Agenda Municipal.

Los informes del personal y demás documentos que serán considerados por el Ayuntamiento estarán disponibles para su consulta en el sitio web de la ciudad: <https://cityfortbragg.legistar.com/Calendar.aspx>, al menos 72 horas antes de la reunión del Ayuntamiento. También podrán consultarse y/o copiarse durante el horario de atención al público en el Ayuntamiento de Fort Bragg, ubicado en 416 N. Franklin Street. Para obtener más información, comuníquese con la Secretaría Municipal por correo electrónico a [cityclerk@fortbraggca.gov](mailto:cityclerk@fortbraggca.gov). Al concluir la audiencia pública, el Ayuntamiento tomará una decisión sobre el asunto.

\_\_\_\_\_  
Diana Paoli, Secretaria Municipal

FECHA DE PUBLICACIÓN: 2 de abril de 2026

ESTADO DE CALIFORNIA )  
                                  ) ss.  
CONDADO DE MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la ciudad de Fort Bragg; y que hice que este aviso se publicara en el tablón de anuncios del Ayuntamiento a más tardar el 2 de abril de 2026.



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Diana Paoli, Secretaria Municipal

**Paoli, Diana**

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**From:** Paul Clark <pclark@fortbraggrealty.co>  
**Sent:** Monday, April 27, 2026 11:07 AM  
**To:** Paul Clark; Association Executive  
**Cc:** City Clerk; McCormick, Sarah  
**Subject:** City Council 04272026 Fire Ordinance

**I agree with the resolution but for page 5 15.06.030 B**

**I spoke about this before. It makes no sense in a case where, as there are all over Fort Bragg, a single-family home that has been used as a office to now be required to be sprinkled if it becomes a single family home again. Putting in phones and using it as an office most likely had no changes made to the building. To do this defies the stated “housing crisis” by making housing more difficult.**

**Most single-family homes to be rented would require, smoke alarms, carbon monoxide alarms if there is a fossil fuel heating or water heating system. This is common sense.**

**Insurance agents can tell you of the claims that arise from water damage and are moving to have automatic water shutoffs in case of leaks that occur when no one is home. Logical. Sprinkler systems are subject to leaks, and of course freezing or other damage.**

**Your entire posting, description of this ordinance all says it will be for projects of 125,000 in a three-year period, EXCEPT for this one little huge item.**

**This can be easily modified to exclude any prior single-family home that has been used as a commercial use like an office, a book store, Like 563 N Main, now a residence. Or 419 Laurel, once a tax professional office, now a residence. Numerous offices around town would also meet this requirement.**

**Please consider this as an option to perhaps help some property owners that may lose a small office type use and want to convert back to its historic use. A single family home.**

**Thank you  
Paul Clark**



# City of Fort Bragg

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

## Text File

File Number: 26-204

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8A.

Receive Report and Provide Direction on Transitioning from Cash Purchase to Fleet Lease Program for City of Fort Bragg Vehicle Replacement and Consider Adoption of Fort Bragg City Council Resolution



## CITY COUNCIL STAFF REPORT

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**TO:** City Council **DATE:** April 27, 2026

**DEPARTMENT:** City Manager's Office

**PREPARED BY:** Isaac Whippy, City Manager

**PRESENTER:** Isaac Whippy, City Manager

**AGENDA TITLE:** Transition from Cash Purchases to Fleet Leasing Program with Enterprise Fleet Management

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### RECOMMENDATION

Adopt a resolution authorizing the City Manager to enter into an agreement with Enterprise Fleet Management to transition from a cash-based vehicle acquisition model to a structured fleet leasing program, and approve the implementation of a citywide fleet replacement strategy.

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### BACKGROUND

Historically, the City of Fort Bragg has purchased fleet vehicles outright using available capital funds. While this approach avoids interest costs, it has resulted in:

- Irregular and reactive vehicle replacement cycles
- Aging fleet inventory with increasing maintenance costs
- Deferred replacement due to competing capital priorities
- Limited ability to standardize fleet management practices

As the City continues to modernize operations and align with long-term financial planning goals, staff has evaluated alternative fleet management models that provide greater predictability, efficiency, and lifecycle optimization.

Enterprise Fleet Management (EFM) is a nationally recognized provider specializing in municipal fleet leasing and lifecycle management services, currently serving numerous public agencies across California.

### DISCUSSION AND ANALYSIS

Transitioning to a leasing model allows the City to shift from a reactive, capital-heavy approach to a proactive, lifecycle-based fleet management strategy.

AGENDA ITEM NO. 8A

## **Key Benefits Include:**

### **1. Predictable Budgeting & Cash Flow Management**

- Replaces large, one-time capital expenditures with fixed monthly payments
- Improves long-term financial forecasting and stability
- Frees up capital funds for other strategic priorities (e.g., infrastructure, parks, broadband)

### **2. Optimized Vehicle Replacement Cycles**

- Vehicles are replaced based on mileage, usage, and lifecycle cost—not budget timing
- Reduces costly repairs associated with aging vehicles
- Ensures staff have reliable and safe equipment

### **3. Reduced Maintenance & Operating Costs**

- Newer vehicles improve fuel efficiency and reduce repair frequency
- Enterprise provides maintenance tracking, fuel management tools, and data analytics

### **4. Fleet Management Expertise & Technology**

- Dedicated account management and fleet planning support
- Access to fleet analytics, reporting, and replacement modeling
- Improved asset tracking and utilization insights

### **5. Operational Efficiency**

- Streamlined procurement process
- Reduced administrative burden on staff
- Standardization across departments (Public Works, Police, Parks & Rec, etc.)

## **FISCAL IMPACT**

### **Current Model (Cash Purchase):**

- Requires large upfront capital outlays
- Leads to deferred replacements during tight budget years
- Increased long-term maintenance and repair costs

### **Proposed Leasing Model:**

- Fixed monthly lease payments (operating expense)
- Lifecycle cost approach (vehicle + maintenance + resale value)

- Potential cost neutrality or savings over time when factoring:
  - Reduced maintenance costs
  - Improved fuel efficiency
  - Higher resale values through planned replacement

Enterprise Fleet Management operates under a flexible, open-ended lease structure, allowing the City to retain equity in vehicles and sell them at optimal resale timing.

Staff will return to Council with annual fleet replacement plans and associated budget impacts as part of the regular budget process.

**CONSISTENCY**

This initiative directly supports the City’s Strategic Plan by:

- Ensuring Fiscal Sustainability
  - Enhances long-term financial planning and asset management
- Improving Operational Excellence
  - Provides staff with reliable, modern equipment
- Modernizing City Services
  - Introduces data-driven decision-making and professional fleet management practices
- Supporting Workforce Efficiency
  - Reduces downtime and improves service delivery across departments

**IMPLEMENTATION/TIMEFRAMES:**

If approved, staff will:

1. Complete the comprehensive fleet assessment with Enterprise Fleet Management
2. Update the multi-year fleet replacement schedule
3. Begin phased transition starting with high-priority and aging vehicles
4. Integrate fleet costs into FY 26-27 annual operating budgets

**ATTACHMENTS**

Fleet Enterprise Lease Presentation



# FLEET MANAGEMENT

## Fleet Synopsis

PREPARED FOR:

# City of Fort Bragg



### Prepared By:

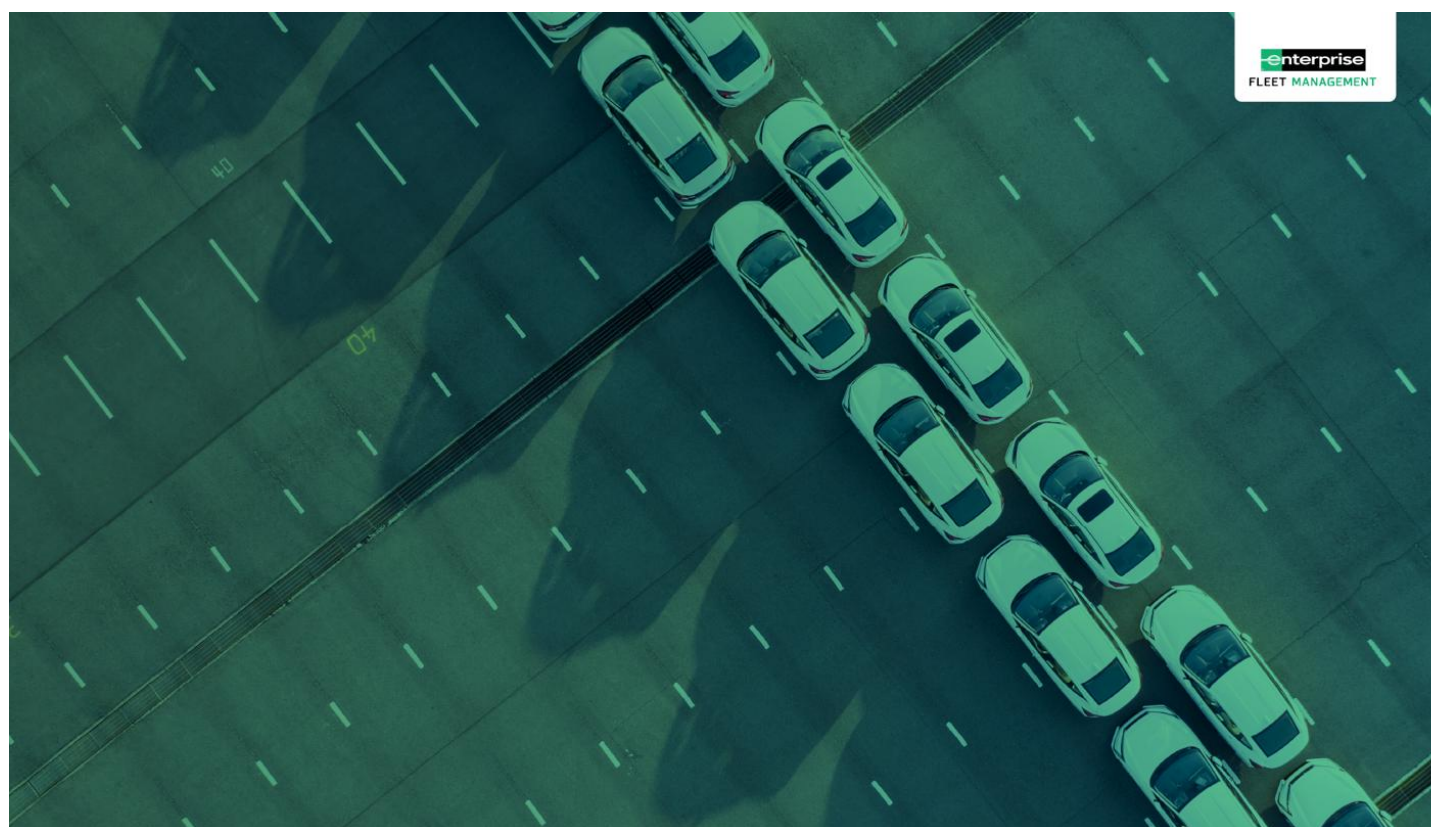
**Adrian Linder | Feteu Mulugeta**

Fleet Consultant

600 Corporate Park Dr. St. Louis, Mo 63105

Email: [Feteu.Mulugeta@efleets.com](mailto:Feteu.Mulugeta@efleets.com)

Office: (205) 824-8536 | Cell: 812-325-0969



CURRENT SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 44% of the current light and medium duty fleet is over 10 years old
- Resale of the aging fleet is significantly reduced
- Newer vehicles have a significantly lower maintenance expense
- Newer vehicles have increased fuel efficiency with new technology implementations
- Challenged by limited technological advancement in its computerized fleet management program
- Actively pursuing fleet electrification in police units

FLEET SIZE

34

FLEET BUDGET

165,065

ODOMETER AVG

43,553

VEHICLE CYCLE

12 Years

KEY CONSIDERATIONS | OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$234,675 in 10 years

- Shorten the current vehicle life cycle from 11.5 years to 5 years
- Free up more than \$106,388 in capital from the salvage of 12 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$58.74 vs. current \$111.83
- Provide a lower sustainable fleet cost that is predictable year over year
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- 2 vehicles predate Anti-Lock Brake standardization (2007) 6% of Total Fleet
- 5 vehicles predate Electronic Stability Control standardization (2012) 15% of Total Fleet
- 10 vehicles predate Rear Automatic Braking (2016) 29% of Total Fleet
- 22 vehicles predate standardization of back up camera (2018) 65% of Total Fleet
- ESC is the most significant safety invention since the seatbelt

Piggyback SOURCEWELL Contract # 030122 that addresses the following:

Access to all fleet management services as applicable to the needs of City of Fort Bragg

Supports the need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE IMPACT



**Identify** Effective Vehicle Life Cycle



**Decrease** Administrative Burden and Downtime



**Enhanced** Reporting, Oversight, & Control



**Local** Team to Support Needs Nationwide



**Newer** Safer Vehicles Replace Every 4-5 yrs

THE RECOMMENDATION

By partnering with Enterprise Fleet Management, City of Fort Bragg will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. City of Fort Bragg will reduce fuel costs by 20% and reduce maintenance costs from \$111.8 on average to \$58.74 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, City of Fort Bragg will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 10% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, City of Fort Bragg will be able to replace all of its vehicles over the course of 5 years while creating a sustainable savings of \$10,743.84.



## FLEET SIZE

34

## AVG AGE

8.7

## AVG ANNUAL MILEAGE

6,000

## AVG ANNUAL ACQUISITIONS

2.0

## AVG MODEL YEAR

2017

## HOLDING PERIOD

12 Years



0K – 20k



20K – 40k



40K – 60k



60K – 80k



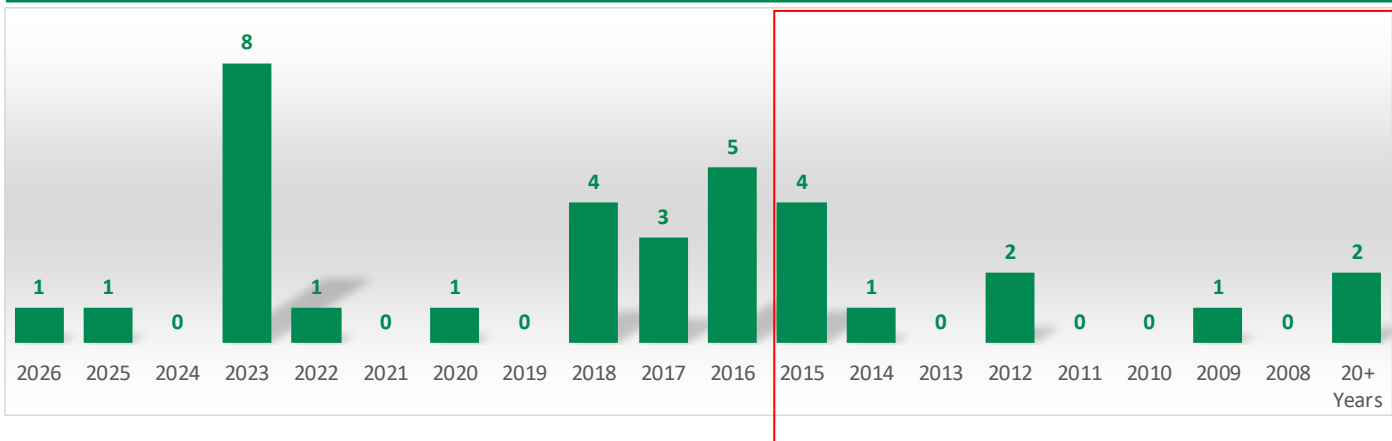
80K – 100k



100k & >

Vehicle Type	Quantity	Avg Age	Avg Annual Mileage	
TRUCK	16	9.9	5,887	Vehicle Classes
SUV	9	10.7	7,066	
CAR	7	4.1	5,215	
VAN	2	7.3	4,183	
<b>Totals/Averages:</b>	<b>34</b>	<b>8.7</b>	<b>5,961</b>	Average Odometer

## MODEL YEAR ANALYSIS



# Fleet Profile and Replacement Schedule | City of Fort Bragg

## Fleet Profile

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Minivan	1	8.3	6,453
Cargo Van	1	6.3	1,914
Mid SUV	9	10.7	7,066
Compact Pickup	2	1.1	19,724
1/2 Ton Pickup	7	11.6	5,016
3/4 Ton Pickup	5	10.5	3,556
Cab Chassis	2	10.8	929
Electric Pickup	5	3.3	6,341
Electric SUV	1	3.3	1,000
Hybrid Sedan	1	9.3	3,802
Totals/Averages	34	8.7	6,000

## Fleet Replacement Schedule

2026	2027	2028	2029	2030	Under-Utilized
1	0	0	0	0	0
0	1	0	0	0	0
1	0	0	0	0	0
0	0	0	1	1	0
5	0	1	0	0	1
4	0	1	0	0	0
0	0	0	0	0	0
0	0	5	0	0	0
0	0	1	0	0	0
0	0	0	0	0	0
1	0	0	0	0	0
Totals/Averages	12	1	8	1	1

### Replacement Criteria

- \* Fiscal Year 2026 = 7 years old and older, or odometer over 100,000
- \* Fiscal Year 2027 = 4 years old and older, or odometer over 70,000
- \* Fiscal Year 2028 = 2 years old and older, or odometer over 50,000
- \* Fiscal Year 2029 = 0 years old and older, or odometer over 30,000
- \* Underutilized = Annual Mileage less than 1,000

Vehicle Type	Quantity	Avg Age	Avg Annual
TRUCK	16	9.9	5,887
SUV	9	10.7	7,066
CAR	7	4.1	5,215
VAN	2	7.3	4,183
Totals/Averages:	34	8.7	5,961



### ANNUAL CLIENT REVIEW

- Year Over Year Financial Review
- Benchmark Progress
- Confirm Budget Approval Process and Relative Dates



### FISCAL YEAR PLANNING MEETING

- Prepare For Upcoming Budgets
- Review Recommended Vehicle Replacements
- Define Desired Outcomes and Next Steps



### FLEET ANALYSIS MEETING

- Finalize Fleet Plan
- Review Final Budget Numbers
- Place Vehicle Orders

Ongoing Focus on Client Experience, Fleet Consultation and Community Involvement

# Fleet Planning Analysis | City of Fort Bragg

Assumptions			
Fleet Analyzed	23	Fleet Growth	4.35%
Current Cycle	11.50	Annual Miles	6,100
Current Maintenance	\$111.83	Current MPG	13
Maint. Cents Per Mile	\$0.22	Price/Gallon	\$4.50

Proposals		
Proposed Fleet	22	
Proposed Cycle	5.00	
Proposed Maintenance	\$58.75	

Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
ANALYSIS BASED ON ORIGINAL RECOMMENDATIONS FOR CONCEPTUAL SAVINGS AND MAY CHANGE BASED ON FINAL PROPOSAL, CHANGES TO THE MARKET AND OTHER FACTORS												
Average	23	2	23	0	91,070	0	-5,436	0	30,866	48,565	165,065	0
Year 1 ('26)	22	11	11	11	0	95,358	-106,388		22,517	43,709	55,196	109,869
Year 2 ('27)	22	1	10	12	0	104,069	-15,236		21,880	43,267	153,980	11,085
Year 3 ('28)	22	8	2	20	0	178,300	-173,770		16,784	39,735	61,049	104,017
Year 4 ('29)	22	1	1	21	0	185,294	-9,987		16,147	39,294	230,747	-65,682
Year 5 ('30)	22	1	0	22	0	192,287	-10,923	-191,159	15,510	38,852	44,568	120,498
Year 6 ('31)	22	11	0	22	0	192,287	0	-5,089	15,510	38,852	241,561	-76,495
Year 7 ('32)	22	1	0	22	0	192,287	0	-86,058	15,510	38,852	160,591	4,474
Year 8 ('33)	22	8	0	22	0	192,287	0	-9,537	15,510	38,852	237,112	-72,047
Year 9 ('34)	22	1	0	22	0	192,287	0	-9,537	15,510	38,852	237,112	-72,047
Year 10 ('35)	22	1	0	22	0	192,287	0	-191,159	15,510	38,852	55,491	109,575

\* Lease Rates are conservative estimates

\* Estimated Projected Fleet Equity is based on the current fleet "sight unseen" based on replacement year and can be adjusted after physical inspection and may change based on market factors, these are not guaranteed values

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

\$316,304

Estimated Current Fleet Equity\*\*

SAVINGS

10 Year Savings\*

\$234,675

Annual Sustainable Impact\*

\$10,744

\*includes total unrealized equity of \$61,428

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## CASE STUDY | CITY OF SAN MARCOS



## The City of San Marcos Reduces Costs by 27% and Replaces Aging Vehicles.

### BACKGROUND

Location: San Marcos, CA  
 Industry: Government  
 Total vehicles: 90 vehicles

### THE CHALLENGE

Half of The City of San Marcos' vehicles were operating past their useful life. The City's fleet was deteriorating rapidly, and many of the vehicles needed to be replaced to mitigate escalating repair and maintenance costs. Budget challenges prevented the City from purchasing new vehicles. Major repairs reduced the number of available vehicles, and the City vehicle downtime was significantly affecting its operations. Maintenance costs continued to erode the budget and interfere with the efficiency of City operations.

### THE SOLUTION

Enterprise Fleet Management evaluated the City's entire fleet to identify the most cost-effective way to replace its aging vehicles. Ten vehicles were identified as under-utilized and completely removed from service. By implementing an open-ended lease structure, the City was able to replace the remaining ninety vehicles within a three-year period. The program did not require a large initial outlay of funds. The City of San Marcos was not burdened with extensive capital requirements for vehicle replacement, allowing them to replace highly important, heavy-duty and emergency vehicles first.

**"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."**

— Lisa Fowler, Public Works Manager- Administration & Fleet

The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment.

### THE RESULTS

The partnership with Enterprise Fleet Management has significantly reduced the portions of the Public Works-Fleet Operations budget and the Vehicle Replacement fund that was affected by the declining condition of the light-duty fleet. The City realized a 27% decrease in the cost to purchase and maintain the light duty fleet. The program will result in a combined fund savings of \$1.1 million over a five-year period.

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.

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### Key Results

**27%**  
 DECREASE  
 IN FLEET COSTS



**RIGHT-SIZED  
 FLEET BY 10%**  
 FOR BETTER  
 UTILIZATION

**REPLACED  
 90 VEHICLES**  
 OVER A 3-YEAR PERIOD



## SAFETY

44% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

## ACCOUNT MANAGEMENT

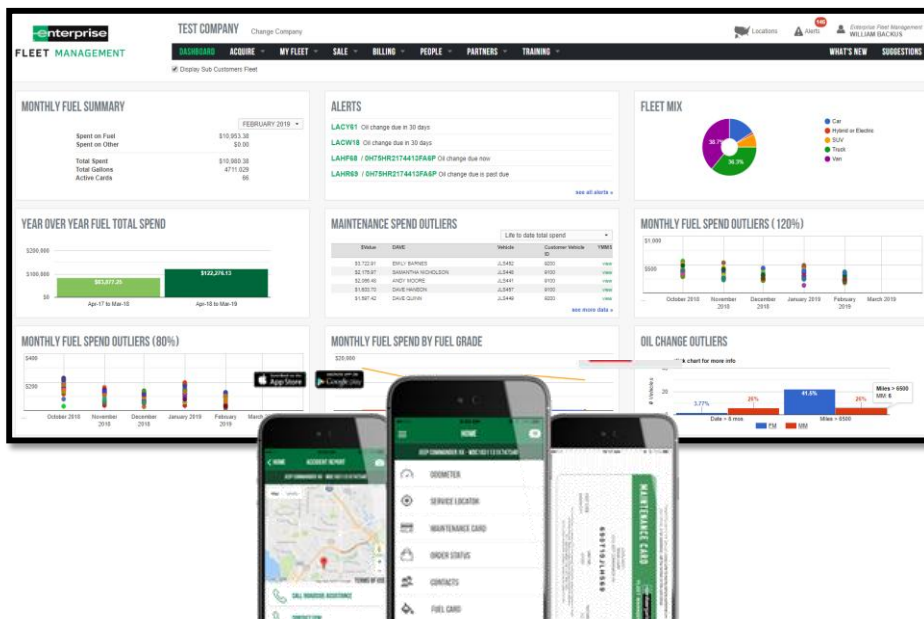
City of Fort Bragg will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs."

Your dedicated Account Team meets with you 3-4 times a year for both financial and strategic planning. Account team will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

## TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- Consolidated Invoices - Includes lease, maintenance, and any additional ancillaries
- Maintenance Utilization - Review the life-to-date maintenance per vehicle
- Recall Information - See which units have open recalls
- License & Registration - See which plate renewals are being processed by Enterprise and view status
- Alerts - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- Lifecycle Analysis - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to specific lease or transaction



## Current Partners

County of Mendocino  
City of Eureka  
City of Clearlake  
City of Petaluma  
City of Novato  
City of St. Helena  
Mendocino County Office of Education

City of American Canyon  
Suisun City  
City of Dixon  
Marin County  
City of Santa Cruz  
County of San Benito  
City of Seaside

## References

Below is a list of client references including company name, contact person, and telephone number.

### City of Clearlake

rpeterson@clearlakepd.org  
Ryan Peterson, Lieutenant

### City of American Canyon

ricky.greenberg@countyofnapa.org  
Rick Greenberg, Chief of Police

### Suisun City

nvue@suisun.com  
Nouae Vue, Director of Public Works

## COOPERATIVE PARTNERSHIPS:

TIPS/TAPS USA Contract # 240502, Effective 07/01/2024-12/31/2027  
SOURCEWELL Contract # 030122, Effective 05/04/2022 - 04/18/2026  
E&I Contract # CNR01399, Effective 4/1/2016 through 12/31/2027



## RESOLUTION NO. xxxx-2026

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT BRAGG AUTHORIZING THE TRANSITION FROM A CASH-BASED FLEET VEHICLE PURCHASE MODEL TO A FLEET LEASING PROGRAM WITH ENTERPRISE FLEET MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY

**WHEREAS**, the City of Fort Bragg maintains a fleet of vehicles essential to delivering public services across departments including Public Works, Police, and Parks and Recreation; and

**WHEREAS**, the City has historically acquired fleet vehicles through outright cash purchases, resulting in large capital expenditures, inconsistent replacement cycles, and an aging fleet inventory; and

**WHEREAS**, aging fleet vehicles contribute to increased maintenance costs, reduced reliability, and operational inefficiencies; and

**WHEREAS**, the City Council has identified fiscal sustainability, operational efficiency, and modern asset management as key priorities under the City's Strategic Plan; and

**WHEREAS**, staff has evaluated alternative fleet management strategies and determined that a structured fleet leasing program provides improved lifecycle management, predictable budgeting, and enhanced operational performance; and

**WHEREAS**, Enterprise Fleet Management is a nationally recognized provider of fleet leasing and management services with experience supporting public agencies in implementing data-driven fleet replacement programs; and

**WHEREAS**, Enterprise Fleet Management offers an open-ended equity lease structure that allows the City to retain flexibility in vehicle replacement and disposal while optimizing resale value; and

**WHEREAS**, transitioning to a fleet leasing model will allow the City to replace vehicles based on lifecycle and operational needs rather than available capital, improving service reliability and reducing long-term costs; and

**WHEREAS**, the proposed transition supports the City's goals of financial stability, operational excellence, and modernization of municipal services.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Fort Bragg hereby approves:

**Section 1. Approval of Fleet Leasing Program**

The City Council hereby approves the transition from a cash-based fleet vehicle acquisition model to a fleet leasing program to support a structured, lifecycle-based fleet replacement strategy.

**Section 2. Authorization to Execute Agreement**

The City Manager is hereby authorized to negotiate and execute an agreement with Enterprise Fleet Management, in a form approved by the City Attorney, for the purpose of implementing a fleet leasing and management program.

**Section 3. Implementation Authority**

The City Manager, or designee, is authorized to take all necessary and appropriate actions to implement the fleet leasing program, including:

- Conducting a comprehensive fleet assessment
- Developing and implementing a multi-year fleet replacement plan
- Entering into individual vehicle lease schedules
- Disposing of surplus or replaced vehicles in accordance with City policy

**Section 4. Budget Integration**

Fleet leasing costs shall be incorporated into the City’s annual operating budget, and staff shall return to the City Council as part of the budget process with recommended fleet replacement schedules and associated financial impacts.

**Section 5. CEQA**

This action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, as it is an organizational and administrative activity that will not result in a direct or indirect physical change in the environment.

**The above and foregoing Resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 27<sup>th</sup> day of April, 2026, by the following vote:**

**AYES:  
NOES:**

**ABSENT:  
ABSTAIN:  
RECUSED:**

---

**JASON GODEKE  
Mayor**

**ATTEST:**

---

**Diana Paoli  
City Clerk**



# City of Fort Bragg

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

## Text File

File Number: 26-202

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8B.

Receive Report and Provide Direction Regarding Various Options to Improve Community Awareness of Large Pending Development Projects in Fort Bragg



## CITY COUNCIL STAFF REPORT

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**TO:** City Council

**DATE:** April 27, 2026

**DEPARTMENT:** Community Development

**PREPARED BY:** Marie Jones Consulting

**PRESENTER:** Marie Jones

**AGENDA TITLE:** Receive Report and Provide Direction Regarding Various Options to Improve Community Awareness of Large Pending Development Projects in Fort Bragg

---

### RECOMMENDED ACTION

Receive report and provide direction regarding various options to improve community awareness of large pending development projects in Fort Bragg, including:

1. Require a project sign on sites proposed for new larger development projects in both the coastal and inland zones; and or
  2. Revise the design review process to require story polls for new larger development projects throughout the city (coastal and inland zone); and/or
  3. Revise Coastal General Plan Map CD-1 to include more areas within the coastal zone where a visual resources study is required as part of the Coastal Development Permit process.
- 

### BACKGROUND

In 2024 and 2025, the City Council and Planning Commission held a total of five public hearings to consider approval of an 83-unit multifamily project with 1,000 sf of retail space and 2,450 sf of visitor serving accommodations at 1151 south main street. The project was appealed twice to the Coastal Commission by neighbors and Paul Clark. As a result of the appeal, Coastal Commission staff recommended minor modifications to the proposed project to include four small visitor-serving uses and a public access route through the site. The project was subsequently modified to include additional visitor serving uses and the public access route through the site. Subsequently the Planning Commission recommended approval and City Council approved the project again. On the second appeal by the neighbors, the Coastal Commission denied the appeal and affirmed the approvals of all permits for the project. This project is currently under CEQA litigation and a Judgment by the court is anticipated for May, 2026.

As a result of this project, some community members have requested that the City change its zoning code to include more methods to increase community awareness of a proposed

AGENDA ITEM NO. 8B

development project prior to the public hearing.

As background, currently both zoning codes require the following notice process for projects that are scheduled for a public hearing for any of the following permits: Coastal Development Permit, Use Permit, Design Review Permit, Variance, Rezoning, and/or Subdivision.

1. The applicant must post an on-site 8X11 Notice of Pending Permit when an application is first submitted to the City. This notice happens at the very beginning application stage for a project.
2. At least ten days before the public hearing the following notices are distributed:
  - a. Public Hearing Notice is mailed to all property owners within 300 feet and all residents within 100 feet of a proposed project.
  - b. A Public Hearing Notice is posted on site, on the City's website, and at the Notice Kiosk by City Hall.
  - c. A Public Hearing Notice is published in the paper.
  - d. A Notice of the Public Hearing is emailed to all individuals who have requested such notification as well as to all people who have signed up for the "notify me" option on the City's website.

## ANALYSIS

The Community Development Committee discussed this item at its March 2, 2026 and its April 15, 2026 CDC meetings. During the CDC meetings, the Community Development Committee recommended the following approach:

1. **Ministerial Projects.** The City should not require a project sign or story poles for any project which is ministerial (permitted by right and requiring only a building permit) regardless of its size, as there is no public hearing ministerial projects and the City has no ability to deny them so long as they comply with the zoning ordinance.
2. **Project Sign or Banner.** For any new or remodel commercial or multifamily project of more than 24 feet in height or a building of more than 5,000 sf of floor area, the City should require the placement of a 3' by 4' project sign or banner within two weeks of application submittal, as follows:
  - a. The project sign/banner shall include the project name, project description, project elevation (front view), project zoning, whether the project is in the Coastal Zone or the Inland Zone, requested permits (Use Permit, Design Review, Variance, etc.), and CEQA status (exempt, MND, EIR). The applicant shall be required to install this sign within two weeks of the application submittal after the City confirms the accuracy of the required sign components. Occasionally the applicant may be required to update/change the project for it to comply with the City's zoning ordinance. The sign shall also include the caveat "this project is currently under review by the City of Fort Bragg and components of this project description may change during that review process. For up-to-date plans please see the City's website."

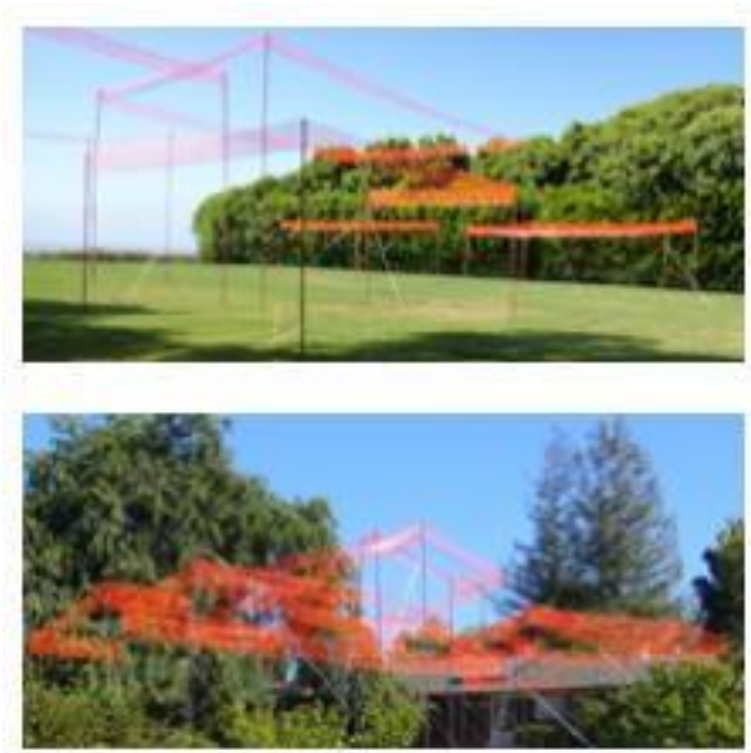
- b. The project sign/banner shall be posted on an existing structure or temporary posts that do not require on-site digging, such that the top of the project sign is posted at 6' feet.
- c. The project sign/banner shall be visible and adjacent to the sidewalk or road.
- d. The project sign/banner shall be sighted so that it does not block traffic sightlines (e.g. not within 20 feet of a driveway, road or street intersection) or otherwise result in any dangerous or unsafe condition.



Examples of development signs from other communities.

3. **Project description on the City's website.** The applicant shall provide a PDF 11X17 of the project sign to the City for posting on the City's website. Any updates to the project description shall also be posted on the City's website.
4. **Story Poles.** Currently, story poles are only required in Fort Bragg for a visual resource analysis under the Coastal Act. They are not required in the inland portion of the City or in the Coastal Zone where visual resources are not a concern (as defined by the City's General Plan). Story poles are required to create an accurate visual representation of the project for the Visual Analysis of the project. The cost of constructing story poles is nominal and would typically not be more than \$2,000 depending on the size and complexity of the buildings. The Community Development Committee was split on whether or not story poles should be required in all instances. The CDC agreed that story poles should be required for any commercial project of more than 24 feet in height or a building of more than 5,000 sf in both the inland and coastal zone. Story poles would be required as part of the Design Review process and noticing process for these large commercial projects. The CDC decided not to require story poles for multifamily projects, because they are of limited value for the design review process for multifamily projects as subjective opinions such as that a project is "too tall" or "too large" are not permissible under State law for Design Review of multifamily projects. Story pole requirements should include the following:
  - a. Story poles shall illustrate the corners of each proposed structure.
  - b. Story poles shall illustrate the roof line of each proposed structure.

- c. Story poles should not require digging or permanent placement of posts, due to conflicts with the Coastal Act.
- d. Story poles should be placed a safe distance from power lines, other utilities and hazards (driveways, existing trees, etc.). If such placement is not feasible than story poles should not be required for the areas of the site with safety concerns, as story poles would not be attached to the ground and could be knocked over in high winds.
- e. Story poles are not required, where they are infeasible. For example, if an existing building which is slated for demolition prohibits the installation of story poles.
- f. Story poles shall be placed four weeks before after the application submittal and removed immediately after the public hearing.
- g. Story poles would be part of Design Review; such a change would be easier to implement in both the Inland and Coastal Zone.



**Visual Resource Analysis.** Finally, CDC recommended that the City Council should not expand the areas that require a Visual Resource analysis as part of the Coastal Development Permit Process. This process is described below.

Visual resources are one of 5 coastal resources which are protected by the Coastal Act, other resources include: archaeological and cultural resources, biological and wetland resources, coastal dependent uses and public access.

An expansion of the area for which a visual resource analysis is required would make the development of some areas more difficult and in some cases reduce development potential of some parcels. If the City Council decides to amend Map CD-1, the City would need to prepare a comprehensive visual resource study or the added parcels as part of an LCP amendment to the Coastal Commission. The visual resource analysis would provide the legal basis to make changes to Map CD-1 and thereby eliminate some property rights that currently exist. The City will need to secure the services of an architectural or planning firm to complete a comprehensive visual analysis.

Currently the Coastal General Plan includes the following key visual analysis policy:

*Policy CD-1.3: Visual Analysis Required. A Visual Analysis shall be required for all development located in areas designated "Potential Scenic Views Toward the Ocean or the Noyo River" on Map CD-1 except development listed below.*

Map CD-1 of the Coastal General Plan is the key determinant of whether or not a visual analysis is required by the Coastal General Plan. If a parcel is identified in Map CD-1 as having "potential scenic views to the ocean" a visual analysis is required.

Additionally, under the CDP application requirements (17.71.045 D) of the CLUDC, Visual Analysis are only required if a parcel is designated as potentially scenic in Map CD-1 as follows:

*9. Visual Analysis. For applications for development located in areas designated "Potential Scenic Views Toward the Ocean or the Noyo River" on Map CD-1 of the Coastal General Plan (except development listed in subsection (B) of Policy CD-1.3 of the Coastal General Plan), a visual analysis as required by Chapter 17.50.070 of this Development Code.*

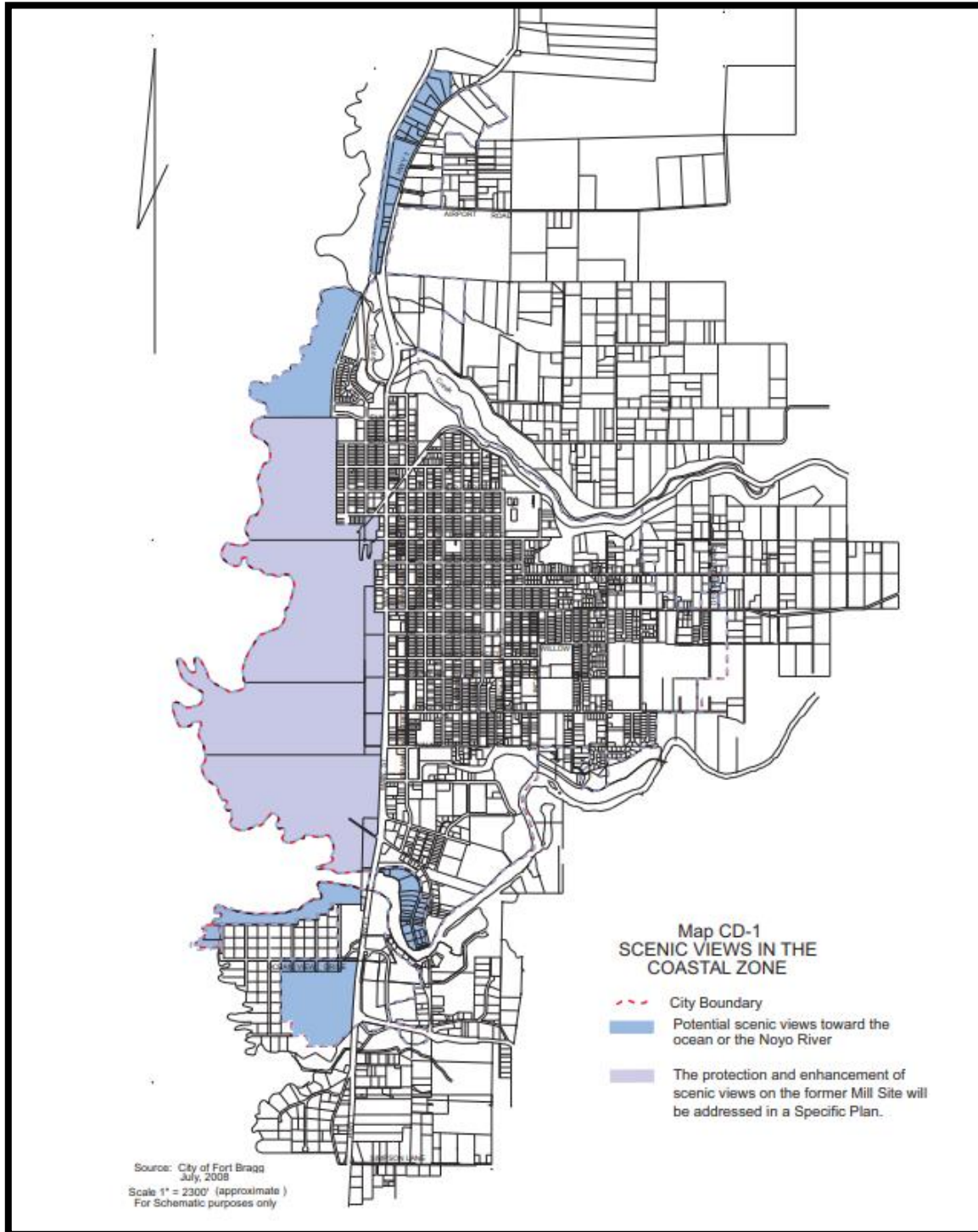
As illustrated in Map CD-1 below, Visual Resource Analysis and story poles are required for development on parcels:

- On the Noyo River flats (although weirdly most of the indicated parcels are not within City limits),
- South of Ocean Drive, west of highway 1, and
- North of Pudding Creek, west of highway 1.

The following locations are not included on Map CD-1:

- Parcels located east of Highway 1 and between the Noyo River and highway 20,
- Parcels located to the west of Highway 1, south of the Noyo River Bridge and north of Ocean Drive, and
- All parcels west of highway 1 between Glass Beach Drive and Pudding Creek.

Therefore, If City Council decides to provide direction to expand the number of parcels which require a visual resource analysis, adding some of the above locations to Map CD-1 would be one place to start.



The following visual resource policies apply to development north of Pudding Creek.

*Policy CD-1.12 Maintain Unobstructed Views of the Ocean: Require new development north of Pudding Creek to leave unblocked views to the ocean from Highway One.*

*Policy CD-1.13: Retain Views North of Pudding Creek. New development north of Pudding Creek and west of Main Street on parcels with total frontage of more than 135 feet, on either the Haul Road or Main Street as determined by the Planning Commission, shall be required to leave a minimum of 30 percent of the project's total parcel frontage free of view-blocking development. The area free of view-blocking development shall not include narrow passageways between buildings on the site and shall be concentrated.*

*Policy CD-1.14 All new development (including decks and balconies) north of Pudding Creek shall be set back at least 30 feet from the edge of the Old Haul Road and shall be consistent with all other applicable LCP setback requirements.*

It is noteworthy that City Council and the Coastal Commission did not apply this level of visual resource protection to other areas of the Coastal Zone. The City Council could decide to add specific policies to protect visual resources on the Mill Site and south of the Noyo River.

**ENVIRONMENTAL ANALYSIS:**

An LCP amendment is exempt from CEQA per State law. Any amendments to the City's Inland General Plan or Inland zoning code would require a CEQA determination.

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

Not applicable.

**COMMUNITY OUTREACH**

The CDC discussed this item at meetings on March 2, 2026 and April 15, 2026.

**ALTERNATIVES:**

Provide further direction.

Take no action.

**ATTACHMENTS:**

None

**NOTIFICATION:**

"Notify Me" City Council Agenda



# City of Fort Bragg

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

## Text File

File Number: 26-203

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**Agenda Date:** 4/27/2026

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8C.

Receive Extreme Weather Shelter 25/26 Season Report



## CITY COUNCIL STAFF REPORT

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**TO:** City Council **DATE:** April 27, 2026

**DEPARTMENT:** Police Department

**PREPARED BY:** Eric Swift, Police Chief

**PRESENTER:** Eric Swift, Police Chief

**AGENDA TITLE:** Extreme Weather Shelter 25/26 Season Report

### RECOMMENDATION

Receive report.

### BACKGROUND

The Fort Bragg Police Department operates the City's Extreme Weather Shelter (EWS), which is an overflow shelter of the Hospitality House for unhoused individuals during extreme weather events.

### DISCUSSION AND ANALYSIS

This is the fourth winter the Fort Bragg Police Department Care Response Unit has operated the Extreme Weather Shelter (EWS). This was the third year we have received funding through Mendocino County and the State of California Homeless Housing, Assistance and Prevention (HHAP) grant.

The EWS was in operation from November 1, 2025 through March 31, 2026. The rules of EWS are the same as those of the Hospitality House – no fighting, no drugs, no alcohol, and you must be in your room by a certain time. Parameters to open the EWS are: more than 0.1 inch of precipitation is expected from 10:00 PM through 6:00 AM, or temperature is predicted to be below 40 degrees during those same hours.

Every day at noon of the EWS season, a Care Response Unit team member checks the National Weather Service (Eureka) forecast for the next 18 hours. If predicted conditions are expected to meet the aforementioned thresholds, Hospitality House is notified EWS will be open, at 12:00 pm daily. A CRU team member responds to Hospitality House during the daily check-in, and enrolls those not able to get a bedspace in the Hospitality House. This provides an opportunity for CRU team members to work with the unhoused population and begin to work on more permanent solutions. Also, room checks were conducted throughout the season to ensure clients were utilizing the program, as intended.

During 25/26 operational window of EWS, Fort Bragg experienced a typical winter with 10 days experiencing a low temperature of below 40 degrees and total rainfall of over 36 inches.

AGENDA ITEM NO. 8C

This resulted in the EWS being open 39 nights and housing 71 unique individuals. In total, 233 hotel rooms were issued to 71 people. With the decreased usage, only 2 calls for police service were generated at the hotel as a result of EWS.

This was a 53% decrease in nights open and a 64% decrease in total hotel rooms used as compared to the 24/25 season where the EWS being open 83 nights and housing 107 unique individuals. In total, 644 hotel rooms were issued to 107 people. Despite the increased usage, only 8 calls for police service were generated at the hotel as a result of EWS. This was a 8% increase in nights open and a 105% increase in total hotel rooms used as compared to the 23/24 season.

During the 2024–2025 winter season, Atmospheric River events (El Niño) significantly impacted the Fort Bragg area, bringing prolonged heavy rainfall, flooding risks, and colder, wetter conditions. These extreme weather conditions increased the immediate need for emergency shelter, particularly for unsheltered individuals at high risk of exposure.

In contrast, the 2025–2026 season did not experience comparable atmospheric river events. Weather conditions were relatively milder and less hazardous, resulting in reduced immediate risk to unsheltered populations, lower demand for emergency motel placements, and fewer overnight weather conditions meeting program criteria activation.

## **SUCCESSFUL IMPLEMENTATIONS**

With the remaining funding from the 24/25 season, the Care Response Unit made a call to action to implement community volunteers to assist with processing intakes during weekend operations, with the goal of reducing the cost of staff time and reallocating funding towards motel voucher overhead. Following staffing, onboarding, and training, volunteers began operations in early January, and as the weather allowed. Out of a total of 24 days available over the weekend, EWS was open for a total of 6. Volunteers worked a total of 4 days with an estimated 2 hours to process intakes. In total, \$400.60 in costs that would have been used for staff time were able to be reallocated in support of extending remaining funds from the previous season to last until March.

The Care Response Unit continues to utilize available programs, such as Homeward Bound, to connect individuals with stable support systems. During this winter season, CRU re-engaged with an individual previously contacted for illegal camping and substance use-related concerns from the 2024-2025 EWS season. Over the past year, the individual participated in inpatient treatment but experienced a relapse and returned to the Fort Bragg community.

CRU maintained contact, following his return, and provided ongoing support to assist the individual in re-engaging with recovery services. Through coordination with partner agencies, including Mendocino County Social Services, Building Bridges, and Ukiah Recovery Center, CRU facilitated the reactivation of the individual's medical insurance to access detox services. Additionally, CRU utilized the Building Bridges Homeward Bound program to arrange transportation and successfully reconnected the individual with their out-of-state sober living environment within close proximity of their family.

## **FISCAL IMPACT/FUNDING SOURCE**

All expenses are paid for by the HHAP grant administered by Mendocino County.

**ENVIRONMENTAL ANALYSIS:**

Not applicable.

**STRATEGIC PLAN CONSISTENCY**

Goal

**COMMUNITY OUTREACH**

**COUNCIL REVIEW AND RECOMMENDATIONS**

Receive report.

**ALTERNATIVES:**

Not applicable.

**ATTACHMENTS:**

None.

**NOTIFICATION:**

None Applicable

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
LUMOS & ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of March, 2026 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and Lumos and Associates, Inc., 3840 El Dorado Hills Blvd., Ste. 301, El Dorado Hills, CA 95762 (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide 30 Percent Design for the LPP Candidate Surface Improvement Project, as more fully described herein; and

B. 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

C. 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.

D. WHEREAS, the legislative body of the City on March 23, 2026, by Resolution No 2026-5014 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 One Hundred Seventeen Thousand Dollars (\$117,000.00).

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.

2.5 Prevailing Wage Requirements In accordance with California Labor Code Section 1720, this project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Regulation. The Consultant and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

(a) Payment of Prevailing Wages: In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Consultant and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

(b) Legal Working Days: In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

(c) Payroll Records: Pursuant to Labor Code Section 1776, Consultant and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the

requirements of Labor Code Section 1776. Consultant shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(d) Registration with DIR: Consultant and any subcontractor(s) of Consultant shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

### **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 July 31, 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 January 30, 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 Aaron Brusatori 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:  
Lumos & Associates, Inc.  
3840 El Dorado Hills Blvd, Suite  
301  
El Dorado Hills, CA 95762  
916-980-8228

IF TO CITY:  
City Clerk  
City of Fort Bragg  
416 N. Franklin St.  
Fort Bragg, CA 95437  
Tel: 707-961-2823  
Fax: 707-961-2802

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 not 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 brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. 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 work performed by 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.

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 7920.000 *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 7924.510, 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

Signed by:  
*Isaac Whippy*  
50E8C1A52E474A7  
By: \_\_\_\_\_  
Isaac Whippy  
Its: City Manager

Signed by:  
*Dan Stucky*  
447AFB736DD64BB  
By: \_\_\_\_\_  
Dan Stucky, P.E.  
Its: Director of Engineering

ATTEST:

Signed by:  
*Diana Paoli*  
E348FAFF33A740D...  
By: \_\_\_\_\_  
Diana Paoli  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Baron Bettenhausen*  
5B6D1E8925C64D1...  
By: \_\_\_\_\_  
Baron J. Bettenhausen  
City Attorney

**EXHIBIT A**

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



Boise • Carson City • Fallon • Lake Tahoe • Reno • El Dorado Hills • Roseville

**El Dorado Hills**  
 3840 El Dorado Hills Blvd, Suite 301  
 El Dorado Hills, CA 95762  
**LumosInc.com**

March 13, 2026

Chantell O’Neal  
 Assistant Director  
 Engineering Division  
 416 North Franklin Street  
 Fort Bragg, CA 95437  
 Via Email: coneal@fortbraggca.gov

**Subject: 30% Design LPP Candidate Projects - Surface Improvement Projects**

Dear Ms. O’Neal:

Lumos & Associates, Inc. (Lumos) is pleased to provide this proposal for engineering and related services for 30% Design of the LPP Candidate Projects for the City of Fort Bragg.

**Project Understanding**

The City of Fort Bragg would like to develop preliminary design (30% design level) documents to understand the scope of work and projected costs to improve the surface of the identified streets. This effort will improve the competitiveness of the project(s) to capture LPP funding as they will be closer shovel ready. The city would like to apply cost effective improvements to increase the PCI of the streets utilizing LPP funds.

The pavement condition index (PCI) of the subject streets was evaluated in 2021 and is reported in the table below.

Field investigations are critical to define the non-visible subsurface structural conditions and determine appropriate methods to improve the paved surface which will achieve expected design life.

Reporting is requested to quantify the “*Improvement level*” of the method of improvement for each street as described in the Staff Report for the February 23, 2026 Council Meeting. This will determine when City Crews can be utilized and when contractors will be needed to deliver the work.

To facilitate Technical Assistance meetings with CTC in August, the 30% design and estimates must be completed by July 31, 2026.

Streets List:

Street	Length (FT)	PCI (2021)
E. Oak St	6,300	62-82
S. Harrison St	2,600	65
West St	1,400	3
E. Chestnut St	2,800	68-84
Alley N100E	430	8
Alley N300D	430	8
<b>Total</b>	<b>13,960</b>	

**Scope of Work**

**Build for people. Work with purpose. Design to last.**

## 1. Project Management

We will provide project coordination, administration, and quality control. We will coordinate field activities with City staff. We will participate in project meetings with Staff and City Council, and prepare agenda and minutes as needed. Our Project Manager will perform brief check-in calls, approximately twice each month. We will monitor budget and schedule and prepare monthly status reports for inclusion with our monthly invoices.

### Deliverables:

- Kickoff Meeting – agenda, minutes, .pdf
- Virtual Meeting to review Draft Technical Memorandum, .pdf
- 30% Design Review Meeting – agenda, minutes, .pdf
- Bi-Weekly Check-In Calls
- Monthly Status Reports and Invoices, .pdf

## 2. Investigate Existing Conditions

We will review the available master planning documents for Storm Drainage, Water and Sewer to determine if any utilities beneath the subject streets should be improved or replaced prior to surface improvements.

We will dispatch a crew to perform a site walk along each of the subject streets 13, (2.4 miles) to assess surface conditions and identify locations for collection of core samples. We will verify the conditions of the roadways proposed for treatment and identify curb ramps which require ADA compliance upgrades. We will mark USA and then collect 20 core samples for soils testing.

### Field Verification will Include:

- Assessment of each roadway section from surface observations
- Identify streets that meet the criteria for surface treatment
- Identify streets that meet the criteria for rehabilitation or reconstruction
- Identify surface drainage infrastructure
- Identify pedestrian access ramps that need compliance upgrades

### Core Sample Analysis Will Include:

- Identification of asphalt layers
- Identification of structural section thickness
- Subgrade soils properties

### Deliverables:

- Reporting of existing conditions, asphalt layers, structural section and soils properties will be included in the Technical Memorandum.

## 3. Topography

Lumos will utilize aerial imagery to define work limits for each of the subject streets. We will extract topography for Alley N100E from existing ground controlled aerial imagery. Only N100E is included for surface topography due to known surface drainage issues in the Alley. The

aerial imagery will be used to define work limits, identify drainage patterns and utility appurtenances.

Deliverables:

- Aerial imagery for each street
- Surface drainage topography for Alley N100E

#### **4. Technical Memorandum**

With the findings of our site walk, field verifications, review of the master planning documents and soils data, we will prepare a Technical Memorandum (memo). The memo will report the existing conditions and recommend appropriate pavement treatments, quantity of curb ramps which need compliance upgrades and any other pertinent information gathered during our investigation. The memo will include budget estimates will include costs for completion of each street through construction. The memo will be presented to City Staff in draft format for review and comment. Comments from Staff will be incorporated into the final Technical Memorandum. The final document will be used to establish a path forward with a sound foundation of information needed to support the final design after funding is secured.

We will perform an in-person presentation of the Technical Report to the City Council during a regularly scheduled meeting. This will provide and opportunity for the Council and public to learn about the existing conditions and why each pavement treatment was recommended.

Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum
- Presentation to City Council

#### **5. 30% Plans and Estimate**

Using the data collected from our investigations and the information presented in the Technical Memorandum, we will prepare preliminary construction documents to the 30% design level. The plans will include plan sheets for each street with a scale of 1"= 30'. We will include typical details that will describe the recommended pavement treatments for each street. We will identify locations of proposed ADA curb ramp compliance upgrades.

Plans to Include:

- Title/Legend/Details (4 sheets)
- Surface Improvement Plans (8 sheets)
- Details (1 sheets)

Deliverables:

- 30% plans, .pdf
- 30% Quantities, .xls & .pdf
- 30% Engineers Opinion of Probable Construction Costs .pdf



**Task 6 – Project Contingency/Additional Support Services**

The Project Contingency is specifically for additional out-of-scope work and field investigations, as may be required, which are unidentifiable at this time. This task shall be utilized and initiated at the sole discretion of the City and will be performed on a time and materials basis in accordance with the current Lumos fee schedule. Such work may include survey effort to document existing utilities, measure depths to inverts and localized, detailed topography.

**Assumptions / Exceptions**

Lumos has made the following assumptions in preparation of this proposal:

- Storm drain studies are not included.
- If utility replacements are recommended within the work area they will be shown in schematic plan view only.
- No permitting or application work is included with this proposal.
- This proposal does not include final design.
- Prevailing wages have not been assumed by our inspectors/technicians while on site. If prevailing wages are required, the above costs will be adjusted accordingly.

**Schedule**

The Scope of Services can be completed within four (4) months of Notice to Proceed.

	Duration	Start	End
Notice to Proceed	0	4/16/2026	4/16/2026
Project Management	4 Month	4/16/2026	8/14/2026
Investigate Existing Conditions	1 Month	4/17/2026	5/15/2026
Topography	1 Week	4/16/2026	4/23/2026
Technical Memorandum	3 Week	5/18/2026	6/8/2026
30% Plans and Estimate	5 Week	6/8/2026	7/13/2026

**Fees**

The tasks described in the Scope of Services will be completed for the following fees:

Task	Description	Fee
Task 1	Project Management	\$7,650
Task 2	Investigate Existing Conditions	\$65,130
Task 3	Topography	\$6,500
Task 4	Technical Memorandum	\$26,080
Task 5	30% Plans	\$19,640
Task 6	Project Contingency	\$7,000
<b>Total</b>		<b>\$132,000</b>

Traffic Control Credit (\$15,000)  
 Deduction if City crews provide traffic control for Coring Operations. It is estimated at 2 crew members for a week.



Tasks 1 through 5 will be billed as a fixed fee based on percent complete. Task 6 will only be initiated at sole discretion by the City and will be billed on a Time and Materials (T&M) basis. Lumos will be happy to amend this proposal as necessary to provide additional services not included in the above scope of work, or to amend the proposed services to better match the City's needs.

If this proposal is acceptable, Please issue a task order at your earliest opportunity.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns, as we would be happy to discuss them with you.

Sincerely,

A handwritten signature in blue ink that reads 'Aaron Brusatori' written over a horizontal line.

Aaron Brusatori, P.E.  
Project Manager

A handwritten signature in blue ink that reads 'Brian Harer' written over a horizontal line.

Brian Harer,  
Group Manager

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



## COMMENTS/REMARKS

Insurer E: Cyber Liability / Policy #C4NHM084997CYBER2026 / Effective 03/31/2026 - 03/31/2027 - Limit of Liability \$2,000,000 Each Claim.

Continued from Description of Operations Section:

NAMED INSURED: LUMOS & ASSOCIATES, INC.

When Named Insureds operations are performed for Certificate Holder and/or entities listed in Description of Operations on the Acord 25 form pursuant to a valid written contract or agreement executed by the Named Insured prior to loss, in accordance with the noted policy(ies): Additional Insured Status is determined by attached GL Form #CGD379(02/19) and #CGD414(04/08), Auto Form #CAT353(02/15) and #CAT474(02/16); Waiver of Subrogation Status is determined by GL Form #CGD379(02/19), Auto Form #CAT353(02/15), Workers Compensation Form #WC000313 & WC990376 (CA); Primary and Non-Contributory Status is determined by GL Form #CGD414(04/08) and Auto Form #CAT474(02/16). Umbrella/Excess Liability Follows Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|---|

**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
  - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
  - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Personal injury":
  - (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
  - (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

**I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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- i. How, when and where the "occurrence" or offense took place ;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

**1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2.** The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

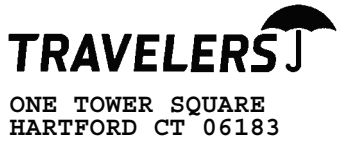
### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: **UB-3P350390-25-43-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

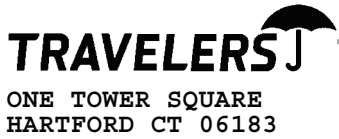
This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A ) - 001

POLICY NUMBER: UB-3P350390-25-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by Jessica L. Carroll



# CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin Street, Fort Bragg, CA 95437  
Phone: (707) 961-2823 Fax: (707) 961-2802  
[www.FortBragg.com](http://www.FortBragg.com)

## CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with Jess Construction for the Police Department Security Retrofit Project dated April 30, 2025, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of April 28, 2025.

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

Signed by:

*Alfredo Huerta*

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Alfredo Huerta

Assistant City Engineer

DATED: February 27, 2026.

EXHIBIT "A"