

**CITY OF REDONDO BEACH  
CITY COUNCIL AGENDA  
Tuesday, January 20, 2026**

**415 DIAMOND STREET, REDONDO BEACH**

**CITY COUNCIL CHAMBER**

**THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBER. MEMBERS OF THE PUBLIC MAY PARTICIPATE IN-PERSON, BY ZOOM, eCOMMENT OR EMAIL.**

**4:30 P.M.- CLOSED SESSION- ADJOURNED REGULAR MEETING  
6:00 P.M.- OPEN SESSION- REGULAR MEETING**

City Council meetings are broadcast live through Spectrum Cable, Channel 8, and Frontier Communications, Channel 41 and/or rebroadcast on Wednesday at 3 p.m. and Saturday at 3 p.m. following the date of the meeting. Live streams and indexed archives of meetings are available via internet. Visit the City's official website at [www.Redondo.org/rbtv](http://www.Redondo.org/rbtv).

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:

<https://redondo.legistar.com/Calendar.aspx>

\*Click "In Progress" hyperlink under Video section of meeting

TO WATCH MEETING LIVE ON YOUTUBE:

<https://www.youtube.com/c/CityofRedondoBeachIT>

TO JOIN THE MEETING VIA ZOOM (FOR PUBLIC INTERESTED IN SPEAKING. OTHERWISE, PLEASE SEE ABOVE TO WATCH/LISTEN TO MEETING):

Register in advance for this meeting:

[https://redondo.zoomgov.com/webinar/register/WN\\_EUCfpV6eQya3PYFTvssxfw](https://redondo.zoomgov.com/webinar/register/WN_EUCfpV6eQya3PYFTvssxfw)

After registering, you will receive a confirmation email containing information about joining the meeting.

If you are participating by phone, be sure to provide your phone # when registering. You will be provided a Toll Free number and a Meeting ID to access the meeting. Note; press # to bypass Participant ID. Attendees will be muted until the public participation period is opened. When you are called on to speak, press \*6 to unmute your line. Note, comments from the public are limited to 3 minutes per speaker.

eCOMMENT: COMMENTS MAY BE ENTERED DIRECTLY ON THE WEBSITE AGENDA PAGE:

<https://redondo.granicusideas.com/meetings>

- 1) Public comments can be entered before and during the meeting.
- 2) Select a SPECIFIC AGENDA ITEM to enter your comment;
- 3) Public will be prompted to Sign-Up to create a free personal account (one-time) and then comments may be added to each Agenda item of interest.
- 4) Public comments entered into eComment (up to 2200 characters; equal to approximately 3 minutes of oral comments) will become part of the official meeting record.

EMAIL: TO PARTICIPATE BY WRITTEN COMMUNICATION, EMAILS MUST BE RECEIVED BEFORE 3:00 P.M. THE DAY OF THE MEETING (EMAILS WILL NOT BE READ OUT LOUD): Written materials pertaining to matters listed on the posted agenda received after the agenda has been published will be added as supplemental materials under the relevant agenda item. Public comments may be submitted by email to [cityclerk@redondo.org](mailto:cityclerk@redondo.org). Emails must be received before 3:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting.

## **4:30 P.M. - CLOSED SESSION - ADJOURNED REGULAR MEETING**

### **A. CALL MEETING TO ORDER**

### **B. ROLL CALL**

### **C. SALUTE TO FLAG AND INVOCATION**

### **D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

*Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.*

### **E. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS AND NON-AGENDA ITEMS**

*This section is intended to provide members of the public with the opportunity to comment on Closed Session Items or any subject that does not appear on this agenda for action. This section is limited to 30 minutes. Each speaker will be afforded three minutes to address the Mayor and Council. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.*

### **F. RECESS TO CLOSED SESSION**

#### **F.1. [CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.](#)**

##### [AGENCY NEGOTIATOR:](#)

[Mike Witzansky, City Manager](#)

[Elizabeth Hause, Community Services Director](#)

[Greg Kapovich, Waterfront & Economic Development Director](#)

##### [PROPERTY:](#)

[Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon](#)

[\(portions of APN #s: 7503-029-900 and 7503-029-903\)](#)

[Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade](#)

##### [NEGOTIATING PARTIES:](#)

[Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.](#)

##### [UNDER NEGOTIATION:](#)

[Price and Terms](#)

#### **F.2. [CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.](#)**

##### [AGENCY NEGOTIATOR:](#)

Mike Witzansky, City Manager  
Greg Kapovich, Waterfront & Economic Development Director  
Elizabeth Hause, Community Services Director  
Jane Chung, Assistant to the City Manager

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon  
239 & 245 N. Harbor Drive, Redondo Beach, CA 90277  
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:

Allen Sanford, BeachLife LLC - LA28 Event

UNDER NEGOTIATION:

Terms

- F.3.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Silas Dettelbach by Guardian Ad Litem, Berna Dettelbach, individually and Spencer Dettelbach, individually v. City of Redondo Beach; and DOES 1-50, inclusive  
Case Number: 24TRCV01457

- F.4.** CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager  
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Police Officers' Association - Police Management Unit

- G. RECONVENE TO OPEN SESSION**
- H. ROLL CALL**
- I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**
- J. ADJOURN TO REGULAR MEETING**

**6:00 PM - OPEN SESSION - REGULAR MEETING**

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO THE FLAG AND INVOCATION**
- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/  
AB 1234 TRAVEL EXPENSE REPORTS**

- D.1. [MAYOR'S COMMENDATION TO THE REDONDO UNION HIGH SCHOOL BOY'S CROSS COUNTRY TEAM FOR WINNING THE 2025 CIF DIVISION ONE STATE CHAMPIONSHIP](#)
- D.2. [CEREMONIAL SWEARING IN OF POLICE CHIEF STEPHEN SPRENGEL](#)
- E. **APPROVE ORDER OF AGENDA**
- F. **AGENCY RECESS**
- G. **BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

*Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.*

- G.1. [For Blue Folder Documents Approved at the City Council Meeting](#)

**H. CONSENT CALENDAR**

*Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any City Council Member may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Council for discussion. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.*

- H.1. [APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JANUARY 20, 2026](#)

**CONTACT:** ELEANOR MANZANO, CITY CLERK

- H.2. [APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA](#)

**CONTACT:** ELEANOR MANZANO, CITY CLERK

- H.3. [APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE](#)

**CONTACT:** ELEANOR MANZANO, CITY CLERK

- H.4. [PAYROLL DEMANDS](#)

[CHECKS 30510-30524 IN THE AMOUNT OF \\$19,522.52, PD. 1/16/26](#)  
[DIRECT DEPOSIT 306125-306744 IN THE AMOUNT OF \\$2,507,684.16, PD. 1/16/26](#)  
[EFT/ACH \\$9,785.75, PD. 12/19/25 \(PP2526\)](#)  
[EFT/ACH \\$471,969.31, PD. 1/12/26 \(PP2526\)](#)

[ACCOUNTS PAYABLE DEMANDS](#)

[CHECKS 123038-123287 IN THE AMOUNT OF \\$3,223,569.19](#)  
[REPLACEMENT DEMANDS 123036-123037](#)

**CONTACT:** STEPHANIE MEYER, FINANCE DIRECTOR

- H.5. [RECEIVE AND FILE THE ANNUAL SINGLE AUDIT REPORT FOR THE FISCAL](#)

YEAR ENDED JUNE 30, 2024

**CONTACT:** STEPHANIE MEYER, FINANCE DIRECTOR

- H.6. ACCEPT AS COMPLETE THE PORTOFINO WAY SEWER PUMP STATION PROJECT, JOB NO. 50210 AND YACHT CLUB WAY SEWER PUMP STATION PROJECT, JOB NO. 50260, AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECTS WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER, AND AUTHORIZE THE RELEASE OF RETENTION UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED ON THE PROJECT AND ACKNOWLEDGE THE ASSESSMENT OF LIQUIDATED DAMAGES FOR 277 DAYS

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.7. APPROVE A THREE-YEAR AGREEMENT WITH YUNEX LLC TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES FOR AN ANNUAL COST OF \$200,612 AND A TOTAL AMOUNT NOT TO EXCEED \$601,836

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.8. APPROVE A THREE-YEAR AGREEMENT WITH WGJ ENTERPRISES, INC., DBA PCI STRIPING, TO PROVIDE CITYWIDE STREET STRIPING SERVICES FOR A TOTAL COST NOT TO EXCEED \$700,000

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.9. APPROVE A SECOND AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC. TO EXTEND THE TERM THROUGH JANUARY 22, 2028 AND INCREASE THE CONTRACT AMOUNT BY \$100,000 FOR A NEW NOT TO EXCEED TOTAL OF \$350,000

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.10. REJECT ALL BIDS FOR THE PALLET SHELTER EXPANSION 2025 PROJECT, JOB NO. 2200/2201 AND DIRECT STAFF TO REVISE THE SCOPE OF THE PROJECT AND RE-ADVERTISE THE UPDATED CONSTRUCTION DOCUMENTS

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

- H.11. APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE FOR TOBACCO GRANT PROGRAM FUNDS IN THE AMOUNT OF \$43,872 FOR THE TERM NOVEMBER 21, 2025 THROUGH JUNE 30, 2029 FOR TOBACCO RELATED ENFORCEMENT ACTIVITIES

ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2601-004 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$43,872 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO GRANT PROGRAM, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF JUSTICE FOR THE TOBACCO GRANT PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

ADOPT BY 4/5THS VOTE AND TITLE ONLY, RESOLUTION NO. CC-2601-005 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE \$43,872 IN STATE OF CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM AWARD FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

**CONTACT:** STEPHEN SPRENGEL, CHIEF OF POLICE

- H.12.** APPROVE THE AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY AND PREVENTATIVE MAINTENANCE FOR NINE ZOLL X SERIES DEFIBRILLATORS/HEART MONITORS FOR AN AMOUNT NOT TO EXCEED \$39,528 AND THE TERM FEBRUARY 1, 2026 TO JANUARY 31, 2029

**CONTACT:** PATRICK BUTLER, FIRE CHIEF

- H.13.** APPROVE A SIDE LETTER AGREEMENT AMENDING THE JULY 1, 2024 TO JUNE 30, 2028 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH FIREFIGHTERS' ASSOCIATION AMENDING ARTICLE XI AND ADDING SECTION 25, TITLED STRIKE TEAM DEPLOYMENTS

**CONTACT:** DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

- H.14.** APPROVE LEASES AND ADDENDUMS FOR FIVE (5) SINGLE ROOM OCCUPANCY UNITS TO SERVE AS BRIDGE HOUSING FOR PEOPLE EXPERIENCING HOMELESSNESS FROM THE BEACH CITIES FOR THE AMOUNT NOT TO EXCEED \$27,321.25 FOR THE TERM OF FEBRUARY 1, 2026 THROUGH JUNE 30, 2026. LOCATED AT 126 WEST D STREET, WILMINGTON, CALIFORNIA 90744 BETWEEN THE CITY OF REDONDO BEACH AND SWAMI INTERNATIONAL

APPROVE AMENDMENT FOR THIRTEEN (13) LEASES, A LEASE SWAP FOR UNIT 17 TO UNIT 23 ALONG WITH A MUTUAL RESCISSION AND RELEASE AGREEMENT FOR UNIT 17

**CONTACT:** JOY A. FORD, CITY ATTORNEY  
STEPHANIE JOHNSON, QUALITY OF LIFE PROSECUTOR

- H.15.** RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY THE CITY COUNCIL ON JUNE 10, 2025

**CONTACT:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

**I. EXCLUDED CONSENT CALENDAR ITEMS**

**J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

*This section is intended to provide members of the public with the opportunity to comment on any subject that does not appear on this agenda for action. This section is limited to 30 minutes. Each speaker will be afforded three minutes to address the Mayor and Council. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.*

- J.1.** For eComments and Emails Received from the Public

**K. EX PARTE COMMUNICATIONS**

*This section is intended to allow all elected officials the opportunity to reveal any disclosure or ex parte communication about the following public hearings*

**L. PUBLIC HEARINGS**

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

**N. ITEMS FOR DISCUSSION PRIOR TO ACTION**

**N.1. DISCUSSION AND POSSIBLE ACTION ON THE GENERAL PLAN-LAND USE ELEMENT UPDATE WITH A FOCUS ON THE BUILDING INTENSITY (FLOOR AREA RATIO) LIMITS FOR THE PUBLIC/INSTITUTIONAL (PI) AND "OTHER" NON-RESIDENTIAL GENERAL PLAN LAND USE DESIGNATIONS**

**CONTACT:** MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

**N.2. DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED SECOND AMENDMENT TO THE CITY'S SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, TO EXTEND THE TERM AND TO MODIFY RATE STRUCTURES, CERTAIN SOLID WASTE PROGRAMS, AND OTHER TERMS OF THE AGREEMENT**

**CONTACT:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

**N.3. DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES WITH GRIFFIN STRUCTURES, INC. TO SERVE AS THE CITY'S OWNER'S REPRESENTATIVE AND PROGRAM MANAGER THROUGHOUT PHASE 1 OF THE PROGRESSIVE DESIGN BUILD PROCESS ASSOCIATED WITH MEASURE FP IMPLEMENTATION FOR A COST OF \$877,000, AND A NEW NOT TO EXCEED CONTRACT TOTAL AMOUNT OF \$1,027,000, FOR THE TERM JANUARY 20, 2026 TO SEPTEMBER 30, 2027**

APPROVE A REQUEST FOR QUALIFICATIONS/PROPOSALS FOR PROGRESSIVE DESIGN BUILD SERVICES TO RECONSTRUCT FIRE STATIONS 1 AND 2

APPROVE A REQUEST FOR QUALIFICATIONS/PROPOSALS FOR PROGRESSIVE DESIGN BUILD SERVICES TO REBUILD THE POLICE DEPARTMENT HEADQUARTERS AND RENOVATE THE POLICE ANNEX FACILITY

**CONTACT:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

**O. CITY MANAGER ITEMS**

**P. MAYOR AND COUNCIL ITEMS**

**P.1. APPROVE LETTER TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) REGARDING THE CITY'S SUPPORT OF THE HAWTHORNE ALTERNATIVE FOR THE PROPOSED C LINE EXTENSION TO TORRANCE PROJECT**

**CONTACT:** JOY A. FORD, CITY ATTORNEY

**Q. MAYOR AND COUNCIL REFERRALS TO STAFF**

**R. RECESS TO CLOSED SESSION**

**R.1.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager  
Elizabeth Hause, Community Services Director  
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon  
(portions of APN #s: 7503-029-900 and 7503-029-903)  
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

NEGOTIATING PARTIES:

Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

UNDER NEGOTIATION:

Price and Terms

**R.2.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager  
Greg Kapovich, Waterfront & Economic Development Director  
Elizabeth Hause, Community Services Director  
Jane Chung, Assistant to the City Manager

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon  
239 & 245 N. Harbor Drive, Redondo Beach, CA 90277  
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:

Allen Sanford, BeachLife LLC - LA28 Event

UNDER NEGOTIATION:

Terms

**R.3.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Silas Dettelbach by Guardian Ad Litem, Berna Dettelbach, individually and Spencer Dettelbach, individually v. City of Redondo Beach; and DOES 1-50, inclusive  
Case Number: 24TRCV01457

**R.4.** CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Police Officers' Association - Police Management Unit

**S. RECONVENE TO OPEN SESSION**

**T. ADJOURNMENT**

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, February 3, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



# Administrative Report

---

F.1., File # 26-0082

Meeting Date: 1/20/2026

---

## **TITLE**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

Greg Kapovich, Waterfront & Economic Development Director

## **PROPERTY:**

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon  
(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

## **NEGOTIATING PARTIES:**

Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

## **UNDER NEGOTIATION:**

Price and Terms



# Administrative Report

---

F.2., File # 26-0086

Meeting Date: 1/20/2026

---

## **TITLE**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Elizabeth Hause, Community Services Director

Jane Chung, Assistant to the City Manager

## **PROPERTY:**

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon

239 & 245 N. Harbor Drive, Redondo Beach, CA 90277

(portions of APN #s: 7503-029-900 and 7503-029-903)

## **NEGOTIATING PARTIES:**

Allen Sanford, BeachLife LLC - LA28 Event

## **UNDER NEGOTIATION:**

Terms



# Administrative Report

---

F.3., File # 26-0053

Meeting Date: 1/20/2026

---

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Silas Dettelbach by Guardian Ad Litem, Berna Dettelbach, individually and Spencer Dettelbach, individually v. City of Redondo Beach; and DOES 1-50, inclusive

Case Number: 24TRCV01457



# Administrative Report

---

F.4., File # 26-0071

Meeting Date: 1/20/2026

---

## **TITLE**

CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

## **AGENCY NEGOTIATOR:**

Mike Witzansky, City Manager

Diane Strickfaden, Director of Human Resources

## **EMPLOYEE ORGANIZATIONS:**

Redondo Beach Police Officers' Association - Police Management Unit



# Administrative Report

---

D.1., File # 26-0076

Meeting Date: 1/20/2026

---

**TITLE**

MAYOR'S COMMENDATION TO THE REDONDO UNION HIGH SCHOOL BOY'S CROSS COUNTRY TEAM FOR WINNING THE 2025 CIF DIVISION ONE STATE CHAMPIONSHIP



# Administrative Report

---

D.2., File # 26-0083

Meeting Date: 1/20/2026

---

**TITLE**

CEREMONIAL SWEARING IN OF POLICE CHIEF STEPHEN SPRENGEL



# Administrative Report

---

G.1., File # 26-0077

Meeting Date: 1/20/2026

---

**TITLE**

*For Blue Folder Documents Approved at the City Council Meeting*



# Administrative Report

H.1., File # 26-0078

Meeting Date: 1/20/2026

To: MAYOR AND CITY COUNCIL  
From: ELEANOR MANZANO, CITY CLERK

**TITLE**

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF JANUARY 20, 2026

**EXECUTIVE SUMMARY**

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) SS  
CITY OF REDONDO BEACH        )

## AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations indicated below.

Legislative Body	City Council	
Posting Type	Adjourned & Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277	
	✓ Adjacent to Council Chambers	
Meeting Date & Time	January 20, 2026	4:30 Closed Session 6:00 p.m. Open Session

As City Clerk of the City of Redondo Beach, I declare, under penalty of perjury, the document noted above was posted at the date displayed below.

*Eleanor Manzano, City Clerk*

Date: January 16, 2026



# Administrative Report

---

H.2., File # 26-0079

Meeting Date: 1/20/2026

---

**TITLE**

APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA



# Administrative Report

---

H.3., File # 26-0080

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** ELEANOR MANZANO, CITY CLERK

**TITLE**

APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

**EXECUTIVE SUMMARY**

Approval of Council Minutes

**APPROVED BY:**

*Eleanor Manzano, City Clerk*



# Administrative Report

---

H.4., File # 25-1728

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** STEPHANIE MEYER, FINANCE DIRECTOR

## **TITLE**

### PAYROLL DEMANDS

CHECKS 30510-30524 IN THE AMOUNT OF \$19,522.52, PD. 1/16/26

DIRECT DEPOSIT 306125-306744 IN THE AMOUNT OF \$2,507,684.16, PD. 1/16/26

EFT/ACH \$9,785.75, PD. 12/19/25 (PP2526)

EFT/ACH \$471,969.31, PD. 1/12/26 (PP2526)

### ACCOUNTS PAYABLE DEMANDS

CHECKS 123038-123287 IN THE AMOUNT OF \$3,223,569.19

REPLACEMENT DEMANDS 123036-123037

## **EXECUTIVE SUMMARY**

Approval of Payroll and Accounts Payable

## **ATTACHMENTS**

- 01202026\_RECOMMENDATION\_TO\_APPROVE
- 01202026\_VENDOR\_INVOICE\_LIST

**RECOMMENDATION TO APPROVE  
PAYROLL AND ACCOUNTS PAYABLE  
COUNCIL MEETING JANUARY 20, 2026**

**a. Payroll Demands**

- Checks 30510-30524, \$19,522.52, Pd.1/16/26
- Direct Deposit 306125-306744, \$2,507,684.16, Pd.1/16/26
- EFT/ACH \$9,785.75, Pd. 12/19/25 (PP2526)
- EFT/ACH \$471,969.31, Pd. 1/12/26 (PP2526)

**b. Accounts Payable Demands**

- Checks 123038-123287, \$3,223,569.19

**Replacement Demands**

<b>123036</b>	<b>Stellen Design LLC (Replaced ck #122883-Destroyed)</b>	<b>\$5,250.00</b>
<b>123037</b>	<b>AT&amp;T (Replaced ck #109082-Stale)</b>	<b>\$165.00</b>

**I hereby approve and authorize for payment the above demands.**

*Mike Witzansky*  
*City Manager*

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
12675 #1 ALL SAFE & SECURE											
12-25-CRB		12/31/2025	10331951	01202026	123038	280.00	01/12/2026	INV	PD	FINGERPRINTS DECEMBER 202	
8892 3V SIGNS & GRAPHICS, LLC.											
16079		01/05/2026	10332204	01202026	123039	165.38	01/07/2026	INV	PD	CONSTRUCTION SITE SIGNS	
45 ACCO ENGINEERED SYSTEMS INC											
20767950	7241	12/15/2025	10331933	01202026	123040	18,575.00	01/15/2026	INV	PD	RBPAC CHILLER REPAIRS	
5820 ADMINISURE											
18471		12/15/2025	10331852	01202026	123041	12,200.00	01/12/2026	INV	PD	GL & WC JANUARY 2025	
15018 AGILE BRIDGE CLUB											
123025DECEMBER2025		01/08/2026	10332413	01202026	123042	609.70	01/08/2026	INV	PD	123025 DECEMBER2025 SENIO	
8759 ALAN'S LAWNMOWER & GARDEN CENTER											
108419		12/29/2025	10332136	01202026	123043	80.75	01/12/2026	INV	PD	PARKS - HEAVY DUTY TAP HE	
113156		12/02/2025	10332134	01202026	123043	254.37	01/12/2026	INV	PD	PARKS - OIL FILTER; SYNTH	
115382		12/18/2025	10332135	01202026	123043	282.31	01/12/2026	INV	PD	PARKS - WE LINE .095 3 PO	
CM112421		11/25/2025	10332130	01202026	123043	-291.50	11/25/2025	CRM	PD	CREDIT ON INVOICE 111821	
						325.93					
12753 ALESHIRE & WYNDER LLP											
101635		12/10/2025	10332431	01202026	123044	4,176.25	01/12/2026	INV	PD	11/25 SB-9 Legal Fees	
14784 ALEXANDER CONSTRUCTION AND ENGINEERING											
202500247		01/06/2026	10332129	01202026	123045	3,000.00	01/12/2026	INV	PD	REFUND DEPOSIT FEE 202500	
12747 ALL CITY MANAGEMENT SERVICES INC											
105556	7113	12/10/2025	10332373	01202026	123046	3,837.72	01/12/2026	INV	PD	CROSSING GUARD SERVICES 1	
105810	7113	12/23/2025	10332374	01202026	123046	7,649.34	01/12/2026	INV	PD	CROSSING GUARD SERVICES 1	
						11,487.06					
11750 ALLIED UNIVERSAL SECURITY SERVICES											
179090		01/10/2026	10332479	01202026	123047	1,899.31	01/10/2026	INV	PD	USHER SERVICES FOR SRR: B	
181821		01/10/2026	10332480	01202026	123047	6,337.14	01/10/2026	INV	PD	USHER SERVICES FOR DAKSHI	
186868		01/10/2026	10332481	01202026	123047	32,572.69	01/10/2026	INV	PD	USHER SERVICES FOR DADA H	
						40,809.14					
131 ALLSTAR FIRE EQUIPMENT INC											
269157		12/10/2025	10331722	01202026	123048	2,134.00	01/12/2026	INV	PD	UNIFORMS - BRUSH COATS	
144 AMERICAN CITY PEST CONTROL INC.											

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
42681		11/13/2025	10332192	01202026	123049	125.00	01/12/2026	INV	PD	PEST QUARTERLY - AVIATION	
876593		11/24/2025	10332194	01202026	123049	125.00	01/12/2026	INV	PD	WILDERNESS PARK QUARTERLY	
PEST-11-12 2025		12/31/2025	10332458	01202026	123049	1,202.00	01/30/2026	INV	PD	NOV-DEC '25 PEST CONTROL-	
PESTFAC 11-12/25		12/31/2025	10332031	01202026	123049	1,879.00	01/12/2026	INV	PD	PEST-FAC 11 - 12/25	
						<b>3,331.00</b>					
12924 AMERICAN GUARD SERVICES INC											
INV181597	7060	01/06/2026	10332141	01202026	123050	16,023.15	01/12/2026	INV	PD	American Guard Services N	
176 AMERICAN TEXTILE MAINTENANCE COMPANY											
21352324	7019	12/12/2025	10332016	01202026	123051	292.51	01/20/2026	INV	PD	JAIL FACILITY LINEN SERVI	
21354296	7019	12/16/2025	10332017	01202026	123051	264.76	01/20/2026	INV	PD	JAIL FACILITY LINEN SERVI	
21356431	7019	12/19/2025	10332019	01202026	123051	267.23	01/20/2026	INV	PD	JAIL FACILITY LINEN SERVI	
21358322	7019	12/23/2025	10332020	01202026	123051	290.05	01/20/2026	INV	PD	JAIL FACILITY LINEN SERVI	
21360384	7019	12/26/2025	10332022	01202026	123051	292.51	01/20/2026	INV	PD	JAIL FACILITY LINEN SERVI	
21362430	7019	12/30/2025	10332023	01202026	123051	264.76	01/20/2026	INV	PD	JAIL FACILITY LINEN SERVI	
21364656	7019	01/02/2026	10332028	01202026	123051	273.21	01/20/2026	INV	PD	FY25-26 JAIL FACILITY LIN	
21366566	7019	01/06/2026	10332114	01202026	123051	264.76	01/08/2026	INV	PD	FY25-26 JAIL FACILITY LIN	
						<b>2,209.79</b>					
3634 ANDERSON, JOHN											
11301203ANDERSON		01/07/2026	10332248	01202026	123052	301.00	01/07/2026	INV	PD	PIER DIEM POST MANAGEMENT	
213 AQUA-FLO											
S12666513		12/15/2025	10332037	01202026	123053	1,558.53	01/12/2026	INV	PD	IRRIGATION SUPPLIES - PAR	
SCM0209737		11/04/2025	10331851	01202026	123053	-432.46	12/04/2025	CRM	PD	CREDIT MEMO FOR INV#SI264	
SI2643860		11/04/2025	10331848	01202026	123053	461.81	12/04/2025	INV	PD	IRRIGATION SUPPLIES FOR P	
SI2643868		11/04/2025	10331853	01202026	123053	504.83	12/04/2025	INV	PD	IRRIGATION SUPPLIES FOR P	
SI2657150		12/03/2025	10331870	01202026	123053	23.12	01/03/2026	INV	PD	IRRIGATION SUPPLIES FOR P	
SI2657167		12/01/2025	10331872	01202026	123053	659.98	01/01/2026	INV	PD	IRRIGATION SUPPLIES FOR P	
SI2658626		12/10/2025	10331869	01202026	123053	242.83	01/10/2026	INV	PD	IRRIGATION SUPPLIES FOR P	
SI2661313		12/10/2025	10331868	01202026	123053	627.82	01/10/2026	INV	PD	IRRIGATION SUPPLIES FOR P	
SI2664163		12/15/2025	10331856	01202026	123053	133.99	01/15/2026	INV	PD	IRRIGATION SUPPLIES FOR P	
						<b>3,780.45</b>					
2825 AT&T											
120125-3393437028		12/01/2025	10332364	01202026	123054	48.17	01/01/2026	INV	PD	MONTHLY FEES ACCOUNT 339	
120125-3393437030		12/01/2025	10332365	01202026	123054	48.17	01/01/2026	INV	PD	MONTHLY FEES ACCOUNT 339	
120725-3107968643		12/07/2025	10332372	01202026	123054	143.87	12/30/2025	INV	PD	MONTHLY FEES ACCOUNT 310	
						<b>240.21</b>					
15139 AT&T MOBILITY											
X01042026		12/26/2025	10331975	01202026	123055	122.22	01/21/2026	INV	PD	FIRSTNET MOBILE HOTSPOT	
8029 ATHENS SERVICES											
20881403	7058	01/01/2026	10332420	01202026	123057	8,504.16	01/12/2026	INV	PD	PIER COMPACTOR ROLL-OFF S	
20881435	7058	01/01/2026	10332414	01202026	123057	195.22	01/12/2026	INV	PD	PIER COMPACTOR ROLL-OFF S	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
20881571	7078	01/01/2026	10332412	01202026	123056	462,633.40	01/12/2026	INV	PD	TRASH SERVICE-RESIDENTIAL
283 B.L. WALLACE DISTRIBUTOR, INC.						471,332.78				
20254883		11/07/2025	10331974	01202026	123058	1,950.81	01/10/2026	INV	PD	LIDS: TRAFIC SIGNALS; COMMS;
8800 BALLARD & BALLARD INVESTIGATIONS										
2026-001		01/06/2026	10332066	01202026	123059	5,274.40	01/12/2026	INV	PD	BACKGROUND INVESTIGATIONS
8688 BAVCO BACKFLOW APPARATUS & VALVE COMPANY										
362127	7226	10/29/2025	10331704	01202026	123060	5,280.00	01/12/2026	INV	PD	BACKFLOW VALVE INSPECTION
366883		12/02/2025	10331888	01202026	123060	95.00	01/02/2026	INV	PD	REPAIR LEAKING BACKFLOW A
5439 BEAR CONTRACTORS INC.						5,375.00				
70492		12/22/2025	10332076	01202026	123061	915.00	01/12/2026	INV	PD	ANNUAL FIRE ALARM TEST -
70493		12/22/2025	10332077	01202026	123061	775.00	01/12/2026	INV	PD	ANNUAL FIRE ALARM TEST -
384 BILL'S SOUND SYSTEMS, INC.						1,690.00				
47161		01/06/2026	10332138	01202026	123062	995.00	01/12/2026	INV	PD	RBTC Fire Alarm Inspectio
47181		12/18/2025	10331912	01202026	123062	65.00	01/17/2026	INV	PD	PIER SECURITY CODE CHANGE
47191		12/24/2025	10332027	01202026	123062	452.00	01/12/2026	INV	PD	PUBLIC WORKS ADMIN BUILDI
12925 BKF ENGINEERS						1,512.00				
25121753	6945	01/01/2026	10332169	01202026	123063	64,288.00	01/08/2026	INV	PD	TS COMMUN. NETWORK SYSTEM
11059 BLACKSTONE PUBLISHING										
2219649		12/02/2025	10332153	01202026	123064	403.88	01/14/2026	INV	PD	AUDIOVISUAL
3121 BLUE DIAMOND										
4442129		12/15/2025	10332147	01202026	123065	947.82	01/12/2026	INV	PD	STREETS - SHEET ASPHALT;
4442253		12/15/2025	10332144	01202026	123065	122.93	01/12/2026	INV	PD	STREETS - SHEET ASPHALT
4445759		12/20/2025	10331913	01202026	123065	1,679.51	01/10/2026	INV	PD	AC FINE, SHEET ASPHALT 12
11112 BLUE360 MEDIA, LLC						2,750.26				
IN2510273180		12/19/2025	10332375	01202026	123066	148.95	01/08/2026	INV	PD	CA VEHICLE CODE BOOKS 202
15442 BURK, LORRAINE										
121525		12/15/2025	10332367	01202026	123067	1,000.00	01/12/2026	INV	PD	12/25 L. Burk PD Loss Cla
15439 BURNS, FELISHA										

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
196477		01/08/2026	10332421	01202026	123068	400.00	01/08/2026	INV	PD	REFUND 196477 AV RETURN D	
496 CALACT											
2026-262		01/06/2026	10332137	01202026	123069	880.00	01/12/2026	INV	PD	CALACT 2026 Membership	
4075 CALIFA GROUP											
8864		12/15/2025	10332152	01202026	123070	21,058.49	01/14/2026	INV	PD	ELECTRONIC RESOURCES	
5199 CALIFORNIA TRAFFIC CON.											
202500190		01/06/2026	10332133	01202026	123071	325.00	01/12/2026	INV	PD	REFUND DEPOSIT FEE PERMIT	
12923 CAM PROPERTY SERVICES											
125269	7101	01/06/2026	10332142	01202026	123072	24,255.28	01/12/2026	INV	PD	CAM Property Services Dec	
12246 CANINE DEPLOYMENT STRATEGIES											
275	7023	12/19/2025	10332336	01202026	123073	2,133.32	01/18/2026	INV	PD	12/2025 K9 TRAINING	
15028 CANON USA INC											
6014197567	6916	01/06/2026	10332080	01202026	123074	459.90	01/06/2026	INV	PD	PER PAGE COPY CHARGES FOR	
6014207658	6916	01/06/2026	10332082	01202026	123074	56.60	01/06/2026	INV	PD	PER PAGE COPY CHARGES FOR	
6014208657	6916	01/06/2026	10332083	01202026	123074	39.75	01/06/2026	INV	PD	PER PAGE COPY CHARGES FOR	
						556.25					
620 CASHIER-CDFA											
2025QUARTER4		01/08/2026	10332410	01202026	123075	1,100.00	01/08/2026	INV	PD	2025QUARTER4 CDFA RB FARM	
15020 CENGAGE LEARNING INC											
999101505439		09/26/2025	10332165	01202026	123076	87.22	01/14/2026	INV	PD	BOOKS	
999101765943		12/05/2025	10332162	01202026	123076	161.28	01/14/2026	INV	PD	BOOKS	
999101765944		12/05/2025	10332161	01202026	123076	228.75	01/14/2026	INV	PD	BOOKS	
999101767208		12/05/2025	10332158	01202026	123076	96.27	01/14/2026	INV	PD	BOOKS	
999101777300		12/11/2025	10332155	01202026	123076	134.99	01/14/2026	INV	PD	books	
999101780774		12/12/2025	10332154	01202026	123076	86.40	01/14/2026	INV	PD	books	
999101808748		12/23/2025	10332172	01202026	123076	57.60	01/22/2026	INV	PD	BOOKS	
						852.51					
660 CHARLES ABBOTT ASSOCIATES INC											
69793	7108	01/08/2026	10332270	01202026	123077	6,863.75	01/08/2026	INV	PD	NPDES PROFESSIONAL SERVIC	
13000 CHARTER COMMUNICATIONS											
187587301122125		12/21/2025	10332361	01202026	123078	149.99	01/12/2026	INV	PD	MONTHLY FEES ACCOUNT 1875	
188420501122125		12/21/2025	10332377	01202026	123078	268.24	01/12/2026	INV	PD	MONTHLY FEES ACCOUNT 1884	
						418.23					
705 CITY OF REDONDO BEACH											

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
12/20/2025		11/26/2025	10331919	01202026	123079	274,661.89	01/12/2026	INV	PD	WC 11/03/2025 - 11/26/202	
12873 CJ CONCRETE CONSTRUCTION INC											
CJ12162025	6919	10/30/2025	10332057	01202026	123080	1,222.60	01/08/2026	INV	PD	CITYWIDE SIDEWALK REPLACE	
CJ12162025.A		10/30/2025	10332056	01202026	123080	27,608.30	01/08/2026	INV	PD	RETENTION	
						28,830.90					
725 CLEAN ENERGY											
CE12822169	7056	01/06/2026	10332105	01202026	123081	23,934.20	01/12/2026	INV	PD	Nov 2025 CNG FUEL FOR TRA	
CE12824274		12/15/2025	10331735	01202026	123081	4,098.93	01/20/2026	INV	PD	CNG M&O NOVEMBER 2025	
CE12826283	7056	01/06/2026	10332108	01202026	123081	22,147.73	01/12/2026	INV	PD	CNG Dec 2025 FUEL FOR TRA	
						50,180.86					
12849 CLEAR INC											
December2025		01/01/2026	10332442	01202026	123082	9,102.50	01/12/2026	INV	PD	12/25 Services	
15452 COAST LAW GROUP LLP											
37331		12/05/2025	10332540	01202026	123083	1,742.50	01/12/2026	INV	PD	11/25 Mero C Line Extensi	
11907 COBRA-ADVANTAGE ADMINISTRATORS											
191251		11/30/2025	10331867	01202026	123084	546.00	01/12/2026	INV	PD	BENEFITS - PARICIPANT FEE	
11863 COMMUNICATION STRATEGIES											
4117	7052	01/06/2026	10332092	01202026	123085	656.25	01/06/2026	INV	PD	PROVIDE TECH CONSULT SERV	
10780 COMPANY NURSE, LLC											
42854		12/31/2025	10331952	01202026	123086	344.00	01/12/2026	INV	PD	COMPANY NURSE TRIAGE SERV	
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS											
25120803470		12/08/2025	10332047	01202026	123087	3,957.07	01/12/2026	INV	PD	SHARE OF TRAFFIC SIGNAL M	
10214 CRAFTCO, INC.											
9403618517		12/08/2025	10332113	01202026	123088	1,754.41	01/12/2026	INV	PD	ASPHALT 5 GAL PAIL - STRE	
14542 CUBIC ONE LLC											
E2025-182		01/06/2026	10332058	01202026	123089	2,082.00	01/12/2026	INV	PD	REFUND DEPOSIT FEE E2025-	
887 CUES											
970055898		10/15/2025	10332304	01202026	123090	1,745.03	11/15/2025	INV	PD	SOFTWARE SUPPORT PLAN FOR	
8372 CULLIGAN OF SANTA ANA											
2028468		12/31/2025	10332325	01202026	123091	105.55	01/20/2026	INV	PD	01/2026 WATER SERVICE INV	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
2029034		12/31/2025	10332013	01202026	123091	35.56	01/19/2026	INV	PD	EQUIPMENT - REVERSE OSMOS	
2029091		12/31/2025	10332327	01202026	123091	159.65	01/20/2026	INV	PD	01/2026 WATER SERVICE DIS	
14464 DAN BOYLE & ASSOCIATES LLC						300.76					
227-05	6612	01/06/2026	10332104	01202026	123092	1,100.00	01/12/2026	INV	PD	General Transit Technical	
8839 DANCE 1 STUDIO											
12182025		01/10/2026	10332483	01202026	123093	585.07	01/10/2026	INV	PD	PARTIAL REFUND - DANCE 1	
919 DANIELS TIRE SERVICE											
200553283		10/24/2025	10332119	01202026	123094	1,411.11	01/20/2026	INV	PD	STOCK TIRES - PD VEHICLES	
200554725		11/05/2025	10332117	01202026	123094	3,209.81	01/20/2026	INV	PD	STOCK TIRES - FIRE TRUCK	
200557004		12/04/2025	10331881	01202026	123094	1,668.67	01/20/2026	INV	PD	UNIT 121-17 TIRES	
200557067		12/03/2025	10331879	01202026	123094	823.32	01/20/2026	INV	PD	UNIT 121-17 TIRES	
200557260		12/04/2025	10331880	01202026	123094	2,885.44	01/20/2026	INV	PD	FIRE TRUCK TIRES	
200558076		12/15/2025	10332118	01202026	123094	418.36	01/20/2026	INV	PD	STOCK TIRES	
6062 DAVE BANG ASSOCIATES, INC.						10,416.71					
CA59776		11/10/2025	10332035	01202026	123095	1,041.05	01/12/2026	INV	PD	BEVERLY PARKETTE REPLACEM	
938 DDS PLUMBING											
40165		01/08/2026	10332382	01202026	123096	1,403.75	01/12/2026	INV	PD	12.9.25 toilet work rbtc	
956 DELTA DENTAL											
BE006834669		12/01/2025	10332335	01202026	123097	33,221.40	01/12/2026	INV	PD	DENTAL PPO ACTIVE, RETIRE	
BE006865185		01/01/2026	10332348	01202026	123098	32,734.60	01/12/2026	INV	PD	DENTAL PPO ACTIVE, RETIRE	
9132 DELTA DENTAL INSURANCE COMPANY						65,956.00					
BE006833865		12/01/2025	10332341	01202026	123099	1,711.40	01/12/2026	INV	PD	DENTAL HMO ACTIVE DECEMBE	
BE006833887		12/01/2025	10332342	01202026	123100	47.52	01/12/2026	INV	PD	DENTAL HMO RETIREE DECEMB	
BE006864584		01/01/2026	10332346	01202026	123102	1,631.33	01/12/2026	INV	PD	DENTAL HMO ACTIVE JANUARY	
BE006864605		01/01/2026	10332344	01202026	123101	47.52	01/12/2026	INV	PD	DENTAL HMO RETIREE JANUAR	
971 DEPARTMENT OF JUSTICE						3,437.77					
008296		12/04/2025	10332247	01202026	123103	96.00	01/07/2026	INV	PD	11/2025 FINGERPRINTS	
009635		12/04/2025	10332519	01202026	123105	224.00	01/12/2026	INV	PD	FINGERPRINTS NOVEMBER 202	
849813		10/06/2025	10331854	01202026	123104	288.00	01/12/2026	INV	PD	FINGERPRINTS SEPTEMBER 20	
12283 DEVIL MOUNTAIN WHOLESALE NURSERY						608.00					
INV628729		12/04/2025	10332116	01202026	123106	58.99	01/12/2026	INV	PD	CITY HALL - GROMULCH SOIL	
INV632344		12/11/2025	10332115	01202026	123106	793.49	01/12/2026	INV	PD	KNOB HILL - MIX FLOWERS A	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						852.48					
11884 DIAMOND ENVIRONMENTAL SERVICES LP											
0006644284		12/08/2025	10332345	01202026	123107	330.35	12/18/2025	INV	PD	SANI UNI PORTOFINO WAY 12	
0006655494		12/15/2025	10332121	01202026	123107	715.10	01/12/2026	INV	PD	Pallet Shelter Power Pole	
0006673441		01/05/2026	10332049	01202026	123107	330.35	01/12/2026	INV	PD	SANI UNI PORTOFINO WAY 1/	
						1,375.80					
13319 DIAZ, JAMES											
FIRE 07/25/2025		12/08/2025	10331878	01202026	123108	100.00	01/12/2026	INV	PD	FIRE CONFINED SPACE RESCU	
FIRE 10/17/2025		12/08/2025	10331876	01202026	123108	450.00	01/12/2026	INV	PD	FIRE SEARCH FIRST ACADEMY	
						550.00					
986 DICKERT, RICHARD											
DICKERTJAN2026		01/05/2026	10332054	01202026	123109	120.00	01/08/2026	INV	PD	MONTHLY RAINFALL REPORTS	
10499 DISABILITY ACCESS CONSULTANTS, LLC											
25-349	6702	11/30/2025	10331724	01202026	123110	1,600.00	01/08/2026	INV	PD	COMPLIANCE WITH AMERICANS	
25-373	6702	01/08/2026	10332380	01202026	123110	1,430.00	01/08/2026	INV	PD	COMPLIANCE WITH AMERICANS	
						3,030.00					
8947 DIVISION OF THE STATE ARCHITECT											
070125-123125		12/22/2025	10332507	01202026	123111	1,090.00	01/06/2026	INV	PD	SB1186 FEES 7/1/25-12/31/	
10748 DOUG & SONS PEST CONTROL											
51055		11/05/2025	10331751	01202026	123112	200.00	01/12/2026	INV	PD	MONTHLY PEST/BAIT STATION	
51088		11/12/2025	10331755	01202026	123112	75.00	01/12/2026	INV	PD	MONTHLY PEST/BAIT STATION	
51242		11/12/2025	10331752	01202026	123112	75.00	01/12/2026	INV	PD	MONTHLY PEST/BAIT STATION	
51243		11/12/2025	10331753	01202026	123112	55.00	01/12/2026	INV	PD	MONTHLY PEST CONTROL NORT	
51339		11/17/2025	10331749	01202026	123112	82.00	01/12/2026	INV	PD	MONTHLY PEST/BAIT STATION	
51394		11/05/2025	10331750	01202026	123112	82.00	01/12/2026	INV	PD	MONTHLY PEST/BAIT STATION	
51483		11/12/2025	10331754	01202026	123112	105.00	01/12/2026	INV	PD	MONTHLY PEST/BAIT STATION	
						674.00					
14764 DUNBAR ARCHITECTURE											
0660	6703	01/01/2026	10332168	01202026	123113	12,535.60	01/08/2026	INV	PD	DESIGN SERVICES FOR RB HI	
1055 EASY READER											
RD25-086	7031	12/11/2025	10332531	01202026	123114	112.50	01/12/2026	INV	PD	LEGAL ADS PUBLISHING	
RD25-087	7031	12/11/2025	10332532	01202026	123114	115.00	01/12/2026	INV	PD	LEGAL ADS PUBLISHING	
RD25-088	7031	12/18/2025	10332533	01202026	123114	370.00	01/12/2026	INV	PD	LEGAL ADS PUBLISHING	
RD25-089	7031	12/18/2025	10332534	01202026	123114	90.00	01/12/2026	INV	PD	LEGAL ADS PUBLISHING	
						687.50					
13793 ED'S FENCING INC.											
5330	7195	01/08/2026	10332264	01202026	123115	12,965.00	01/08/2026	INV	PD	WILDERNESS PARK FENCING	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1085 ELLIS ENVIRONMENTAL MANAGEMENT, INC.										
25-571		11/10/2025	10331742	01202026	123116	2,568.50	01/12/2026	INV	PD	LAB ANALYSIS - SAMPLING F
9625 EMPIRE PIPE CLEANING & EQUIPMENT, INC.										
12793	6636	12/31/2025	10332465	01202026	123117	39,849.55	01/31/2026	INV	PD	SEWER LINE CLEANING AND R
1110 ENTENMANN-ROVIN COMPANY										
0192304-IN		12/16/2025	10331929	01202026	123118	181.98	01/15/2026	INV	PD	BADGES
11367 ESO SOLUTIONS, INC.										
ESO-186752		01/02/2026	10332014	01202026	123119	3,357.56	02/01/2026	INV	PD	FIREHOUSE ANNUAL FEES
13645 EVAN BROOKS ASSOCIATES, INC.										
250012-7	6010	12/16/2025	10331731	01202026	123120	13,898.00	12/16/2025	INV	PD	CONSULTANT SERVICES FOR G
9987 EXCELSIOR ELEVATOR										
37210		07/21/2025	10332457	01202026	123121	360.00	12/29/2025	INV	PD	MAIN LIBRARY CAB PHONE TR
37262		08/01/2025	10332392	01202026	123121	540.00	01/12/2026	INV	PD	TROUBLE CALL AT LIBRARY 7
37389		08/21/2025	10332390	01202026	123121	630.00	01/12/2026	INV	PD	PHONE REPROGRAMMING VARIO
37724		10/27/2025	10332463	01202026	123121	1,830.00	01/29/2026	INV	PD	MAIN LIBRARY TROUBLECALL
37766	6361	10/15/2025	10332262	01202026	123121	360.00	01/12/2026	INV	PD	ELEVATOR TROUBLESHOOT PIE
37854		11/14/2025	10332387	01202026	123121	2,260.00	01/12/2026	INV	PD	REPLACEMENT OF PHONE - PD
37965		12/10/2025	10332388	01202026	123121	4,020.00	01/12/2026	INV	PD	REPLACEMENT OF ROLLERS AT
38014		12/01/2025	10332402	01202026	123121	1,095.00	01/12/2026	INV	PD	NOV 2025 MONTHLY ELEVATOR
						11,095.00				
15441 FARAHDDEL, BEHZAD										
2503034		12/18/2025	10332224	01202026	123122	178.98	01/07/2026	INV	PD	REFUND OF PERMIT ISSUED I
1176 FEDERAL EXPRESS CORPORATION										
9-109-63991		12/19/2025	10332376	01202026	123123	7.61	02/02/2026	INV	PD	OVERNIGHT SERVICES 12/16/
10479 FLYING LION, INC.										
2793	6524	01/01/2026	10332328	01202026	123124	1,304.99	01/31/2026	INV	PD	01/2026 DRONE SERVICES &
11070 FRAME, ERIK										
ADPP JANUARY 2026		01/05/2026	10332517	01202026	123125	4,543.16	01/12/2026	INV	PD	ERIK FRAME ADPP PAYMENT -
1258 FRANK SCOTTO TOWING										
91256C		12/21/2025	10332330	01202026	123126	468.55	01/12/2026	INV	PD	TOW AND STORAGE DR 25-732
10191 FRONTIER										

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
12282025PD		12/28/2025	10332357	01202026	123127	78.61	01/21/2026	INV	PD	MONTHLY FEES ACCOUNT 209-	
31037441409303		01/06/2026	10332094	01202026	123127	93.03	01/06/2026	INV	PD	3103747440	
						<b>171.64</b>					
15408 GALLS LLC											
033490539		12/16/2025	10331915	01202026	123128	649.53	01/15/2026	INV	PD	UNIFORM ACCESSORIES	
033508296		12/17/2025	10331925	01202026	123128	489.26	01/16/2026	INV	PD	UNIFORM ACCESSORIES	
033508297		12/17/2025	10331924	01202026	123128	489.26	01/16/2026	INV	PD	UNIFORM ACCESSORIES	
033508302		12/17/2025	10331923	01202026	123128	465.66	01/16/2026	INV	PD	UNIFORM ACCESSORIES	
033508303		12/17/2025	10331922	01202026	123128	465.66	01/16/2026	INV	PD	UNIFORM ACCESSORIES	
033508308		12/17/2025	10331921	01202026	123128	172.43	01/16/2026	INV	PD	UNIFORM ACCESSORIES	
033508316		12/17/2025	10331920	01202026	123128	105.48	01/16/2026	INV	PD	UNIFORM ACCESSORIES	
033508320		12/17/2025	10331918	01202026	123128	24.71	01/16/2026	INV	PD	UNIFORM ACCESSORIES	
033521162		12/18/2025	10331928	01202026	123128	465.66	01/17/2026	INV	PD	UNIFORM ACCESSORIES	
033521167		12/18/2025	10331927	01202026	123128	105.48	01/17/2026	INV	PD	UNIFORM ACCESSORIES	
033521172		12/18/2025	10331926	01202026	123128	489.26	01/17/2026	INV	PD	UNIFORM ACCESSORIES	
033560369		12/22/2025	10331977	01202026	123128	163.80	01/21/2026	INV	PD	UNIFORMS	
033560386		12/22/2025	10331978	01202026	123128	3.30	01/21/2026	INV	PD	UNIFORM EMBLEM APPLICATIO	
033574305		12/23/2025	10331979	01202026	123128	504.73	01/22/2026	INV	PD	UNIFORMS	
033574325		12/23/2025	10331980	01202026	123128	193.67	01/22/2026	INV	PD	UNIFORM ACCESSORIES	
033574326		12/23/2025	10331981	01202026	123128	193.67	01/22/2026	INV	PD	UNIFORM ACCESSORIES	
033574327		12/23/2025	10331982	01202026	123128	193.67	01/22/2026	INV	PD	UNIFORM ACCESSORIES	
033584120		12/26/2025	10331986	01202026	123128	200.00	01/25/2026	INV	PD	UNIFORMS	
033609453		12/29/2025	10331987	01202026	123128	298.90	01/28/2026	INV	PD	UNIFORM ACCESSORIES	
033609468		12/29/2025	10331988	01202026	123128	465.02	01/28/2026	INV	PD	UNIFORMS	
033625439		12/30/2025	10332003	01202026	123128	499.36	01/29/2026	INV	PD	UNIFORMS	
033632505		12/31/2025	10332004	01202026	123128	163.09	01/30/2026	INV	PD	UNIFORMS	
033632518		12/31/2025	10332005	01202026	123128	271.35	01/30/2026	INV	PD	UNIFORMS	
						<b>7,072.95</b>					
12982 GARCIA, GERARDO											
TEAMSTERS 12/13/2025		09/02/2025	10331875	01202026	123129	181.00	01/12/2026	INV	PD	TEAMSTERS FILM-100-5500 1	
1300 GAS COMPANY, THE											
06964443334-120525		12/05/2025	10331857	01202026	123130	6,316.49	12/29/2025	INV	PD	301 ESPLANADE, 3007 VAIL,	
16503508778-11132025		11/13/2025	10331708	01202026	123130	10,629.46	01/12/2026	INV	PD	CNG FUEL 11/1 - 12/01/25	
						<b>16,945.95</b>					
7023 GEOSYNTEC											
667091	5993	12/08/2025	10332174	01202026	123131	2,401.00	01/08/2026	INV	PD	FULTON PLAYFIELD PLANNING	
667535	6791	12/16/2025	10332044	01202026	123131	6,010.38	01/08/2026	INV	PD	ENVIRONMENTAL SUPPORT SER	
						<b>8,411.38</b>					
10749 GLICKSMAN CONSULTING, LLC											
46024IA		01/02/2026	10332063	01202026	123132	1,750.00	01/12/2026	INV	PD	ACTUARIAL SERVICES LIABIL	
46024JA		01/02/2026	10332064	01202026	123133	1,750.00	01/12/2026	INV	PD	ACTUARIAL SERVICES - WORK	
						<b>3,500.00</b>					
6345 GOLD COAST TOURS, INC.											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
439766		01/07/2026	10332197	01202026	123134	990.00	01/07/2026	INV	PD	439766 SENIOR EXCURSION B	
14841 GOLDEN STATE POPS ORCHESTRA											
12202025		01/10/2026	10332484	01202026	123135	618.69	01/10/2026	INV	PD	PARTIAL REFUND - GSPO 12/	
5684 GOLDSTEIN, STEVEN											
2500644		01/06/2026	10332059	01202026	123136	1,500.00	01/12/2026	INV	PD	REFUND DEPOSIT FEE PRMIT2	
6424 GRAFFITI CONTROL SYSTEMS											
17667	7207	01/05/2026	10332319	01202026	123137	5,633.50	02/04/2026	INV	PD	12/2025 GRAFFITI REMOVAL	
9412 GREENSTREET AUTO SPA											
202511-1		12/09/2025	10332456	01202026	123138	388.00	01/09/2026	INV	PD	NOVEMBER CITY CAR WASHES	
1416 HAAKER EQUIPMENT COMPANY											
INV18398		10/02/2025	10331904	01202026	123139	123.79	01/02/2026	INV	PD	GARAGE - SWITCH-MOMENTARY	
1428 HARBOR & PIER ASSN											
3908		01/01/2026	10331896	01202026	123140	1,780.43	01/12/2026	INV	PD	JANUARY 2026 DUES	
15444 HEADS UP FOUNDATION											
12212025		01/12/2026	10332518	01202026	123141	622.64	01/12/2026	INV	PD	PARTIAL REFUND - HEADS UP	
10239 HERNANDEZ, MICHAEL											
FIRE 12/21/2025		09/24/2025	10332065	01202026	123142	2,500.00	01/12/2026	INV	PD	FIRE ORG-785: COMPREHENSIVE	
6750 HF & H CONSULTANTS, LLC											
9722776	6633	12/08/2025	10331860	01202026	123143	12,709.70	01/12/2026	INV	PD	CONSULTING FOR CITY'S SOL	
6288 HINDERLITER, DE LLAMAS & ASSOCIATES											
SIN057172		12/08/2025	10332567	01202026	123144	2,876.75	01/13/2026	INV	PD	CONTRACT SERVICES - SALES	
7831 HIRSCH & ASSOCIATES INC											
JOB #1905, PB #18	6280	01/08/2026	10332266	01202026	123145	2,880.00	01/08/2026	INV	PD	ON-CALL AGREEMENT TASK OR	
15259 HORIZONS CONSTRUCTION COMPANY INTERNATIONAL INC.											
143548.00b	7210	12/25/2025	10332447	01202026	123146	46,010.78	01/26/2026	INV	PD	PIER ORGANICS COMPACTOR E	
143548.01A	7210	12/25/2025	10332446	01202026	123146	13,247.91	01/26/2026	INV	PD	PIER ORGANICS COMPACTOR E	
						59,258.69					
12157 ILAND INTERNET SOLUTIONS CORPORATION											
71291601		01/06/2026	10332068	01202026	123147	172.43	01/06/2026	INV	PD	DATA CENTER 3448573	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12138 INSIGHT PUBLIC SECTOR SLED										
1101342476	7215	01/06/2026	10332112	01202026	123148	19,787.84	01/06/2026	INV	PD	Trinzic Software Bundle D
8090 INTEGRATED MEDIA SYSTEMS										
47764	7213	10/17/2025	10332368	01202026	123149	2,543.78	01/08/2026	INV	PD	MAYOR POSITION VIDEO/AUDI
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
1300116167		01/06/2026	10332221	01202026	123150	277.02	02/06/2026	INV	PD	STOCK - BATTERIES
8361 iWATER, INC.										
10275		12/01/2025	10332079	01202026	123151	4,500.00	01/12/2026	INV	PD	ANNUAL SEWER SOFTWARE REN
11272 JC CASNER CONSTRUCTION										
202500071		01/06/2026	10332128	01202026	123152	325.00	01/12/2026	INV	PD	REFUND DEPOSIT FEE 202500
11296 JOE MAR POLYGRAPH & INVESTIGATION										
25-052-RBPD		12/27/2025	10332243	01202026	123153	250.00	01/07/2026	INV	PD	POLYGRAPH J SAHAGIAN 12/2
25-053-RBPD		12/28/2025	10332245	01202026	123153	250.00	01/07/2026	INV	PD	POLYGRAPH MADDOX 12/27/20
25-054-RBPD		12/30/2025	10332242	01202026	123153	2,000.00	01/07/2026	INV	PD	POLYGRAPHS 8 APPLICANTS 1
26-001-RBPD		01/06/2026	10332240	01202026	123153	250.00	01/07/2026	INV	PD	POLYGRAPH A BARAJAS 01/05
						2,750.00				
3585 JONES, NANCY										
DECEMBER2025		01/07/2026	10332193	01202026	123154	1,740.00	01/07/2026	INV	PD	DECEMBER2025 FARMERS MARK
15440 JT SERVICES AND SALES INC										
2502172		12/15/2025	10332222	01202026	123155	456.25	01/07/2026	INV	PD	REFUND OF DUPLICATE PLAN
7879 JUNIOR LIBRARY GUILD										
736717		12/01/2025	10332148	01202026	123156	1,822.85	02/01/2026	INV	PD	JUVY BOOKS
14084 KARDOW, BRANDON										
FIRE 07/25/25		07/28/2025	10332298	01202026	123157	232.00	01/12/2026	INV	PD	FIRE COMPANY OFFICER 2C 0
FIRE 08/08/2025		07/28/2025	10332297	01202026	123157	256.00	01/12/2026	INV	PD	FIRE COMPANY OFFICER 2D 0
						488.00				
14645 KARPEL SOLUTIONS										
75796		12/18/2025	10332432	01202026	123158	5,700.00	01/12/2026	INV	PD	PBK Annual Maintenance Ja
75860		12/29/2025	10332539	01202026	123158	6,000.00	01/12/2026	INV	PD	PBK Annual Maintenance -
						11,700.00				
15200 KASA CONSTRUCTION INC										

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6	7066	12/16/2025	10332182	01202026	123159	2,850.00	01/08/2026	INV	PD	NRB BIKEPATH EXTENSION FE
14673 KELLY, KRystal										
199675		01/08/2026	10332424	01202026	123160	200.00	01/08/2026	INV	PD	REFUND 199675 AV RETURN D
14134 KIS										
85586	7024	01/06/2026	10332103	01202026	123161	2,750.44	01/06/2026	INV	PD	REMOTE MANAGEMENT SERVICE
85872	7024	01/06/2026	10332101	01202026	123161	875.14	01/06/2026	INV	PD	REMOTE MANAGEMENT SERVICE
						<b>3,625.58</b>				
5855 KOSMONT COMPANIES										
2208.12-029	7126	11/30/2025	10331894	01202026	123162	3,898.70	01/12/2026	INV	PD	FY25-26 REAL ESTATE SERVI
14838 KRISTIN MULLER TRANSCRIPTION SERVICES										
12292025KM		12/29/2025	10332516	01202026	123163	884.60	01/12/2026	INV	PD	Transcription Services
8444 KRONOS INCORPORATED										
I10010048890		01/01/2026	10332006	01202026	123164	900.00	01/31/2026	INV	PD	UKG TELESTAFF CLOUD 12/1
10899 LA UNIFORMS										
30321		12/02/2025	10332276	01202026	123165	784.70	01/08/2026	INV	PD	SELMi UNIFORM PATROL
30322		12/03/2025	10332277	01202026	123165	729.58	01/08/2026	INV	PD	WOODS UNIFORM PATROL
30324		12/03/2025	10332278	01202026	123165	300.51	01/08/2026	INV	PD	FLORES UNIFORM PATROL
30331		12/03/2025	10332279	01202026	123165	514.59	01/08/2026	INV	PD	OTT UNIFORM TRAFFIC
30349		12/05/2025	10332280	01202026	123165	110.19	01/08/2026	INV	PD	OTTAWAY UNIFORM CADET
30362		12/05/2025	10332281	01202026	123165	25.91	01/08/2026	INV	PD	MENDENCE ALTERATION CAPTA
30406		12/08/2025	10332282	01202026	123165	330.58	01/08/2026	INV	PD	WEST UNIFORM PATROL
30476		12/12/2025	10332283	01202026	123165	253.46	01/08/2026	INV	PD	AUBUCHON UNIFORM RECORDS
30565		12/19/2025	10332284	01202026	123165	314.98	01/08/2026	INV	PD	ESPINOZA UNIFORM CROSSING
30569		12/20/2025	10332285	01202026	123165	163.11	01/08/2026	INV	PD	N FLORES JACKET RECORDS
30593		12/22/2025	10332286	01202026	123165	560.90	01/08/2026	INV	PD	KNEALE UNIFORM PATROL
30603		12/23/2025	10332287	01202026	123165	427.44	01/08/2026	INV	PD	WEISS UNIFORM CBU
30604		12/23/2025	10332288	01202026	123165	531.38	01/08/2026	INV	PD	D DELERY UNIFORM PATROL
30605		12/23/2025	10332289	01202026	123165	66.15	01/08/2026	INV	PD	COATES ALTERATION PATROL
30609		12/23/2025	10332290	01202026	123165	20.95	01/08/2026	INV	PD	DAY ALTERATION PATROL
30620		12/26/2025	10332291	01202026	123165	858.54	01/08/2026	INV	PD	TURNER UNIFORMS PATROL
30644		12/29/2025	10332292	01202026	123165	253.52	01/08/2026	INV	PD	SPRENGEL HOLSTER CHIEF
30651		12/29/2025	10332293	01202026	123165	26.46	01/08/2026	INV	PD	TURNER NAME PLATE PATROL
						<b>6,272.95</b>				
1828 LANCE, SOLL & LUNGHARD, LLP										
72305	6244	12/31/2025	10332566	01202026	123166	5,000.00	01/13/2026	INV	PD	GASB ACCOUNTING SERVICES
3766 LANGUAGE LINE SERVICES INC										
11812345		12/31/2025	10332032	01202026	123167	39.48	01/20/2026	INV	PD	Language Line Services 90
9936 LARRY WALKER ASSOCIATES										

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
00531.05-13	6637	10/30/2025	10332157	01202026	123168	5,089.75	01/08/2026	INV	PD	NPDES SERVICES	
14934 LAU, MELINDA											
2025-168-TRANSCRIPT		11/02/2025	10332520	01202026	123169	552.50	01/12/2026	INV	PD	TRANSCRIPT REVIEW/OVERSIG	
2025-181-HA		12/05/2025	10332521	01202026	123169	255.00	01/12/2026	INV	PD	MEETING MINUTES FOR HOUSI	
2025-182-CC		12/10/2025	10332524	01202026	123169	1,275.00	01/12/2026	INV	PD	MEETING MINUTES FOR CITY	
2025-182-CFA		12/06/2025	10332522	01202026	123169	85.00	01/12/2026	INV	PD	MEETING MINUTES FOR CFA -	
2025-187-TRANSCRIPT		01/03/2026	10332525	01202026	123169	382.50	01/12/2026	INV	PD	TRANSCRIPT REVIEW/OVERSIG	
2025-188-PWSSC		01/04/2026	10332500	01202026	123169	382.50	01/12/2026	INV	PD	MEETING MINUTES FOR PWSSC	
2025-189-CC		01/08/2026	10332526	01202026	123169	1,020.00	01/12/2026	INV	PD	MEETING MINUTES FOR CITY	
						<b>3,952.50</b>					
14817 LBP CONSULTING LLC											
Redondo-0002	7115	01/10/2026	10332485	01202026	123170	4,000.00	01/10/2026	INV	PD	CONSULTING SERVICES - MIL	
Redondo-0003	7115	01/10/2026	10332486	01202026	123170	3,500.00	01/10/2026	INV	PD	CONSULTING SERVICES - MIL	
						<b>7,500.00</b>					
1859 LEARNED LUMBER (CORP)											
B889415		11/19/2025	10331741	01202026	123171	195.68	01/12/2026	INV	PD	LUMBER AND SCREWS - STREE	
B889458		11/18/2025	10331739	01202026	123171	18.50	01/12/2026	INV	PD	PRESERVATIVE SPRAY MATERI	
						<b>214.18</b>					
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.											
365441		11/06/2025	10332439	01202026	123172	812.50	01/12/2026	INV	PD	10/25 C. Garcia Legal Fee	
365442		11/06/2025	10332440	01202026	123172	1,727.50	01/12/2026	INV	PD	10/25 J. Pailet Legal Fee	
365445		11/06/2025	10332125	01202026	123172	7,084.50	01/12/2026	INV	PD	10/25 K. Deckers Legal Fe	
365448		11/06/2025	10332257	01202026	123172	4,111.03	01/12/2026	INV	PD	10/25 C. Garcia Legal Fee	
365450		11/06/2025	10332493	01202026	123172	1,495.00	01/12/2026	INV	PD	10/25 Rangle PMQ Depo Leg	
368097		12/03/2025	10332261	01202026	123172	3,452.29	01/12/2026	INV	PD	11/25 J. Pailet Legal Fee	
368098		12/03/2025	10331905	01202026	123172	15,557.31	01/12/2026	INV	PD	11/25 D. Glenn Legal Fees	
368103		12/03/2025	10332496	01202026	123172	3,152.50	01/12/2026	INV	PD	11/25 M. Taras Legal Fees	
368104		12/03/2025	10332498	01202026	123172	4,105.00	01/12/2026	INV	PD	11/25 Rangle PMQ Depo Leg	
368105		12/03/2025	10332501	01202026	123172	3,507.50	01/12/2026	INV	PD	11/25 A. DeLambert Legal	
368111		12/03/2025	10331906	01202026	123172	130.00	01/12/2026	INV	PD	11/25 C. Garcia 20-150928	
369973		12/15/2025	10332441	01202026	123172	27,786.05	01/12/2026	INV	PD	10/25 D. Glenn Legal Fees	
369974		12/15/2025	10332437	01202026	123172	6,360.30	01/12/2026	INV	PD	11/25 K. Deckers Legal Fe	
369975		12/15/2025	10332438	01202026	123172	3,084.46	01/12/2026	INV	PD	11/25 C. Garcia Legal Fee	
						<b>82,365.94</b>					
14193 LESSER, KATE											
196480		01/08/2026	10332423	01202026	123173	200.00	01/08/2026	INV	PD	REFUND 196480 AV RETURN	
8803 LEXISNEXIS RISK DATA MANAGEMENT											
1100247020		12/31/2025	10332322	01202026	123174	50.00	01/30/2026	INV	PD	12/2025 SUBSCRIPTION FEE	
1884 LIEBERT CASSIDY WHITMORE											
311066		11/30/2025	10331917	01202026	123175	6,160.00	01/12/2026	INV	PD	POA NEGOTIATIONS 2025	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1887 LIFE ASSIST, INC.										
2037769		12/23/2025	10331976	01202026	123176	1,383.95	01/12/2026	INV	PD	PARAMEDIC SUPPLIES
12775 LINDE GAS & EQUIPMENT INC										
53834258		12/18/2025	10331916	01202026	123177	580.61	01/17/2026	INV	PD	SCBA CYLINDER RENTAL 12/1
53879646		12/23/2025	10332029	01202026	123177	421.94	01/22/2026	INV	PD	SCBA CYLINDER RENTAL 11/2
53904303		12/23/2025	10332021	01202026	123177	633.80	01/22/2026	INV	PD	SCBA CYLINDER RENTAL 11/2
						1,636.35				
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
261297BL		12/11/2025	10332036	01202026	123178	1,245.66	01/20/2026	INV	PD	11/2025 JAIL FACILITY MEA
10274 MACKAY METERS, INC.										
1071013		11/30/2025	10331895	01202026	123179	134.00	01/12/2026	INV	PD	NOVEMBER METERS
1071014	7021	11/30/2025	10332333	01202026	123179	5,334.00	01/08/2026	INV	PD	11/2025 METER CONNECTIVIT
1071052		12/17/2025	10332363	01202026	123179	265.50	01/08/2026	INV	PD	METER REPAIRS
1071053		12/17/2025	10332366	01202026	123179	636.61	01/08/2026	INV	PD	METER REPAIRS
1071054		12/17/2025	10332370	01202026	123179	622.87	01/08/2026	INV	PD	METER REPAIRS
1071056		12/17/2025	10332371	01202026	123179	1,052.95	01/08/2026	INV	PD	METER REPAIRS
						8,045.93				
8440 MAHONEY, CURT										
FIRE 12/14/2025		09/18/2025	10332299	01202026	123180	2,500.00	01/12/2026	INV	PD	FIRE LDRV 315 & GPSV 301
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
848277		11/17/2025	10331899	01202026	123181	302.70	01/12/2026	INV	PD	10/25 D. Padilla Legal Fe
848279		11/17/2025	10332258	01202026	123181	275.00	01/12/2026	INV	PD	10/25 M. Rhoads Legal Fee
849443		12/08/2025	10332510	01202026	123181	3,052.50	01/12/2026	INV	PD	11/25 D. Padilla Legal Fe
849444		12/08/2025	10332506	01202026	123181	2,282.50	01/12/2026	INV	PD	11/25 M. Rhoads Legal Fee
849445		12/08/2025	10331907	01202026	123181	577.50	01/12/2026	INV	PD	11/25 Estate of Jose Sosa
						6,490.20				
13815 MARANJE LLC										
2528	6747	01/10/2026	10332487	01202026	123182	54,000.00	01/10/2026	INV	PD	MURAL FOR PUBLIC WORKS WA
11710 MARINA LANDSCAPE, INC										
2	6981	12/16/2025	10332187	01202026	123183	215,056.25	01/08/2026	INV	PD	PCH/HERONDO OPEN SPACE PR
2084 MCCUNE & HARBER, LLP.										
131725		11/30/2025	10332350	01202026	123184	1,372.02	01/12/2026	INV	PD	11/25 J. Koyanagi Legal F
131726		11/30/2025	10332340	01202026	123184	196.00	01/12/2026	INV	PD	11/25 S. Counter Legal Fe
131727		11/30/2025	10332356	01202026	123184	1,494.65	01/12/2026	INV	PD	8/25 - 11/25 S. Dettelbac
131728		11/30/2025	10332359	01202026	123184	3,061.50	01/12/2026	INV	PD	11/25 J. Shannon Legal Fe
131729		11/30/2025	10332355	01202026	123184	2,323.50	01/12/2026	INV	PD	11/25 K. Brimer Legal Fee
131730		11/30/2025	10332353	01202026	123184	380.60	01/12/2026	INV	PD	11/25 L. Hardaway Legal F

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4582 MELAD & ASSOCIATES						8,828.27				
RB25-18.2	7096	09/11/2025	10332386	01202026	123185	18,816.55	01/08/2026	INV	PD	PLAN CHECK AND CONSULTING
RB25-19	7096	10/14/2025	10332389	01202026	123185	23,535.00	01/08/2026	INV	PD	PLAN CHECK AND CONSULTING
RB25-20	7096	10/14/2025	10332393	01202026	123185	39,419.85	01/08/2026	INV	PD	PLAN CHECK AND CONSULTING
RB25-21	7096	11/10/2025	10332398	01202026	123185	5,879.40	01/08/2026	INV	PD	PLAN CHECK AND CONSULTING
RB25-22	7096	10/25/2025	10332396	01202026	123185	20,835.00	01/08/2026	INV	PD	PLAN CHECK AND CONSULTING
RB25-23	7096	12/08/2025	10332400	01202026	123185	3,495.00	01/08/2026	INV	PD	PLAN CHECK AND CONSULTING
RB25-24	7096	12/08/2025	10332399	01202026	123185	9,157.50	01/08/2026	INV	PD	PLAN CHECK AND CONSULTING
RB26-01	7096	01/09/2026	10332511	01202026	123185	12,037.50	01/12/2026	INV	PD	PLAN CHECK AND CONSULTING
RB26-02	7096	01/09/2026	10332513	01202026	123185	2,565.00	01/12/2026	INV	PD	PLAN CHECK AND CONSULTING
						135,740.80				
2117 MERRIMAC ENERGY GROUP										
2244068	7243	12/16/2025	10331938	01202026	123186	14,123.87	01/16/2026	INV	PD	4,000 GALLONS DIESEL FUEL
2127 MICHAEL J ARNOLD & ASSOCIATES INC										
15139	6750	01/01/2026	10332354	01202026	123187	84.00	01/08/2026	INV	PD	CONSULTANT SVCS FOR STATE
7177 MICHEL & ASSOCIATES, P.C.										
14204TS		12/08/2025	10331908	01202026	123188	177.00	01/12/2026	INV	PD	10/25 BBK Landfill Legal
14205TS		12/08/2025	10332307	01202026	123188	267.50	01/12/2026	INV	PD	10/25 S. Belavsky Legal F
14206TS/8825QB		12/08/2025	10332308	01202026	123188	446.43	01/12/2026	INV	PD	10/25 C. Blakeley Legal F
14207TS		12/08/2025	10332310	01202026	123188	4,236.50	01/12/2026	INV	PD	10/25 G. Cooke Legal Fees
14209TS		12/08/2025	10332314	01202026	123188	208.00	01/12/2026	INV	PD	10/25 P. MacDonald Legal
14211TS		12/08/2025	10332316	01202026	123188	591.00	01/12/2026	INV	PD	10/25 A. Mendoza Legal Fe
14213TS		12/08/2025	10332321	01202026	123188	1,065.00	01/12/2026	INV	PD	10/25 M. St. Laurent Lega
14214TS		12/08/2025	10332326	01202026	123188	282.00	01/12/2026	INV	PD	10/25 M. Venegas Legal Fe
14215TS		12/08/2025	10331909	01202026	123188	4,572.50	01/12/2026	INV	PD	10/25 General Counsel
14239TS		12/09/2025	10332331	01202026	123188	5,256.00	01/12/2026	INV	PD	10/25 Stuver Insurance Le
						17,101.93				
2144 MIDWEST TAPE										
508087442		11/25/2025	10332177	01202026	123189	27.15	01/24/2026	INV	PD	AUDIOVISUAL
508126646		12/04/2025	10332178	01202026	123189	106.97	01/24/2026	INV	PD	AUDIOVISUAL
508159780		12/11/2025	10332175	01202026	123189	217.21	01/22/2026	INV	PD	AUDIOVISUAL
508177808		12/17/2025	10332176	01202026	123189	25.50	01/16/2026	INV	PD	AUDIOVISUAL
						376.83				
14388 MILLER MENDEL INC										
12022	7025	12/18/2025	10332337	01202026	123190	4,743.75	01/17/2026	INV	PD	ANNUAL FEE eSOPH SYSTEM P
12349	7025	12/31/2025	10332235	01202026	123190	315.00	01/07/2026	INV	PD	10/2025-12/2025 BACKGROUN
12538	7025	12/31/2025	10332237	01202026	123190	2.30	01/07/2026	INV	PD	10/2025-12/2025 BACKGROUN
12797	7025	12/31/2025	10332239	01202026	123190	12.24	01/07/2026	INV	PD	10/2025-12/2025 BACKGROUN
						5,073.29				
13349 MINUTEMAN PRESS REDONDO BEACH										

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
34966	6217	01/06/2026	10332086	01202026	123191	650.82	01/06/2026	INV	PD	Minuteman Press Printing	
34996	6217	01/06/2026	10332078	01202026	123191	471.93	01/06/2026	INV	PD	Minuteman Press Printing	
						1,122.75					
8701 MOTOROLA SOLUTIONS, INC.											
1411225207	7236	12/20/2025	10332334	01202026	123192	12,165.00	01/19/2026	INV	PD	VIGILANT LPR COMMERCIAL D	
14196 NAPA AUTO PARTS											
069391		01/06/2026	10332216	01202026	123193	169.39	02/06/2026	INV	PD	UNIT 346-15 BRAKE PADS AN	
12536 NATIVE WEST NURSERY											
34984	7245	01/08/2026	10332379	01202026	123194	5,290.53	01/08/2026	INV	PD	PLANTS FOR WILDERNESS PAR	
4796 OCCU-MED,LTD.											
1225900		11/30/2025	10331949	01202026	123196	841.74	01/12/2026	INV	PD	PHYSICALS 1 FT EE & 2 PT	
1225900.3		11/30/2025	10331948	01202026	123195	1,562.76	01/12/2026	INV	PD	PHYSICALS 4 PT EE & 1 FT	
						2,404.50					
7131 OCHOA, IGNACIO											
1191647		01/07/2026	10332195	01202026	123197	175.00	01/07/2026	INV	PD	SAILING 1191647 12/15 BOA	
13029 ODP BUSINESS SOLUTIONS, LLC											
440618455001		01/06/2026	10332095	01202026	123198	293.09	01/06/2026	INV	PD	OFFICE SUPPLIES PAPER B	
447121241001		12/22/2025	10332352	01202026	123198	61.14	01/08/2026	INV	PD	OFFICE SUPPLIES	
448135760001		12/05/2025	10331844	01202026	123198	260.72	12/18/2025	INV	PD	REC SUPERVISOR - OFFICE C	
448155620001		12/09/2025	10332217	01202026	123198	89.74	01/07/2026	INV	PD	OFFICE SUPPLIES	
448155620002		12/25/2025	10332218	01202026	123198	6.32	01/07/2026	INV	PD	OFFICE SUPPLIES	
448235811001		12/09/2025	10332215	01202026	123198	27.54	01/07/2026	INV	PD	OFFICE SUPPLIES	
448235817001		12/09/2025	10332214	01202026	123198	41.36	01/07/2026	INV	PD	OFFICE SUPPLIES	
448235839001		12/08/2025	10332213	01202026	123198	88.12	01/07/2026	INV	PD	OFFICE DEPOT	
448805822001		12/06/2025	10332170	01202026	123198	20.61	01/08/2026	INV	PD	OFFICE AND COFFEE SUPPLIE	
448827223001		12/01/2025	10331846	01202026	123198	180.45	01/12/2026	INV	PD	OFFICE SUPPLIES 12/01/202	
448827978001		12/01/2025	10331847	01202026	123198	27.37	01/12/2026	INV	PD	OFFICE SUPPLIES 12/01/202	
448831831001		12/08/2025	10332171	01202026	123198	34.76	01/08/2026	INV	PD	OFFICE AND COFFEE SUPPLIE	
449072038001		01/06/2026	10332098	01202026	123198	226.96	01/06/2026	INV	PD	OFFICE SUPPLIES PAPER ODP	
449763000001		12/08/2025	10332529	01202026	123198	70.05	01/12/2026	INV	PD	OFFICE SUPPLIES	
449763001001		12/08/2025	10332528	01202026	123198	65.84	01/12/2026	INV	PD	OFFICE SUPPLIES	
449763003001		12/08/2025	10332530	01202026	123198	56.51	01/12/2026	INV	PD	OFFICE SUPPLIES	
449834033001		12/01/2025	10331849	01202026	123198	24.47	01/12/2026	INV	PD	OFFICE SUPPLIES 12/01/202	
449834034001		12/01/2025	10331850	01202026	123198	16.69	01/12/2026	INV	PD	OFFICE SUPPLIES 12/01/202	
450482098001		12/11/2025	10332231	01202026	123198	101.47	01/16/2026	INV	PD	DB GENERAL OFFICE SUPPLIE	
450482098002		12/15/2025	10332238	01202026	123198	39.79	01/16/2026	INV	PD	DB GENERAL OFFICE SUPPLIE	
450482233001		12/11/2025	10332230	01202026	123198	187.74	01/16/2026	INV	PD	DB OFFICE SUPPLIES GALVAN	
450482236001		12/11/2025	10332229	01202026	123198	127.06	01/16/2026	INV	PD	MAINLINE DB OFFICE SUPPLI	
450506524001		12/17/2025	10332241	01202026	123198	121.00	01/16/2026	INV	PD	DB GENERAL OFFICE SUPPLIE	
450538415001		01/08/2026	10332313	01202026	123198	174.71	01/08/2026	INV	PD	OFFICE SUPPLIES PAPER	
450558811001		12/12/2025	10332234	01202026	123198	33.46	01/16/2026	INV	PD	SIU OFFICE SUPPLIES GALVA	
450558827001		12/17/2025	10332244	01202026	123198	44.65	01/16/2026	INV	PD	DB GENERAL OFFICE SUPPLIE	
450558829001		12/12/2025	10332236	01202026	123198	27.55	01/16/2026	INV	PD	DB GENERAL OFFICE SUPPLIE	

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
450576564001		12/03/2025	10332309	01202026	123198	45.47	01/03/2026	INV	PD	LABEL MAKER FOR FLEET	
450577324001		12/03/2025	10331955	01202026	123198	18.65	01/06/2026	INV	PD	10 DIGIT DESKTOP CALCULAT	
450724556001		12/23/2025	10332406	01202026	123198	31.72	01/22/2026	INV	PD	OFFICE SUPPLIES	
450732011001		12/20/2025	10332405	01202026	123198	57.89	01/19/2026	INV	PD	OFFICE SUPPLIES	
450732022001		12/22/2025	10332408	01202026	123198	1,051.28	01/21/2026	INV	PD	OFFICE SUPPLIES	
450732022002		12/23/2025	10332407	01202026	123198	29.96	01/22/2026	INV	PD	OFFICE SUPPLIES	
450732039001		12/22/2025	10332403	01202026	123198	22.62	01/21/2026	INV	PD	OFFICE SUPPLIES	
450732043001		12/22/2025	10332404	01202026	123198	71.55	01/21/2026	INV	PD	OFFICE SUPPLIES	
451110378001		12/10/2025	10331845	01202026	123198	675.32	12/18/2025	INV	PD	OFFICE SUPPLIES -PAPER FO	
451165310001		12/10/2025	10331947	01202026	123198	64.22	01/12/2026	INV	PD	OFFICE SUPPLIES 12/10/202	
451353050001		12/24/2025	10332246	01202026	123198	115.78	01/23/2026	INV	PD	DB GENERAL OFFICE SUPPLIE	
10183 ON THE WING FALCONRY						4,633.63					
781103	7033	12/08/2025	10331897	01202026	123199	12,740.00	01/12/2026	INV	PD	PEST BIRD ABATEMENT SERVI	
4643 ORION PLASTICS											
30102		12/10/2025	10332445	01202026	123200	4,653.40	01/12/2026	INV	PD	PIER TRASH CAN LINERS	
15004 PACIFIC AQUASCAPE INTERNATIONAL, INC											
3836	6911	01/14/2026	10332580	01202026	123201	7,766.82	01/14/2026	INV	PD	WILDERNESS PARK LOWER PON	
7109 PACIFIC COURIERS, INC.											
36663		12/15/2025	10332073	01202026	123202	80.35	01/06/2026	INV	PD	LA COUNTY PROPERTY TAX PY	
11967 PACIFIC PRODUCTS & SERVICES, LLC											
37278		12/10/2025	10332050	01202026	123203	1,262.38	01/12/2026	INV	PD	DELINEATORS - QTY 20	
2408 PV VILLAGE PET HOSPITAL											
775124076		12/09/2025	10332273	01202026	123204	10.00	01/08/2026	INV	PD	INJURED SQUIRREL 12/9/25	
777949272		12/18/2025	10332300	01202026	123204	54.50	01/08/2026	INV	PD	STRAY CAT EXAM 12/16/25	
778558783		12/18/2025	10332295	01202026	123204	10.00	01/08/2026	INV	PD	INJURED CAT 12/18/25	
780219511		01/02/2026	10332302	01202026	123204	54.69	01/08/2026	INV	PD	INJURED RACCOON 1/2/26	
780491689		01/05/2026	10332306	01202026	123204	10.00	01/08/2026	INV	PD	INJURED OPPOSUM 1/5/26	
14339 PEGASUS STUDIOS						139.19					
1100	6885	01/02/2026	10332093	01202026	123205	8,400.00	01/06/2026	INV	PD	CITY MEETINGS ACTIVATE AV	
12236 PERFORMANCE TRUCK REPAIR INC.											
19624	7197	10/31/2025	10332434	01202026	123206	30,176.90	01/20/2026	INV	PD	REPAIRS TO F.D. APPARATUS	
19726		12/19/2025	10332122	01202026	123206	693.26	01/20/2026	INV	PD	FIRE TRUCK STOCK - VICKER	
11747 PORTOFINO HOTEL & MARINA						30,870.16					
09022025-2		09/02/2025	10331990	01202026	123207	849.73	01/12/2026	INV	PD	FUEL	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10001742		12/31/2025	10332002	01202026	123207	815.81	01/30/2026	INV	PD	RB HARBOR PATROL FUEL
10001745		12/31/2025	10332332	01202026	123207	133.70	01/30/2026	INV	PD	MEU BOAT FUEL
14223 POURNAMDARI, HAMID						1,799.24				
2500419		01/06/2026	10332132	01202026	123208	1,500.00	01/12/2026	INV	PD	REFUND DEPOSIT FEE PERMIT
2548 PRUDENTIAL OVERALL SUPPLY										
43081863		12/16/2025	10331914	01202026	123209	29.45	01/12/2026	INV	PD	FIRE STATION 3 RUGS/MATS
43083862		12/23/2025	10332007	01202026	123209	27.50	01/12/2026	INV	PD	STATION 1 RUGS/MATS
43084245		12/25/2025	10332008	01202026	123209	54.52	01/12/2026	INV	PD	STATION 2 RUGS/MATS
12665 QUALITY REFRIGERATION COMPANY INC						111.47				
0111904-IN		12/05/2025	10332149	01202026	123210	1,405.00	01/12/2026	INV	PD	RB PUBLIC LIBRARY - COMPR
0111948-IN		12/05/2025	10332151	01202026	123210	1,889.50	01/12/2026	INV	PD	REFD STATION 1 - REPAIR B
0111953-IN		12/22/2025	10331935	01202026	123210	1,030.35	01/22/2026	INV	PD	ADD COATING TO BOH CONDEN
0111954-IN		12/05/2025	10332150	01202026	123210	3,072.26	01/12/2026	INV	PD	RBFD STATION - GAS LINE R
12257 RACE COMMUNICATIONS						7,397.11				
RC1950484		01/06/2026	10332085	01202026	123211	2,040.00	01/06/2026	INV	PD	2GB DEDICATION INTERNET A
8230 RAYNE WATER SYSTEMS										
9181		12/31/2025	10332048	01202026	123212	134.00	01/12/2026	INV	PD	FS2 WATER SOFTENER 1/1 -
11255 RED SECURITY GROUP, LLC										
106852		12/18/2025	10331936	01202026	123213	295.00	01/18/2026	INV	PD	FULL RESET OF KEYPAD LOCK
2642 REDONDO PIER ASSOCIATION										
398		01/01/2026	10331729	01202026	123214	5,956.22	01/12/2026	INV	PD	RBPA DUES JAN26-MAR26
9637 REGIONAL TAP CENTER										
6026496		01/08/2026	10332383	01202026	123215	152.00	01/12/2026	INV	PD	TAP City Hall Dec 2025
12044 RENDELL, BRAD										
12242025		12/24/2025	10331969	01202026	123216	150.00	01/12/2026	INV	PD	UNDERWATER MAINTENANCE HA
15438 RESCH, ERIN										
196475		01/08/2026	10332419	01202026	123217	187.50	01/08/2026	INV	PD	REFUND 196475 AV RETURN D
14822 RESCUE ADVANCEMENT INC										
01022026	6766	01/02/2026	10331996	01202026	123218	18,750.00	01/12/2026	INV	PD	FEES FOR CE & QI SERVICES

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
2685 RICHARDS, WATSON & GERSON											
255488		10/24/2025	10331738	01202026	123219	678.50	01/12/2026	INV	PD	8/25 HOUSING ELEMENT	
255586		12/18/2025	10331862	01202026	123219	3,481.00	12/18/2025	INV	PD	PROFESSIONAL SERVICES OCT	
256037		11/30/2025	10331900	01202026	123219	23,757.70	01/12/2026	INV	PD	10/25 New Commune DTLA Le	
256039		12/03/2025	10331901	01202026	123219	3,006.59	01/12/2026	INV	PD	10/25 G. Labono Legal Fee	
256041		12/03/2025	10331902	01202026	123219	15,196.50	01/12/2026	INV	PD	10/25 Mehta Mechanical Co	
256052		12/18/2025	10331861	01202026	123219	1,032.50	12/18/2025	INV	PD	PROFESSIONAL SERVICES NOV	
256553		12/22/2025	10332416	01202026	123219	413.00	01/08/2026	INV	PD	EMINENT DOMAIN ADVICE-MAD	
						47,565.79					
12192 RIVIERA VILLAGE ASSOCIATION											
10-12/25BID		12/22/2025	10332523	01202026	123220	13,065.00	01/06/2026	INV	PD	OCT-DEC 2025 (FY25-26 BID	
14102 ROBERT HALF											
65560614	7093	10/30/2025	10331891	01202026	123221	967.50	12/19/2025	INV	PD	ROBERT HALF INC Contracto	
65625574	7093	11/18/2025	10331890	01202026	123221	967.50	12/19/2025	INV	PD	ROBERT HALF INC Contracto	
65697559	7093	12/09/2025	10331892	01202026	123221	1,290.00	12/19/2025	INV	PD	ROBERT HALF INC Contracto	
65725629	7093	12/17/2025	10331893	01202026	123221	1,290.00	12/19/2025	INV	PD	ROBERT HALF INC Contracto	
65730386	7187	12/22/2025	10332071	01202026	123221	2,454.27	01/06/2026	INV	PD	TEMPORARY STAFFING FOR FS	
65741575	6812	12/23/2025	10332527	01202026	123221	1,382.40	01/12/2026	INV	PD	TEMPORARY STAFFING SERVIC	
65745111	7093	12/23/2025	10332210	01202026	123221	1,290.00	01/07/2026	INV	PD	ROBERT HALF INC Contracto	
65749929	7187	12/24/2025	10332072	01202026	123221	3,166.80	01/06/2026	INV	PD	TEMPORARY STAFFING FOR FS	
						12,808.47					
6661 ROBERTSON'S											
764992		12/10/2025	10331958	01202026	123222	1,367.22	01/10/2026	INV	PD	CONCRETE DELIVERY 2721 18	
766067		12/11/2025	10331937	01202026	123222	796.48	01/11/2026	INV	PD	CONCRETE DELIVERY 2721 18	
						2,163.70					
15435 ROTO ROOTER SERVICES COMPANY											
202500129		01/06/2026	10332062	01202026	123223	1,806.00	01/12/2026	INV	PD	REFUND PERMIT FEES FOR UN	
13562 SADEGHI, SINA											
POA 10/18/2025		11/17/2025	10331874	01202026	123224	275.00	01/12/2026	INV	PD	POA RAVEN WING LIMITED 10	
POA 11/13/2025		11/17/2025	10331873	01202026	123224	775.00	01/12/2026	INV	PD	POA CARBINE 2-DAY COURSE	
POA 11/15/2025		11/17/2025	10331871	01202026	123224	775.00	01/12/2026	INV	PD	POA PISTOLE 2-DAY COURSE	
						1,825.00					
2779 SAFELITE GLASS CORP.											
05855-018419		12/17/2025	10331887	01202026	123225	336.05	01/20/2026	INV	PD	LEFT REAR GLASS UNIT 649-	
14800 SAFETYCENTRIC INC											
INV26551	7075	01/06/2026	10332089	01202026	123226	525.00	01/06/2026	INV	PD	CONTRACTOR FOR FIBER OPTI	
INV26593	7075	01/06/2026	10332087	01202026	123226	350.00	01/06/2026	INV	PD	CONTRACTOR FOR FIBER OPTI	
						875.00					
3031 SC FUELS											

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
IN-0000816721	7233	12/15/2025	10331939	01202026	123227	22,988.84	01/16/2026	INV	PD	8,000 GALLONS UNLEADED FU	
8595 SCOTT ROBINSON CHRYSLER, DODGE, JEEP, RAM											
509892		04/14/2025	10332123	01202026	123228	239.95	01/20/2026	INV	PD	UNIT 670 - 4 WHEEL ALIGNM	
518916		12/15/2025	10331889	01202026	123228	379.82	01/20/2026	INV	PD	UNIT 671-23 REPLACE FUEL	
						619.77					
6612 SEEDS OF JOY VILLAGE, INC.											
SOJV2026-01JANUARY26		01/08/2026	10332430	01202026	123229	3,497.67	01/08/2026	INV	PD	SOJV2026-01 JANUARY2026 S	
11774 SHAFER, MARIA											
2025-050 RBYC		11/14/2025	10332494	01202026	123230	255.00	01/12/2026	INV	PD	MEETING MINUTES FOR YOUTH	
2025-051 RBCAC		12/21/2025	10332504	01202026	123230	510.00	01/12/2026	INV	PD	MEETING MINUTES FOR CULTU	
2025-053 RBYC		12/10/2025	10332497	01202026	123230	255.00	01/12/2026	INV	PD	MEETING MINUTES FOR YOUTH	
2025-054 RBHC		12/17/2025	10332503	01202026	123230	255.00	01/12/2026	INV	PD	MEETING MINUTES FOR HARBO	
						1,275.00					
8931 SIGNAL ATTORNEY SERVICE, INC.											
121525		12/15/2025	10332381	01202026	123231	140.00	01/12/2026	INV	PD	Services Rendered from 12	
2898 SIGNVERTISE											
12560		01/13/2026	10332555	01202026	123232	700.00	01/30/2026	INV	PD	STREET BANNERS FOR NOVEMB	
15443 SILVA, MARCELO											
00025813		12/22/2025	10332499	01202026	123233	88.00	01/06/2026	INV	PD	PARKING CITATION REFUND	
2908 SIRCHIE FINGER PRINT LABORATORIES, INC											
0725164-IN		12/29/2025	10332102	01202026	123234	43.02	01/05/2026	INV	PD	FINGERPRINT SUPPLIES	
0725169-IN		12/29/2025	10332033	01202026	123234	26.73	01/05/2026	INV	PD	FINGERPRINT SUPPLIES	
						69.75					
11210 SOUTH BAY FLEET SPECIALIST											
21974		12/19/2025	10332127	01202026	123235	4,987.50	01/20/2026	INV	PD	UNIT 666-19 NEW VIP CAR U	
21980		12/19/2025	10332343	01202026	123235	4,996.50	01/20/2026	INV	PD	UNIT 667-21 REPAIRS/COLOR	
						9,984.00					
2990 SOUTH BAY FORD											
530555		12/15/2025	10331886	01202026	123237	423.65	01/20/2026	INV	PD	REPLACED PURGE VALVE AND	
566053		11/21/2025	10331998	01202026	123236	63.69	01/12/2026	INV	PD	UNIT 646 RADIATOR HOSE	
571248		01/05/2026	10331994	01202026	123236	748.75	02/05/2026	INV	PD	STOCK - BRAKE PADS; BRAKE	
571318		01/05/2026	10332120	01202026	123236	51.56	01/20/2026	INV	PD	UNIT 257-20 FUSE COVER BO	
571378		01/06/2026	10332223	01202026	123236	202.18	02/06/2026	INV	PD	UNIT 346-15 - TAIL LAMPS	
CM566053		11/21/2025	10332001	01202026	123236	-50.96	11/21/2025	CRM	PD	UNIT 646 - RADIATION HOSE	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						1,438.87					
3016 SOUTHERN CALIFORNIA EDISON											
600001012446-120925		12/09/2025	10331866	01202026	123238	74,788.65	12/29/2025	INV	PD	GRANT/FRANCISCA/ARTESIA/	
700062360940-121525		12/15/2025	10332088	01202026	123238	1,977.34	01/05/2026	INV	PD	N HARBOR DR, N CATALINA,	
700062436318-121525		12/15/2025	10332069	01202026	123238	10,084.16	01/05/2026	INV	PD	101 TORRANCE BL./INT'L BO	
700062474209-121025		12/10/2025	10332060	01202026	123238	3,771.05	12/30/2025	INV	PD	1624 MORGAN/ARMOUR/GOODM	
700063072575-120325		12/03/2025	10331865	01202026	123238	82,745.11	12/23/2025	INV	PD	700 JULIA, 2000 ARTESIA,	
700165291478-121525		12/15/2025	10332070	01202026	123238	500.22	01/05/2026	INV	PD	205 YACHT CLUB WAY 11/10-	
700470178747-121525		12/15/2025	10331930	01202026	123238	1,620.92	01/05/2026	INV	PD	ARTESIA, JUANITA, 190TH,	
700634979323-120325		12/03/2025	10331864	01202026	123238	1,825.46	12/23/2025	INV	PD	CAMINO REAL, AVE H, ARTES	
Edison		01/06/2026	10332145	01202026	123238	63.50	01/12/2026	INV	PD	Edison PED 11/25-12/25/25	
Edison 11.25-12.25.2		01/06/2026	10332146	01202026	123238	1,191.90	01/12/2026	INV	PD	Edison 11.25-12.25.25	
						178,568.31					
15303 SOUTHSTAR ENGINEERING & CONSULTING, INC											
700	7170	12/16/2025	10331725	01202026	123239	32,660.00	01/08/2026	INV	PD	CONSTRUCTION MANAGEMENT F	
15437 SOVERO, VERONICA											
196474		01/08/2026	10332418	01202026	123240	200.00	01/08/2026	INV	PD	REFUND196474 AV RETURN DE	
3045 SPECIALTY DOORS											
56561S	7143	12/03/2025	10332467	01202026	123241	6,896.41	01/03/2026	INV	PD	ROLLING STEEL DOOR FOR TI	
56590S		01/06/2026	10332140	01202026	123242	509.97	01/12/2026	INV	PD	RBPA - E ENTRANCE LOBBY D	
						7,406.38					
11542 ST. ANASTASIA CATHOLIC SCHOOL											
12162025		01/10/2026	10332482	01202026	123243	652.00	01/10/2026	INV	PD	PARTIAL REFUND - ST ANAST	
10656 STATE WATER POLLUTION CLEANUP AND ABATEMENT											
LARWQCB12162025		12/16/2025	10331723	01202026	123244	79,500.00	01/08/2026	INV	PD	SETTLEMENT AGREEMENT SEAS	
13591 STELLEN DESIGN LLC											
3053		11/05/2025	10332131	01202026	123245	200.00	01/06/2026	INV	PD	OCT25 NEW CITY FLAG AND P	
11144 STRICKFADEN, DIANE											
STRICKFADEN CALPELRA		12/11/2025	10331706	01202026	123246	603.00	01/12/2026	INV	PD	DIANE STRICKFADEN CALPELR	
10365 T-MOBILE											
12212025-998074818		12/21/2025	10332378	01202026	123247	3,115.16	01/13/2026	INV	PD	MONTHLY DUES ACCOUNT 9980	
205379417-01132026		01/06/2026	10332107	01202026	123247	738.36	01/06/2026	INV	PD	205379471-FIRE MDCS	
267037237-01132026		01/08/2026	10332315	01202026	123247	1,097.30	01/08/2026	INV	PD	RB COMM SERVICES 26703723	
997675723-01132026		01/06/2026	10332106	01202026	123247	122.20	01/06/2026	INV	PD	997675723	
998197361-01132026		12/21/2025	10331941	01202026	123247	93.30	01/13/2026	INV	PD	FIRE DEPT PHONES/INTERNET	
99982833001132026		01/06/2026	10332099	01202026	123247	117.02	01/06/2026	INV	PD	RB IT 999828330	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8435 T-MOBILE USA						5,283.34				
999820991-0825		08/21/2025	10332448	01202026	123249	420.97	09/22/2025	INV	PD	PW IPADS 08/25
999820991-0925		09/21/2025	10332449	01202026	123249	420.97	10/21/2025	INV	PD	PW IPADS 09/25
999820991-10/25		10/21/2025	10332450	01202026	123249	420.97	11/21/2025	INV	PD	PW IPADS 10/25
999820991-11/25		11/21/2025	10332451	01202026	123249	420.97	12/22/2025	INV	PD	PW IPADS 11/25
999820991-12/25		12/21/2025	10332452	01202026	123249	420.97	01/21/2026	INV	PD	PW IPADS 12/25
L2511290247		11/29/2025	10332251	01202026	123248	100.00	11/29/2025	INV	PD	SEARCH WARRANT CELL TOWER
L2511290262		11/29/2025	10332249	01202026	123248	50.00	11/29/2025	INV	PD	TRAFFIC SEARCH WARRANT DR
L2512040586		12/04/2025	10332250	01202026	123248	115.00	12/04/2025	INV	PD	SEARCH WARRANT PING REQUE
L2512090016		12/09/2025	10332253	01202026	123248	300.00	12/09/2026	INV	PD	CELL TOWER DUMP DR 25-537
L2512180098		12/18/2025	10332254	01202026	123248	165.00	12/18/2025	INV	PD	RECURRING PINGS 25-SIU-00
						2,834.85				
9715 T2 SYSTEMS CANADA INC.										
INVEBP0000010597		12/16/2025	10331730	01202026	123250	129.00	01/12/2026	INV	PD	EXTEND BY PHONE USAGE 11/
9290 TELECOM LAW FIRM, P.C.										
20237	6408	01/01/2026	10332166	01202026	123251	1,937.95	01/08/2026	INV	PD	TELECOM CONSULTING SERVIC
20237.A		01/14/2026	10332582	01202026	123251	461.30	01/14/2026	INV	PD	TELECOM CONSULTING SERVIC
20246	6408	12/16/2025	10332184	01202026	123251	2,399.25	01/08/2026	INV	PD	TELECOM CONSULTING SERVIC
20246.A		12/15/2025	10332185	01202026	123251	321.75	01/08/2026	INV	PD	202500187 CROWN-TMO 503 R
						5,120.25				
9361 TETRA TECH, INC										
52526641	6355	12/08/2025	10332173	01202026	123252	4,050.00	01/08/2026	INV	PD	PLANNING-DESIGN FOR GLENN
11764 THE CHUKA FAMILY TRUST										
01082026		01/08/2026	10332384	01202026	123253	22,738.79	01/08/2026	INV	PD	1922 ARTESIA BLVD LEASE F
10837 THE FELDHAKA LAW FIRM										
57214		01/05/2026	10332435	01202026	123254	3,583.19	01/12/2026	INV	PD	12/25 ICRMA Legal Fees
11787 THOMAS, JOSEPH G.										
DECEMBER2025		01/08/2026	10332415	01202026	123255	365.40	01/08/2026	INV	PD	DECEMBER2025 SENIOR BRIDG
SEPTEMBER2025		01/08/2026	10332417	01202026	123255	680.40	01/08/2026	INV	PD	SEPTEMBER2025 SENIOR BRID
						1,045.80				
71 TIME WARNER CABLE										
119992001122125		01/06/2026	10332111	01202026	123256	1,450.26	01/06/2026	INV	PD	119992001122125 NETWORK S
188419101122125		01/06/2026	10332110	01202026	123256	3,312.21	01/06/2026	INV	PD	188419101-FIBER
						4,762.47				
11361 TIREHUB, LLC										
55289571		12/11/2025	10331885	01202026	123257	746.21	01/20/2026	INV	PD	STOCK TIRES

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
55320029		12/12/2025	10331884	01202026	123257	81.68	01/20/2026	INV	PD	STOCK TIRES	
55471892		12/18/2025	10331883	01202026	123257	422.38	01/20/2026	INV	PD	STOCK TIRES	
12875 TODD, GARRETT						1,250.27					
FIRE 10/30/2025		11/08/2025	10332303	01202026	123258	460.00	01/12/2026	INV	PD	FIRE ADVANCED PRINCIPLES	
FIRE 10/30/2025 (2)		11/08/2025	10332305	01202026	123258	2,040.00	01/12/2026	INV	PD	FIRE FSC 4510 PERSONNEL M	
3225 TORRANCE AUTO PARTS						2,500.00					
2280-1125		12/01/2025	10332453	01202026	123259	4,162.63	01/15/2026	INV	PD	NOVEMBER /25 AUTO PARTS	
2280-1225		01/01/2026	10332455	01202026	123259	4,225.75	02/01/2026	INV	PD	DECEMBER AUTO PARTS PURCH	
7130 TORRANCE AUTO REPAIR						8,388.38					
0192814		12/18/2025	10332454	01202026	123260	336.00	01/19/2026	INV	PD	ALIGNMENT UNIT 121	
7361 TRANSPORTATION CONCEPTS											
5161125	7086	01/06/2026	10332143	01202026	123261	349,405.29	01/12/2026	INV	PD	Nov 2025 Transportation C	
6479 TRANSTECH ENGINEERS, INC.											
20258682R	7110	08/31/2025	10332202	01202026	123262	27,186.75	01/07/2026	INV	PD	PLAN CHECK AND CONSULTANT	
9342 TRANSUNION RISK AND ALTERNATIVE											
213833-202512-1		01/01/2026	10332255	01202026	123263	220.90	01/01/2026	INV	PD	DEPT MONTHLY ACCESS CHARG	
3261 TURF STAR INC											
INV113128		09/11/2025	10331711	01202026	123264	1,352.15	01/20/2026	INV	PD	U295 CHAMBERS-CENTER, RH,	
INV117886		10/06/2025	10331710	01202026	123264	168.43	01/20/2026	INV	PD	UNIT286 FRONT DECK MOTOR	
INV118277		10/08/2025	10331709	01202026	123264	264.38	01/20/2026	INV	PD	UNIT286 FRONT DECK MOTOR	
3273 U.S. ARMOR CORPORATION						1,784.96					
51448		12/12/2025	10332271	01202026	123265	902.18	01/08/2026	INV	PD	Loftsrom replacement vest	
51487		12/22/2025	10332269	01202026	123265	902.13	01/08/2026	INV	PD	D Delery replacement vest	
3285 UNDERGROUND SERVICE ALERT						1,804.31					
1220250582		01/01/2026	10332163	01202026	123266	212.00	01/08/2026	INV	PD	101 RBCH NEW TKT CHRGS &	
520250581		10/30/2025	10332160	01202026	123266	235.70	01/08/2026	INV	PD	122 RBCH NEW TKT CHRGS AN	
5332 UNITED RENTALS NORTHWEST, INC.						447.70					
185398016-070		12/13/2025	10332443	01202026	123267	197.55	01/12/2026	INV	PD	1/26 Homeless Ct Portable	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.											
114-14164962		12/05/2025	10332360	01202026	123268	1,184.80	01/12/2026	INV	PD	RB Pallet Shelter Restroom	
13579 VEOLIA WTS SERVICES USA, INC.											
903591358	101013129	12/26/2025	10331983	01202026	123269	182.82	01/25/2026	INV	PD	EXCHANGE DI MIX BED	
903591359	101013130	12/26/2025	10331985	01202026	123269	361.82	01/25/2026	INV	PD	EXCHANGE DI MIX BED	
						544.64					
15063 VER SALES, INC											
470128	6949	01/10/2026	10332488	01202026	123270	10,419.40	01/10/2026	INV	PD	THEATRICAL EQUIPMENT AND	
8088 VERIZON BUSINESS SERVICES											
73554044		01/08/2026	10332312	01202026	123271	3,207.30	01/08/2026	INV	PD	SV646027	
Z1860235		01/06/2026	10332100	01202026	123271	42.45	01/06/2026	INV	PD	00119566CG	
						3,249.75					
3621 VERIZON WIRELESS											
6129412872		01/06/2026	10332067	01202026	123272	2,711.81	01/06/2026	INV	PD	44200360100002 MDC MODEM	
6129944886		01/06/2026	10332084	01202026	123272	310.84	01/06/2026	INV	PD	84200064000002	
6129944947		12/01/2025	10332469	01202026	123272	593.81	01/01/2026	INV	PD	PW CELL PHONES 11/2-12/1/	
6131309487		12/18/2025	10331942	01202026	123272	1,129.90	01/10/2026	INV	PD	FIRE DEPT IPADS 11/19 - 1	
						4,746.36					
14811 VESTIS UNIFORM AND WORK PLACE											
5860513922	6754	12/03/2025	10332473	01202026	123273	111.17	01/03/2026	INV	PD	12/3 PIER UNIFORMS	
5860513923	6754	12/03/2025	10332474	01202026	123273	176.79	01/03/2026	INV	PD	12/3 PARKS UNIFORMS	
5860513924	6754	12/03/2025	10332475	01202026	123273	351.65	01/03/2026	INV	PD	12/3 PW YARD UNIFORMS	
5860516422	6754	12/10/2025	10332472	01202026	123273	111.17	01/10/2026	INV	PD	12/10 PIER UNIFORMS	
5860516423	6754	12/10/2025	10332471	01202026	123273	176.79	01/11/2026	INV	PD	12/10 PARKS UNIFORMS	
5860516424	6754	12/10/2025	10332470	01202026	123273	350.36	01/11/2026	INV	PD	12/10 PW YARD UNIFORMS	
5860518882	6754	12/17/2025	10332478	01202026	123273	111.17	01/17/2026	INV	PD	12/17 PIER UNIFORMS	
5860518883	6754	12/17/2025	10332477	01202026	123273	176.79	01/17/2026	INV	PD	12/17 PARKS UNIS	
5860518884	6754	12/17/2025	10332476	01202026	123273	350.36	01/17/2026	INV	PD	12/17 PW YARD UNIFORMS	
5860521448	6754	12/24/2025	10332040	01202026	123273	164.68	01/12/2026	INV	PD	12/24 PIER UNIFORMS	
5860521449	6754	12/24/2025	10332039	01202026	123273	234.91	01/12/2026	INV	PD	12/24 PARKS UNIFORMS	
5860521450	6754	12/24/2025	10332042	01202026	123273	463.54	01/12/2026	INV	PD	12/24 PW YARD UNIFORMS	
5860523825	6754	12/31/2025	10332038	01202026	123273	164.68	01/12/2026	INV	PD	12/31 PIER UNIFORMS	
						2,944.06					
8802 VISION SERVICE PLAN											
824274999		12/19/2025	10332318	01202026	123274	6,572.41	01/12/2026	INV	PD	VSP ACTIVES JANUARY 2026	
824275006		12/19/2025	10332320	01202026	123275	1,529.01	01/12/2026	INV	PD	VSP RETIREES JANUARY 2026	
824275012		12/19/2025	10332323	01202026	123276	12.18	01/12/2026	INV	PD	VSP COBRA JANUARY 2026	
						8,113.60					
3392 WALTERS WHOLESALE ELECTRIC CO.											
S128378695.001	7184	09/24/2025	10332227	01202026	123277	21,759.47	01/12/2026	INV	PD	TRUNION MT LIGHT FIXTURE;	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
S128378695.003	7184	10/13/2025	10332228	01202026	123277	20,740.47	01/12/2026	INV	PD	LITE FIXTURE; AREA SITE L
S128998241.004	7184	10/23/2025	10332259	01202026	123277	38.68	01/12/2026	INV	PD	FREIGHT CHARGE FOR INV 21
S128998241.005	7184	12/29/2025	10332260	01202026	123277	-38.68	12/29/2025	CRM	PD	CREDIT MEMO FOR INV S1289
S129022715.001		12/30/2025	10332075	01202026	123277	302.91	01/12/2026	INV	PD	RBPAC LED LIGHTBULB CONVE
S129384646.001		12/30/2025	10332052	01202026	123277	1,019.13	01/12/2026	INV	PD	ORGANICS COMPACTORS LIGHT
3408 WAXIE SANITARY SUPPLY						43,821.98				
83601599		10/28/2025	10332505	01202026	123278	2,740.10	11/28/2025	INV	PD	PARKS JANITORIAL SUPPLIES
83628717		11/10/2025	10332508	01202026	123278	924.37	12/10/2025	INV	PD	RBPAC JANITORIAL SUPPLIES
14663 WEBSTER, WHITNEY						3,664.47				
199676		01/08/2026	10332426	01202026	123279	200.00	01/08/2026	INV	PD	REFUND 199676 WP RETURN D
3421 WEST COAST ARBORISTS INC										
237278	7206	11/30/2025	10331714	01202026	123280	20,761.00	01/12/2026	INV	PD	PROVIDE TREE TRIMMING SER
237281	7206	11/30/2025	10331716	01202026	123280	1,280.00	01/12/2026	INV	PD	TREE TRIMMING SERVICES-DO
237282	7206	11/30/2025	10331715	01202026	123280	9,660.00	01/12/2026	INV	PD	TREE TRIMMING SERVICES-MI
9128 WEST COAST LIGHTS & SIRENS, INC.						31,701.00				
28806		01/05/2026	10332275	01202026	123281	1,078.93	01/08/2026	INV	PD	replace inverter unit 669
28807		01/05/2026	10332274	01202026	123281	498.85	01/08/2026	INV	PD	replace antenna unit 662
28810		01/05/2026	10332272	01202026	123281	523.22	01/08/2026	INV	PD	replacement antenna unit
10518 WESTERN NRG, INC.						2,101.00				
228646		01/06/2026	10332091	01202026	123282	125.00	01/06/2026	INV	PD	SONIC WALL
14679 WESTFLEX INC										
5008535		09/16/2025	10332349	01202026	123283	128.84	10/17/2025	INV	PD	PURELL HAND SANITIXER FOR
5009683		11/19/2025	10332351	01202026	123283	47.45	12/20/2025	INV	PD	STEEL TOE KNEE BOOT
3458 WILLIAMS SCOTSMAN, INC.						176.29				
9025210997		12/15/2025	10332428	01202026	123284	174.07	01/12/2026	INV	PD	STREETS STOR CONTAINER 10
9025324660		01/02/2026	10332512	01202026	123284	275.91	01/12/2026	INV	PD	Pallet Shelter Storage 01
9025324678		01/02/2026	10332515	01202026	123284	328.59	01/12/2026	INV	PD	Pallet Shelter Storage 01
9025324696		01/02/2026	10332514	01202026	123284	275.91	01/12/2026	INV	PD	Pallet Shelter Storage 01
15436 WILLIAMS, CLAYTON						1,054.48				
196468		01/08/2026	10332422	01202026	123285	200.00	01/08/2026	INV	PD	REFUND 196468 AV RETURN D
15316 WITTMAN ENTERPRISES LLC										

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
25090646	7157	10/01/2025	10332574	01202026	123286	6,510.00	11/01/2025	INV	PD	FEES FOR BILLING SERVICES	
25100646	7157	11/03/2025	10332576	01202026	123286	3,165.00	12/03/2025	INV	PD	FEES FOR BILLING SERVICES	
25110646	7157	12/01/2025	10332578	01202026	123286	6,840.00	01/01/2026	INV	PD	FEES FOR BILLING SERVICES	
25120646	7157	01/01/2026	10332081	01202026	123286	7,320.00	01/12/2026	INV	PD	FEES FOR BILLING SERVICES	
						<b>23,835.00</b>					
3510 ZOLL MEDICAL CORPORATION											
4316286		09/02/2025	10332011	01202026	123287	4,569.99	10/02/2025	INV	PD	RAINBOW DCI ADULT REUSABL	
4345354		10/13/2025	10332010	01202026	123287	1,156.77	11/12/2025	INV	PD	LIFEBAND 3 PACK	
4352225		10/21/2025	10332009	01202026	123287	362.18	11/20/2025	INV	PD	PARAMEDIC SUPPLIES	
4393943		12/16/2025	10331911	01202026	123287	3,201.12	01/15/2026	INV	PD	PARAMEDIC SUPPLIES 12/16/	
						<b>9,290.06</b>					
<b>581 INVOICES</b>						<b>3,223,569.19</b>					

\*\* END OF REPORT - Generated by Nicholette Garcia \*\*



# Administrative Report

---

H.5., File # 26-0045

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** STEPHANIE MEYER, FINANCE DIRECTOR

## **TITLE**

RECEIVE AND FILE THE ANNUAL SINGLE AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024

## **EXECUTIVE SUMMARY**

The City's independent auditors, CliftonLarsonAllen, LLP, have completed their annual review of the City's federal programs to complete the Single Audit Report for the fiscal year ended June 30, 2024. The Single Audit Report trails the Annual Comprehensive Financial Report (ACFR), which staff presented to the Audit Subcommittee and City Council on September 16, 2025 in draft, and shared in final form to the City Council on December 18, 2025. Staff has now submitted the ACFR and Single Audit report to the Federal Clearinghouse and state agencies, as required.

## **BACKGROUND**

The Single Audit Report is required for all federal and state funded programs. These programs are audited in conformity with the provisions of the Single Audit Act of 1984 and the OMB Circular A-133, Audits of States and Local Governments.

## **Results Overview**

The City's auditors issued a qualified opinion for the City's Section 8 Housing Choice Vouchers Program. The audit also identified five findings in the course of the audit: two classified as material weaknesses in internal controls (a more serious finding) and three as significant deficiencies in internal controls (less severe than a material weakness). All findings were related to the Section 8 Housing program. The auditors identified the two material weakness findings as the basis for the qualified opinion regarding the Section 8 program. The weaknesses pertained to the timing of the financial data schedule (FDS) submission (finding 2024-007) and the review process and lack of supporting documentation for monthly Voucher Management System (VMS) reporting (finding 2024-0010).

The audit shows an unmodified opinion (the best opinion available) with no associated findings for all of the City's other major federal programs.

## **Findings & City Response**

City staff in the Housing Division of the Community Services Department and the Financial Services Department have discussed the findings with the auditors in detail and have initiated actions to respond to each finding and improve the internal processes associated with the identified

weaknesses. The findings, with the City's responses and proposed actions are shown in the Single Audit Report Section III-Findings and Questioned Costs-Major Federal Programs.

Most findings relate to the timing of the required report submissions and to a lack of sufficient supporting documentation of compliance with the required procedures. Both relate directly to significant staffing turnover over the past few years' the Housing Division and Financial Services Department. The staff turnover has impacted the City's ability to meet reporting deadlines and has complicated the City's efforts to identify and share supporting information. Staff is pleased to report that the critical positions in the Housing and Financial Services areas needed to address the documentation concerns are now filled. Additionally, staff would like to note that some of the findings relate to historical practices that the City's former auditors reviewed and did not highlight as a concern during prior audits.

While these circumstances explain the findings, staff agrees with the auditor's recommendations and has either initiated, or already implemented, changes to address the issues identified in the course of the audit, as described in the City's management response and corrective action plan. While some may appear again in the FY 2024-25 Single Audit - as the delay in the prior year's audit meant that staff has not had the opportunity to correct those actions - staff anticipates that current actions will avoid repeat findings in FY 2025-26 and beyond. Changes to procedure, including improved documentation of procedures, will also mean the City is in a better position to avoid similar challenges should future staffing changes occur.

As no findings are repeat findings, staff anticipates that the modified opinion and findings will not negatively impact the City's Section 8 or other federal funding. Staff is confident that actions taken in response to findings will ensure the City remains in good standing with the Department of Housing and Urban Development (HUD) and the Office of Management and Budget.

### **COORDINATION**

The single audit report has been coordinated with the City's independent auditors, the Community Services Department, and all other City Departments with federal grant programs.

### **FISCAL IMPACT**

The cost for the single audit is included in the Financial Services Department's portion of the FY 2023-24 Adopted Budget. The ongoing review and administration of the audited federal programs is part of the Community Services Department's annual work program.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Report - City of Redondo Beach Single Audit Report-Fiscal Year ending June 30, 2024

**CITY OF REDONDO BEACH, CALIFORNIA**  
**SINGLE AUDIT OF FEDERALLY ASSISTED**  
**GRANT PROGRAMS**  
**YEAR ENDED JUNE 30, 2024**



CPAs | CONSULTANTS | WEALTH ADVISORS

[CLAconnect.com](https://www.claconnect.com)

**CITY OF REDONDO BEACH, CALIFORNIA  
TABLE OF CONTENTS  
YEAR ENDED JUNE 30, 2024**

<b>INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i></b>	<b>3</b>
<b>INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE</b>	<b>5</b>
<b>SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS</b>	<b>9</b>
<b>NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS</b>	<b>10</b>
<b>SCHEDULE OF FINDINGS AND QUESTIONED COSTS</b>	<b>11</b>
<b>SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS</b>	<b>27</b>



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Honorable Mayor and Members of the City Council  
City of Redondo Beach  
Redondo Beach, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Redondo Beach, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City of Redondo Beach's basic financial statements, and have issued our report thereon dated October 31, 2025.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered City of Redondo Beach's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Redondo Beach's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Redondo Beach's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

We consider the deficiencies described in the accompanying schedule of findings and responses as items 2024-001, 2024-002 and 2024-003 to be material weaknesses.

Honorable Mayor and Members of the City Council  
City of Redondo Beach, California

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and responses as items 2024-004 and 2024-005 to be significant deficiencies.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether City of Redondo Beach's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

### ***City of Redondo Beach's Response to Findings***

*Government Auditing Standards* requires the auditor to perform limited procedures on the City of Redondo Beach's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The City of Redondo Beach's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

### ***Purpose of This Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



**CliftonLarsonAllen LLP**

Irvine, California  
October 31, 2025



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR  
FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND  
REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
REQUIRED BY THE UNIFORM GUIDANCE**

Honorable Mayor and Members of the City Council  
City of Redondo Beach  
Redondo Beach, California

**Report on Compliance for Each Major Federal Program**

*Qualified and Unmodified Opinions*

We have audited the City of Redondo Beach's, compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City of Redondo Beach's major federal programs for the year ended June 30, 2024. The City of Redondo Beach's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

*Qualified Opinion on Section 8 Housing Choice Vouchers Program*

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the City of Redondo Beach complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the Section 8 Housing Choice Vouchers Program for the year ended June 30, 2024.

*Unmodified Opinion on the Other Major Federal Program*

In our opinion, the City of Redondo Beach complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its other major federal program identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2024.

***Basis for Qualified and Unmodified Opinions***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Redondo Beach and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified and unmodified opinions on compliance for each major federal program. Our audit does not provide a legal determination of the City of Redondo Beach's compliance with the compliance requirements referred to above.

*Matters Giving Rise to Qualified Opinion on Section 8 Housing Choice Vouchers Program*

As described in the accompanying schedule of findings and questioned costs, the City did not comply with requirements regarding Section 8 Housing Choice Vouchers Program as described in finding number 2024-007 and 2024-010 for Reporting.

Compliance with such requirements is necessary, in our opinion, for the City of Redondo Beach to comply with the requirements applicable to that program.

**Responsibilities of Management for Compliance**

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City of Redondo Beach's federal programs.

**Auditors' Responsibilities for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Redondo Beach's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of Redondo Beach's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City of Redondo Beach's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City of Redondo Beach's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City of Redondo Beach's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Other Matters**

The results of our auditing procedures disclosed other instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2024-006, 2024-007, 2024-008, and 2024-010. Our opinion on each major federal program is not modified with respect to these matters.

*Government Auditing Standards* require the auditor to perform limited procedures on the City of Redondo Beach's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City of Redondo Beach's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

### **Report on Internal Control Over Compliance**

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses and significant deficiencies.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2024-007 and 2024-010 to be material weaknesses.

*A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2024-006, 2024-008 and 2024-009 to be significant deficiencies.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

*Government Auditing Standards* requires the auditor to perform limited procedures on the City of Redondo Beach's response to internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The City of Redondo Beach's

Honorable Mayor and Members of the City Council  
City of Redondo Beach, California

response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

### **Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Redondo Beach as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City of Redondo Beach's basic financial statements. We have issued our report thereon, dated October 31, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



**CliftonLarsonAllen LLP**

Irvine, California  
December 30, 2025

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED JUNE 30, 2024**

Federal Grantor / Pass-Through Grantor / Program / Cluster Title / Project	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Passed Through to Subrecipients
<u>U.S. Department of Housing and Urban Development</u>				
Direct Assistance:				
Community Development Block Grants - Entitlement Grants Cluster:				
Community Development Block Grant/Entitlement Grant	14.218		\$ 381,193	\$ -
Housing Voucher Cluster:				
Section 8 Housing Choice Vouchers	14.871		9,015,825	-
Total U.S. Department of Housing and Urban Development			9,397,018	-
<u>U.S. Department of Transportation</u>				
Direct Assistance:				
Federal Transit Cluster:				
Federal Transit - Formula Grants	20.507		2,462,965	-
Passed-Through the State of CA Office of Traffic Safety:				
Highway Safety Cluster:				
State and Community Highway Safety				
State and Community Highway Safety	20.600	XCA4E3XL2KY7 - PT23152	13,726	-
	20.600	XCA4E3XL2KY7 - PT24156	23,138	-
	20.600	XCA4E3XL2KY7 - PS24026	15,195	-
Total State and Community Highway Safety			52,059	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated				
	20.608	XCA4E3XL2KY7 - PT23152	26,137	-
	20.608	XCA4E3XL2KY7 - PT24156	45,851	-
Total Minimum Penalties for Repeat Offenders for Driving While Intoxicated			71,988	-
Total U.S. Department of Transportation			2,587,012	-
<u>U.S. Department of Justice</u>				
Direct Assistance:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738		25,029	-
Equitable Sharing	16.922		17,997	-
Bulletproof Vest Partnership Program	16.607		4,096	-
Total U.S. Department of Justice			47,122	-
<u>U.S. Department of Treasury</u>				
Direct Assistance:				
Equitable Sharing	21.016		18,010	-
Total U.S. Department of Justice			18,010	-
<u>U.S. Department of Homeland Security</u>				
Passed-Through County of Los Angeles Office of Emergency Services:				
Homeland Security Grant Program	97.067	2020-0095	29,656	-
Total U.S. Department of Homeland Security			29,656	-
Total Expenditures of Federal Awards			\$ 12,078,818	\$ -

See accompanying Notes to Schedule of Expenditures of Federal Awards.

**CITY OF REDONDO BEACH, CALIFORNIA**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**JUNE 30, 2024**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the City of Redondo Beach, California (the City), under programs of the federal government for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial statements of the City. The City's reporting entity is defined in Note 1 of the notes to the City's financial statements.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported using the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for proprietary funds, which is described in Note 1 of the notes to the City's financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**NOTE 3 INDIRECT COST RATE**

The City has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED JUNE 30, 2024**

---

**Section I – Summary of Auditors’ Results**

---

**Financial Statements**

1. Type of auditors’ report issued: Unmodified
2. Internal control over financial reporting:
- Material weakness(es) identified?     x     yes            no
  - Significant deficiency(ies) identified?     x     yes            none reported
3. Noncompliance material to financial statements noted?            yes     x     no

**Federal Awards**

1. Internal control over major federal programs:
- Material weakness(es) identified?     x     yes            no
  - Significant deficiency(ies) identified?     x     yes            none reported
2. Type of auditors’ report issued on compliance for major federal programs: Qualified for ALN 14.871 Housing Voucher Cluster and unmodified for ALN 20.507 Federal Transit – Formula Grants.
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?     x     yes            no

**Identification of Major Federal Programs**

<b>Assistance Listing Number(s)</b>	<b>Name of Federal Program or Cluster</b>
14.871	Housing Voucher Cluster
20.507	Federal Transit – Formula Grants

- Dollar threshold used to distinguish between Type A and Type B programs:     \$    750,000
- Auditee qualified as low-risk auditee?            yes     x     no

**CITY OF REDONDO BEACH  
SCHEDULE OF FINDINGS AND RESPONSES  
YEAR ENDED JUNE 30, 2024**

---

***Section II – Financial Statement Findings***

---

**2024-001 - Grant Accounting**

**Type of Finding:** Material Weakness in Internal Control over Financial Reporting

**Condition:** The City recorded a material journal entry of approximately \$3.4 million to correct long-standing balances in the Other Intergovernmental Grants special revenue fund, specifically related to grants receivable and unavailable revenue. The adjustment was necessary to eliminate unsupported or outdated balances that had accumulated over multiple reporting periods.

**Criteria or specific requirement:** The City's management is responsible for establishing and maintaining internal controls for the proper recording of grant revenues and related receivables.

**Effect:** Amounts due from other governments, related unavailable revenues and beginning fund balance in the Other Intergovernmental Grants special revenue fund were materially overstated.

**Cause:** The lack of effective monitoring and reconciliation procedures related to grant activity and staff turnover.

**Repeat finding:** No

**Recommendation:** We recommend that the City update the internal controls related to the recording of grant activity to ensure the accuracy of affected account balances and the timeliness of monitoring and reconciliations. Such controls should be documented in writing and disseminated to all staff involved with grant activities and should include:

- Monthly reviews of grant activity and receivable aging schedules,
- Documentation of reconciliations and resolution of discrepancies,
- Oversight by finance and grant management to ensure compliance and accuracy.

**Views of responsible officials and planned corrective actions:**

Management concurs with the finding. The City recognizes the importance of maintaining accurate and timely reconciliations of grant-related receivables and unavailable revenue. Prior to receiving this finding, the City had initiated actions that will correct the identified issue, including the development of a formal reconciliation schedule and associated procedures and the assignment of dedicated staff to oversee grant fund activity. Additionally, the City has initiated a comprehensive review of grant processes and procedures which involve City staff in all Departments who use grant funding. This review will help to ensure a broad understanding of grant management, and the responsibility associated with each role related to grants, with the end goal of ensuring accuracy and compliance with grant accounting requirements. These procedures will be documented and implemented in the upcoming fiscal year to ensure compliance with grant requirements and to strengthen internal controls over financial reporting.

**CITY OF REDONDO BEACH  
SCHEDULE OF FINDINGS AND RESPONSES (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section II – Financial Statement Findings (Continued)***

---

**2024-002 - Construction in Progress (CIP) Accounting**

**Type of Finding:** Material Weakness in Internal Control over Financial Reporting

**Condition:** The following misstatements were identified in the capital asset CIP schedules:

- Dredging costs incurred to maintain the navigability of the waterways (approximately \$490,000 related to the prior year and \$3,000,000 related to the current year) were improperly capitalized in the Harbor Tidelands enterprise fund.
- Approximately \$18,000,000 in completed project costs were removed from CIP of the governmental activities since they had remained beyond their completion date and reclassified to their appropriate capital asset classes.
- Approximately, \$14,290,000 in street infrastructure project costs were removed from CIP of the governmental activities since the costs related to preservation and maintenance costs which should be not be capitalized under the modified approach for reporting infrastructure assets.

**Criteria or specific requirements:** Capital projects costs that do not enhance the use of an asset or extend its useful life should not be capitalized and, therefore, not be included in CIP. Once CIP projects are completed and the assets are placed in service, the project costs should be transferred from CIP to the appropriate capital asset class and depreciation should commence. Governmental entities that have elected to account for one or more of its networks or subsystems of infrastructure assets under the modified approach forego depreciation of those assets by committing to preserving and maintaining a given network or subsystem of infrastructure assets at a specific condition level. The costs of preservation and maintenance at that condition level are expensed when incurred and not capitalized.

**Effect:** CIP and net position were overstated for governmental activities and the Harbor Tidelands enterprise fund.

**Cause:** Internal controls to ensure proper classification and timely capitalization of completed capital projects were not functioning properly and staff turnover.

**Repeat finding:** No

**Recommendation:** We recommend that internal control policies and procedures over accounting and reporting of CIP be reviewed, updated and documented in writing. In particular, the policies and procedures update should address capitalization thresholds, costs eligible for capitalization, monitoring of CIP activity and timely capitalization and removal of completed projects. In addition, the policies and procedures should address accounting and reporting for street infrastructure assets under the modified approach.

**Views of responsible officials and planned corrective actions:**

Management concurs with the finding. The City is reviewing its capital asset accounting policies and procedures and will implement additional controls to ensure timely and accurate classification of capital projects. The City plans for staff training and updating the current system for capital asset reporting to improve compliance with GASB 34 and strengthen internal controls over financial reporting.

**CITY OF REDONDO BEACH  
SCHEDULE OF FINDINGS AND RESPONSES (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section II – Financial Statement Findings (Continued)***

---

**2024-003 – Accounting for Third-Party Activity**

**Type of Finding:** Material Weakness in Financial Reporting and Ledger Controls

**Condition:** The City identified two key areas where financial activity was not being properly accounted for in the City's general ledger:

1. **Third-Party Managed Leases:** Revenues and expenditures associated with properties managed by third-party were being reported on a net basis, rather than gross, which obscures the full scope of lease-related financial activity. Additionally, related balance sheet accounts such as cash deposits held by third-party, unamortized leasing commissions, and tenant deposit liabilities were either missing or inaccurately recorded.
2. **Marine Avenue Agreement:** The Authority Reserve Fund (AFR), held externally by the hotel's lender, was not tracked within the City's general ledger accurately. Although the AFR receives City contributions (funded by transient occupancy taxes generated by the agreement's subject properties) and hotel owner/operator draws, its activity was not shown appropriately in the City's financial system.

**Criteria or specific requirement:** Per Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) Guidelines, entities must report gross revenues and expenditures to ensure transparency and comparability. All material financial transactions, including those managed externally or held off-ledger, must be recorded in the City's general ledger.

**Effect:** Revenue, expenditures and various balance sheet accounts of the General Fund, Harbor Tidelands Enterprise Fund and Harbor Uplands Enterprise Fund were understated.

**Cause:** Reliance on third-party management companies without sufficient oversight and misinterpretation of accounting standards related to lease reporting and off-ledger agreements.

**Repeat finding:** No

**Recommendation:** We recommend the City establish procedures to ensure all lease-related transactions and long-term financial agreements are fully recorded in the general ledger and strengthen internal controls and oversight over third-party managed assets and off-ledger agreements to ensure consistent and accurate financial reporting.

**Views of responsible officials and planned corrective actions:** Management concurs with the finding relating to unique third-party relationships. City staff has instituted process changes to address findings, including recording identified revenues and expenditures on a gross basis. Staff is working closely with the identified external third parties to monitor and provide a clear accounting of related activity in the City's general ledger.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section II – Financial Statement Findings (Continued)***

---

**2024-004 – Deposits Payable**

**Type of Finding:** Significant Deficiency in Internal Control Over Financial Reporting

**Condition:** We noted that some deposit payable accounts are not being reconciled timely resulting in aged balances that lacked adequate supporting documentation. These accounts balances have not been reviewed regularly, and no formal reconciliation procedures seem to be in place.

**Criteria or specific requirement:** Effective internal control systems should include procedures for the periodic reconciliation of liability accounts, including deposits payable, to ensure accuracy and completeness of accounting and financial reporting.

**Effect:** The lack of oversight of deposits payable increases the risk of errors, misstatements, or potential misappropriation of funds.

**Cause:** Lack of monitoring the details of transactions involving deposit payable accounts and staff turnover

**Repeat finding:** No

**Recommendation:** We recommend establishing a formal reconciliation process for deposits payable accounts that is performed regularly throughout the year. The reconciliation should include reviewing aged balances for validity, identifying transactions involving deposits and clearing unsupported amounts. The department overseeing the services requiring deposits should be maintaining the documentation supporting the deposits and regular reconciliations and the finance department should provide periodic oversight.

**Views of responsible officials and planned corrective actions:**

Management concurs with the finding. The City will implement a reconciliation schedule for all deposits payable accounts, including those identified in this finding for which long-standing balances without activity exist, and assign staff to review and resolve aged balances. These procedures will be documented and incorporated into the City's year-end close process to strengthen internal controls and improve financial reporting accuracy.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section II – Financial Statement Findings (Continued)***

---

**2024-005 – Financial Statement Closing Process**

**Type of Finding:** Significant Deficiency in Internal Control Over Financial Reporting

**Condition:** We observed that several unexpected journal entries were recorded after the delivery of the final trial balance to us, suggesting that the financial statement closing process may benefit from additional refinement to ensure completeness prior to the start of final audit fieldwork.

**Criteria or specific requirement:** Effective internal control over financial reporting includes timely and well-documented closing procedures that ensure the completeness and accuracy of financial data prior to the start of final audit fieldwork.

**Effect:** While these entries did not result in a material misstatement of the audited financial statements, the volume and timing of the adjustments indicate opportunities to enhance the City’s internal controls over the year-end closing process.

**Cause:** Certain adjustments and reconciliations were not finalized before the initial close, which contributed to the need for post-close entries to update financial statement balances and staff turnover.

**Repeat finding:** No

**Recommendation:** We recommend:

- Reviewing and refining the year-end closing procedures to promote completeness, consistency, and accuracy.
- Developing a formal checklist and timeline to guide the closing process.
- Assigning clear responsibilities for key closing tasks and reconciliations across the organization.
- Conducting a post-close review to identify areas for improvement and reduce reliance on post-close adjustments.

**Views of responsible officials and planned corrective actions:**

Management agrees with the recommendation and will take steps to strengthen the financial statement closing process. The City plans to enhance its year-end procedures through improved documentation, clearer task assignments, and the use of a structured checklist to support a more efficient and accurate close.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs***

---

**2024-006: Housing Quality Standards**

**Federal Agency:** U.S. Department of Housing and Urban Development

**Federal Program Title:** Section 8 Choice Housing Vouchers

**Assistance Listing Number:** 14.871

**Federal Award Identification Number and Year:** CA103AF0154-0160, CA103AFR323, CA103EH0005-0006, CA103VO0201-0206, CA103VO0208-0211, and CA103VOPR23; All 2024

**Award Period:** July 1, 2023 – June 30, 2024

**Compliance Requirement Affected:** N Special Tests and Provisions

**Type of Finding:** Significant Deficiency in Internal Control over Compliance and Other Matter

**Criteria or Specific Requirement:** The Public Housing Agency (PHA) must inspect the unit leased to a family at least biennially to determine if the unit meets Housing Quality Standards (HQS) and the PHA must conduct quality control re-inspections. The PHA must prepare a unit inspection report (24 CFR sections 982.158(d) and 982.405(b)). For units under a Housing Assistance Payments (HAP) contract that fail to meet HQS, the PHA must require the owner to correct any life threatening deficiencies within 24 hours after the inspections and all other HQS deficiencies within 30 calendar days or within a specified PHA-approved extension. If the owner does not correct the cited HQS deficiencies within the specified correction period, the PHA must stop (abate) HAPs beginning no later than the first of the month following the specified correction period or must terminate the HAP contract (24 CFR sections 982.158(d) and 982.404).

**Condition:** For one of the HQS reinspections tested, the City-prepared reinspection listing indicated that the reinspection occurred within the required timeframe. However, upon review of the tenant file and underlying support, it was determined that the reinspection did not take place. For two of the HQS failed inspections tested, the City should have abated payments in accordance with the City's Administrative Plan due to owner failure to correct deficiencies in a timely manner. No documentation was maintained to explain why abatement did not occur or whether follow-up inspections were properly extended.

**Questioned Costs:** Below \$25,000.

**Context:** 5 HQS reinspections out of a population of 15, and 8 failed inspections out of a population of 32, were selected for testing.

**Cause:** Due to staff turnover in the Housing Department, the same employee who selected the HQS re-inspections/failed inspections for testing, also performed the re-inspections/failed inspections. There was no indication of another person reviewing the documentation to ensure completeness and compliance with the requirements.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs***

---

**2024-006: Housing Quality Standards (Continued)**

**Effect:** The City was not in compliance with the requirements of Housing Quality Standards for inspections and enforcement.

**Repeat Finding:** This is not a repeat finding.

**Recommendation:** We recommend that the City review and update internal controls to ensure that supporting documentation for re-inspections and failed inspections is complete and properly reviewed and maintained.

**Views of Responsible Officials and Corrective Action:** Management agrees with this finding. The RBHA is updating the administrative policy which includes a timeline for inspection follow-up within 30 days and scheduling re-inspections within five business days from the date requested. The revised policies include a description of the types of inspections to be conducted by the Housing Authority, the steps that will be taken when units fail, and identifies conditions which are considered to be life-threatening. The current RBHA staff will review and implement the revised policies to ensure inspections are completed in a timely manner and proper follow up is administered. The Housing Manager is already implementing protocols for the review and approval of inspections conducted by staff to ensure compliance. In addition, quality control inspections are regularly conducted by a Team Lead, a process that is also required for the annual Section Eight Management Assessment Program (SEMAP) submitted to HUD. The updated administrative policies include a chapter for the National Standards for the Physical Inspection of Real Estate (NSPIRE) that will sunset and replace the Housing Quality Standards (HQS) inspection process scheduled for February 1, 2027.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs (Continued)***

---

**2024-007: Annual Reporting**

**Federal Agency:** U.S. Department of Housing and Urban Development

**Federal Program Title:** Section 8 Choice Housing Vouchers

**Assistance Listing Number:** 14.871

**Federal Award Identification Number and Year:** CA103AF0154-0160, CA103AFR323, CA103EH0005-0006, CA103VO0201-0206, CA103VO0208-0211, and CA103VOPR23; All 2024

**Award Period:** July 1, 2023 – June 30, 2024

**Compliance Requirement Affected:** L. Reporting

**Type of Finding:** Material Weakness in Internal Control over Compliance and Material Noncompliance

**Criteria or Specific Requirements:** 24CFR § 902.33 Financial Reporting requirements: (b) Annual unaudited financial information report filing dates. The unaudited financial information to be submitted to HUD in accordance with paragraph (a) of this section must be submitted to HUD annually, no later than 2 months after the PHA's fiscal year end, with no penalty applying until the 16th day of the 3rd month after the PHA's fiscal year end, in accordance with § 902.62. Also, 24 CFR section 5.801 (c) (1) requires that housing agencies submit timely GAAP-based unaudited and audited financial information electronically to HUD no later than 60 days after the end of the fiscal year.

**Condition:** The City submitted their Financial Data Schedule (FDS), 3 months after the due date imposed by the federal government. Additionally, due to turnover in the Housing Department, we were unable to observe that the report and underlying documentation were reviewed prior to submission.

**Questioned Costs:** None noted.

**Context:** The City submits approximately 4 different reports to HUD with varying frequency and due dates throughout the year. Of these 4 reports, the FDS mentioned above, was the only report that was not submitted within the required due date.

**Cause:** Due to staff turnover in the Housing Department, City staff were unable to meet the deadline to submit unaudited financial information. Therefore, the FDS was not submitted until 11/15/2024.

**Effect:** The City was late in their submission of the FDS.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs (Continued)***

---

**2024-007: Annual Reporting (Continued)**

**Repeat Finding:** This is not a repeat finding.

**Recommendation:** We recommend that the City review and update internal controls to ensure that the FDS is completed and submitted in a timely manner.

**Views of Responsible Officials and Corrective Action:** Management agrees with this finding. The City has contracted a financial consultant to prepare and submit financials monthly and annually. Internally, RBHA staff has established timelines for data preparation in advance of FDS deadlines to ensure the consultant is prepared to submit the financial reports in a timely manner. Staff has set ongoing calendar reminders to monitor and coordinate with all the parties involved the FDS submissions.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs (Continued)***

---

**2024-008: Payroll Costs**

**Federal Agency:** U.S. Department of Housing and Urban Development

**Federal Program Title:** Section 8 Choice Housing Vouchers

**Assistance Listing Number:** 14.871

**Federal Award Identification Number and Year:** CA103AF0154-0160, CA103AFR323, CA103EH0005-0006, CA103VO0201-0206, CA103VO0208-0211, and CA103VOPR23; All 2024

**Award Period:** July 1, 2023 – June 30, 2024

**Compliance Requirement Affected:** AB Activities Allowed /Allowable Costs

**Type of Finding:** Significant Deficiency in Internal Control over Compliance and Other Matter

**Criteria or Specific Requirement:** 2 CFR § 200.430: Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: (i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.

**Condition:** The City did not maintain supporting time and effort documentation for certain employees who partially charged their time to the program. The City used a budgeted payroll allocation to charge employee amounts to the program and did not true-up the budgeted payroll allocation to actual time and effort.

**Questioned Costs:** Costs not supported by time and effort documentation totaled \$32,257 for the year.

**Context:** 5 of the 20 payroll transactions tested were not supported by time and effort documentation. Due to system limitations, the City could not produce supervisor timesheet approvals that occurred through the electronic workflow process in the City's financial system for 7 of the 20 payroll transactions. Total payroll costs charged to this grant program for the year were \$516,331.

**Cause:** City used budgeted percentages to determine the allocation of payroll costs for certain employees who provided services to the grant on a part-time basis. The City did not true-up the budgeted amounts to actuals as part of their year-end closing process. In addition, due to system limitations, the City's ERP system was unable to generate a report evidencing the electronic approval of specific time sheets by the employee's supervisor.

**Effect:** Unsupported payroll charges for time and effort pertaining to grant programs may be disallowed by the grantor.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs (Continued)***

---

**2024-008: Payroll Costs (Continued)**

**Repeat Finding:** This is not a repeat finding.

**Recommendation:** We recommend that the City review and update internal controls to ensure that supporting documentation for allowable time charges to grant programs is properly maintained.

**Views of Responsible Officials and Corrective Action:** Management agrees with this finding. Staff has updated timekeeping for individuals charging partial time to the Housing Section 8 program to track actual hours spent rather than through budget allocation. Staff has in addition identified a method by which the City can produce supervisor approval documentation through the financial system's electronic workflow.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs (Continued)***

---

**2024-009: Internal Control Documentation**

**Federal Agency:** U.S. Department of Housing and Urban Development

**Federal Program Title:** Section 8 Choice Housing Vouchers

**Assistance Listing Number:** 14.871

**Federal Award Identification Number and Year:** CA103AF0154-0160, CA103AFR323, CA103EH0005-0006, CA103VO0201-0206, CA103VO0208-0211, and CA103VOPR23; All 2024

**Award Period:** July 1, 2023 – June 30, 2024

**Compliance Requirements Affected:** E. Eligibility, L-Reporting, and N-Special Tests and Provisions

**Type of Finding:** Significant Deficiency in Internal Control over Compliance

**Criteria or Specific Requirement:** 2CFR § 200.303 Internal controls require a recipient of federal awards to:

- (a) Establish, document, and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient or subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should align with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control-Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**Condition:** Evidence of the Housing Manager’s review and approval of certain internal control processes and the timing of those reviews was not clearly documented.

**Questioned Costs:** None noted.

**Context:** 40 tenant files were selected to test for various compliance requirements. While the tenant files contained sufficient evidence that the City was in compliance with grant requirements, documentation of the review and approval process for HUD Form 50058, rent reasonableness calculations, and the Housing Authority application (with underlying applicant information) prior to approval of the applicant was not clearly documented.

**Cause:** The City’s applicant examination process includes a step where the Housing Manager reviews tenant files prepared by the Housing Specialists. However, the City was unable to provide documentation evidencing the Housing Manager’s review and approval process.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs (Continued)***

---

**2024-009: Internal Control Documentation (Continued)**

**Effect:** Breakdowns in internal control over compliance may lead to ineligible applicants receiving inaccurate benefits.

**Repeat Finding:** This is not a repeat finding.

**Recommendation:** We recommend the City establish procedures to ensure that the review and approval processes are clearly documented within each tenant file.

**Views of Responsible Officials and Corrective Action:** Management agrees with this finding. The RBHA will establish procedures to monitor and ensure proper file review. RBHA has created a new checklist for a supervising team member to review intake files for accuracy, to document approval, and to release the Housing Assistance Payment. RBHA will maintain records of the signed checklist for each tenant file.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs (Continued)***

---

**2024-010: Monthly Reporting**

**Federal Agency:** U.S. Department of Housing and Urban Development

**Federal Program Title:** Section 8 Choice Housing Vouchers

**Assistance Listing Number:** 14.871

**Federal Award Identification Number and Year:** CA103AF0154-0160, CA103AFR323, CA103EH0005-0006, CA103VO0201-0206, CA103VO0208-0211, and CA103VOPR23; All 2024

**Award Period:** July 1, 2023 – June 30, 2024

**Compliance Requirement Affected:** L. Reporting

**Type of Finding:** Material Weakness in Internal Control over Compliance and Material Noncompliance

**Criteria or Specific Requirement:** 2CFR § 200.303 Internal controls require a recipient of federal awards to:

- (a) Establish, document, and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient or subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should align with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control-Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**Condition:** The City's system of internal control includes a process where grant management staff prepare, review and approve monthly reports for upload to HUD's VMS system. However, the City was unable to provide documentation about the employee who performed each process or when each process was performed. In addition, the City did not retain documentation that supported the balances reported as part of the original submission to the VMS.

**Questioned Costs:** None noted.

**Context:** The 3 monthly reports selected for testing did not have any evidence of who reviewed and approved the reports prior to submission. Additionally, we were unable to trace certain significant information contained in the 3 monthly reports to supporting underlying data due to the City not retaining GL reports used to prepare the reports.

**Cause:** Due to staff turnover in the Housing Department, evidence of internal controls over compliance and the supporting underlying data were not retained.

**CITY OF REDONDO BEACH, CALIFORNIA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED JUNE 30, 2024**

---

***Section III – Findings and Questioned Costs – Major Federal Programs (Continued)***

---

**2024-010: Monthly Reporting (Continued)**

**Effect:** Breakdowns in the internal controls over compliance may lead to inaccurate information being reported to HUD.

**Repeat Finding:** This is not a repeat finding.

**Recommendation:** We recommend that the City review and update internal controls over the completion and submission of monthly program reports to ensure the accuracy of the information being reported and to ensure that supporting underlying documentation is properly retained. As part of this process, the City should consider utilizing members of the Finance Department as the monthly reports contain certain financial information.

**Views of Responsible Officials and Corrective Action:** Management agrees with this finding. RBHA has established a process by which Housing will copy Finance on monthly VMS reports provided to the financial consultant for the VMS submissions; this will both document timing and ensure additional review. In addition, RBHA and Finance are coordinating to revise the City's account structure for Housing-related expenses. Better aligning the City's account setup with VMS reporting requirements will help ensure that VMS submissions are adequately supported and tie cleanly to the City's General Ledger.

**CITY OF REDONDO BEACH  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
YEAR ENDED JUNE 30, 2024**

---

***Section II – Financial Statement Findings***

---

No matters were reported.

---

***Section III – Findings and Questioned Costs – Major Federal Programs (Continued)***

---

No matters were reported.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See [CLAGlobal.com/disclaimer](http://CLAGlobal.com/disclaimer). Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



# Administrative Report

---

H.6., File # 25-1650

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

## **TITLE**

ACCEPT AS COMPLETE THE PORTOFINO WAY SEWER PUMP STATION PROJECT, JOB NO. 50210 AND YACHT CLUB WAY SEWER PUMP STATION PROJECT, JOB NO. 50260, AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECTS WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER, AND AUTHORIZE THE RELEASE OF RETENTION UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED ON THE PROJECT AND ACKNOWLEDGE THE ASSESSMENT OF LIQUIDATED DAMAGES FOR 277 DAYS

## **EXECUTIVE SUMMARY**

On December 6, 2022, the City Council approved plans and specifications for the Portofino Way and Yacht Club Way (YCW) Sanitary Sewer Pump Stations, Job Nos. 50210 and 50260, respectively. These improvement projects were identified as high-priority upgrades in the City's wastewater capital program due to aging infrastructure, declining system reliability, and updated regulatory compliance requirements. Both projects also required significant efforts to dewater the sites, as prescribed under a permit issued by the Regional Water Quality Control Board. The projects were bid together under a single construction contract, and, on April 18, 2023, the City awarded the construction contract to Mehta Mechanical Company, Inc. (MMC) in the amount of \$7,514,000.

Construction of the Portofino Way Sewer Pump Station has been completed to the extent required for administrative acceptance, and the facility has been placed into service. Work at the YCW Pump Station did not advance beyond early excavation due to a disagreement over project execution. MMC submitted a substantial change-order request and a subsequent formal claim asserting differing site conditions and expanded dewatering requirements beyond the bid documents. Staff evaluated the request in the context of project feasibility, funding availability, and risk exposure. Based on this review, staff did not agree to the request and the contractor refused to perform the remaining work included in the contract. Eventually, following correspondence with the contractor, the YCW Pump Station scope of work was removed from the contract through Change Order No. 3.

There were other changes to the contract during construction as well. Change Order Nos. 1 through 4 were executed to address necessary field-level adjustments and contract reconciliation, including the removal of the remaining YCW bid items. The result of these change orders was a decrease in contract value of \$5,562,815. In addition, based on the final approved Weekly Statement of Working Days, the City determined that MMC exceeded the adjusted contract duration by 277 working days for the Portofino portion of the project. Liquidated damages apply for each unexcused day of delay in

accordance with the Contract Documents. The City will assess these against the retention held, unless otherwise negotiated in the claim settlement. Acceptance of the Portofino Way and Yacht Club Way (YCW) Sanitary Sewer Pump Stations, Job Nos. 50210 and 50260 does not waive or impair the City's rights with respect to the pending claim.

MMC submitted a formal claim, dated October 10, 2025, which remains under review pursuant to the Contract Documents and applicable public works statutes.

Approval of this item will authorize the City Engineer to file a Notice of Completion with the Los Angeles County Registrar-Recorder and proceed with final administrative and financial closeout of the project. Following expiration of the statutory 35-day lien period, and after deduction of liquidated damages and any other authorized adjustments, the remaining retention will be released provided no claims or stop payment notices are filed against the contractor.

### **BACKGROUND**

The Portofino Way and YCW Sewer Pump Station Projects were initiated to replace two aging wastewater pumping facilities serving the King Harbor area. Both stations had reached the end of their useful service life and exhibited structural, mechanical, and operational deficiencies. The approved project scope included construction of new wet and dry-well structures; installation of upgraded pumps, valves, piping, and appurtenances; modernization of electrical, mechanical, HVAC, and SCADA systems; installation of new control panels and instrumentation; force main realignment; dewatering and shoring operations; trenching, excavation, and associated surface restoration. Environmental review was completed under CEQA categorical exemptions, and the Notice to Proceed was issued on October 23, 2023.

Construction at the Portofino Way Pump Station advanced through all required phases, including excavation and shoring, reinforced structural concrete work, installation of pumping and mechanical systems, electrical and SCADA integration, HVAC and ventilation improvements, and full system testing and commissioning. Throughout construction, the City coordinated with operational staff to maintain continuous wastewater service. The upgraded facility is now operational and provides improved safety, reliability, and long-term service capacity for the City's wastewater system.

Work at the YCW Pump Station, however, did not progress beyond initial mobilization and partial excavation. Once excavation reached groundwater levels, MMC submitted a substantial change-order request alleging differing site conditions and expanded dewatering requirements not reflected in the bid documents or covered by available contingency. The scale and cost implications of this proposal, combined with MMC's subsequent formal claim, introduced significant uncertainty regarding the feasibility, cost, and schedule of continuing construction at the YCW site.

To avoid proceeding under disputed conditions that could expose the City to unknown financial or operational risks, staff reevaluated the YCW Pump Station scope in the context of project priorities, long-term capital planning, funding availability, and anticipated traffic and access impacts along YCW. Based on this reassessment, the City issued Change Order No. 3 as a deductive change order removing all remaining YCW bid items from the contract. Bid-item reconciliation documenting these adjustments is included with the change order.

In addition to Change Order No. 3, the City approved Change Order Nos. 1, 2, and 4 to address

necessary field adjustments at the Portofino site. These changes included resolving unforeseen underground utility conflicts, providing mechanical and electrical clarifications, coordinating structural revisions, and liquidating the shoring materials that remain in place protecting the YCW excavation. These modifications reflect typical adjustments needed to maintain progress and respond to conditions encountered during the project.

Based on the final Weekly Statement of Working Days, MMC exceeded the adjusted contract time by 277 days for the Portofino portion of the project. Under the Contract Documents, liquidated damages of \$1,000/day apply for each unexcused day of delay and offset extended City costs related to construction management, inspection, and administrative support.

MMC submitted multiple correspondence items throughout construction and later a formal claim dated October 10, 2025, asserting various project-related impacts. This claim is being processed under the procedures outlined in the Contract Documents and applicable public works statutes, but is separate from the administrative actions recommended in this report.

With the Portofino Way Pump Station construction complete and the YCW work removed from this contract, through an approved deductive change order, the Portofino Pump Station and YCW Pump Station project contract work is now complete and recommended for City Council to accept as complete and authorize the City Engineer to file a Notice of Completion with the Los Angeles County Registrar-Recorder's Office. Approval of the staff recommendation will conclude the administrative closeout of the project construction contract, and authorize release of the remaining retention payment in 35 days, less appropriate assessments, assuming no additional claims are made against the project contractor.

**COORDINATION**

This project was coordinated with the Public Works Engineering and Maintenance Services Divisions. Processing of the claim filed by the contractor is being coordinated with the Human Resources Department and the City Attorney's Office.

**FISCAL IMPACT**

<b>Funding</b>	<b>Expenditures</b>	Portofino Pump Station #50210	\$4,887,873.69	MMC
Contract Portofino #50210	\$4,427,574.92	YCW Pump Station #50260		
\$1,522,922.67	MMC Contract #50260	\$3,086,425.08	Yacht Club Way Pump	
Station Reduction #50260	(\$1,948,184.61)	Accenture Infrastructure Capital		
Projects, LLC (CM and Inspection)	\$ 799,269.97	Project Management	\$ 45,711	
Total	\$6,410,796.36	Total	\$6,410,796.36	

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Change Orders 1 through 4
- Exhibit K - Contractors Waiver and Affidavit

- Project Location Map - Yacht Club Way
- Project Location Map - Portofino Way



**CITY OF REDONDO BEACH  
DEPARTMENT OF PUBLIC WORKS**

**Portofino and Yacht Club Way Pump Station Project  
Job No. 50210 & 50260  
CHANGE ORDER NO. 1**

June 7, 2024

**I. Description of work included in the contract:**

The WORK of this Contract comprises rebuilding the existing Portofino Way and Yacht Club Way Pump Stations. The work shall include general civil, architectural, mechanical, HVAC, plumbing, structural, electrical, and control work and all else as shown the construction drawings and detailed in the specifications for a fully functioning facility. Construction of new cast-in-place concrete and masonry wall structure, new precast concrete wet well and hatches manholes, mechanical equipment including pumps, valves and yard piping, Electrical equipment, conduit, and wiring. Installation of instrumentation, wiring, and panels for new PLC and SCADA systems. Testing, commissioning, and startup of the new equipment. New Control/RTU Panel and PLC programming and integration, including SCADA integration. General civil improvements, shoring, subgrade preparation, and dewatering, as required. The work shall include all permitting, mobilization, coordination, traffic control, demolition, dewatering, trenching, excavation, shoring, installation, backfilling, compaction, testing, commissioning, and startup of the new equipment, paving, concrete, landscape and irrigation restoration, maintaining & temporary handling sewer flows etc. required to complete the work shown in the contract document.

**II. Changes ordered:**

The following changes have been ordered:

- Item # 1– Void near existing Manhole No. 3 at intersection of Harbor Drive and Portofino Way– Encountered void near the existing manhole that as an emergency work was filled for safety.
- Item # 2 – Cheese cake factory Lateral – The existing lateral location was verified using a robot camera.

**III. Reasons for the changes:**

Item # 1 (PCO 4) – During potholing for the proposed Forcemain alignment at the intersection of Portofino and Harbor Drive, a void was discovered under the asphalt slab near the existing sewer manhole. In response to RFI No. 22, the contractor received approval to address the repair due to the large cavity. The repair work involved setting up traffic control and filling the void with a 2-sack slurry as a temporary measure to stabilize the roadway. This was necessary to ensure the stability of the roadway at the intersection of Harbor Blvd and Portofino Way.

Item #2 (PCO 7) – There was a discrepancy in the alignment of the Cheesecake Factory's lateral to the plan. To verify the correct location, a robot camera was used, as per RFI No. 30.

**IV. Contract Adjustment:**

Work Authorized in Base Contract ..... \$ 7,514,000.00

This Change Order Itemized

Item #1 ..... \$ 10,747.14  
Item #2 ..... \$ 2,121.00

**This Change Order Total \$ 12,868.14**

Change Order #1 ..... \$ 12,868.14  
Revised Contract Amount ..... \$ 7,526,868.14

**V. Contract time:**

The above changes will increase the contract duration by THREE (3) working days.

**VI. Compensation:**

This change order constitutes full and complete payment for all costs associated with the above changes inclusive of consultant's profit, direct and indirect overhead, insurance, supervision, labor, material, equipment, and lost business opportunities.

**Mehta Mechanical Company, Inc.**

By: Shivam Mehta  
Authorized Representative

**CITY OF REDONDO BEACH**

By: Lauren Sablan  
Lauren Sablan, PE  
Acting City Engineer



**CITY OF REDONDO BEACH  
DEPARTMENT OF PUBLIC WORKS**

**Portofino and Yacht Club Way Pump Station Project**

**Job No. 50210 & 50260**

**CHANGE ORDER NO. 2**

September 30, 2024

**I. Description of work included in the contract:**

The work of this Contract comprises rebuilding the existing Portofino Way and Yacht Club Way Pump Stations. The work shall include general civil, architectural, mechanical, HVAC, plumbing, structural, electrical, and control work and all else as shown the construction drawings and detailed in the specifications for a fully functioning facility. Construction of new cast-in-place concrete and masonry wall structure, new precast concrete wet well and hatches manholes, mechanical equipment including pumps, valves and yard piping, Electrical equipment, conduit, and wiring. Installation of instrumentation, wiring, and panels for new PLC and SCADA systems. Testing, commissioning, and startup of the new equipment. New Control/RTU Panel and PLC programming and integration, including SCADA integration. General civil improvements, shoring, subgrade preparation, and dewatering, as required. The work shall include all permitting, mobilization, coordination, traffic control, demolition, dewatering, trenching, excavation, shoring, installation, backfilling, compaction, testing, commissioning, and startup of the new equipment, paving, concrete, landscape and irrigation restoration, maintaining & temporary handling sewer flows etc. required to complete the work shown in the contract document.

**II. Changes ordered:**

The following changes have been ordered:

- Item # 1– Submersible wastewater pumps - The contractor submitted KSB pumps instead of the Flygt pumps that were approved equal.
- Item # 2 – The contractor’s surveyor in the field conducting a survey to determine the control points-
- Item # 3 – Trench and installation of additional 45-degree bends, 90-degree bends, and thrust blocks for the entire Force Main scope of work.
- Item # 4 – Electrical conduit repair
- Item # 5 - Research existing electrical equipment

**III. Reasons for the changes:**

Item #1 (PCO 1) – The contractor submittal of KSB pump was rejected. The city uses Flygt pumps that have become the City's standard for submersible pumps for consistency and efficiencies in maintenance and operations across the City's collection system. This change caused a price increase difference from DXP and Xylem.

Item #2 (PCO 3) – The contractor provided additional surveying to determine the control points. Established horizontal and vertical control points through project area. Perform a topographic as-built survey of existing features shown on plans for Portofino Way and Yacht Club Way. No Additional time is accepted.

Item #3 (PCO 10.1) – In reference to RFI #47, The proposed Portofino Way pump station force main was found to be running beneath an unmarked existing streetlight. To avoid damages to the existing streetlight, the contractor, worked on a time and materials basis, installed a 45-degree bend and a 90-degree bend at the discharge point. This allowed for rerouting the line away from the streetlight and an adjacent potable water line, ensuring minimal disruption to existing infrastructure.

Item #4 (PCO 11) – The contractor's subcontractor based on Time and material repaired damaged electrical conduit work that was not shown on the plans and unmarked by Dig Alert.

Item #5 (PCO 14) – In reference to RFI #35.1, as built drawings of the existing electrical equipment were not available. MMC was directed based on Time and material to perform research to verify the existing system.

**IV. Contract Adjustment:**

Work Authorized in Base Contract ..... \$ 7,514,000.00

This Change Order Itemized

Item #1 .....	\$ 23,248.38
Item #2 .....	\$ 2,230.08
Item #3 .....	\$ 26,132.52
Item #4 .....	\$ 2,789.53
Item #5 .....	\$ 6,826.44

**This Change Order Total \$ 61,226.95**

Change Order #1 .....	\$	12,868.14
Change Order #2 .....	\$	61,226.95
Revised Contract Amount .....	\$	7,588,095.09

**V. Contract time:**

The above changes will increase the contract duration by FIVE (5) working days.

**VI. Compensation:**

This change order constitutes full and complete payment for all costs associated with the above changes inclusive of consultant's profit, direct and indirect overhead, insurance, supervision, labor, material, equipment, and lost business opportunities.

**Mehta Mechanical Company, Inc.**

By: Shivam Mehta  
 Authorized Representative

**CITY OF REDONDO BEACH**

By: Lauren Sablan  
 Lauren Sablan, PE  
 Acting City Engineer



Public Works Department  
Engineering Services Division  
415 Diamond Street  
Redondo Beach CA90277

Tel: 310.318.0661  
redondoengineering@redondo.org  
Redondo.org

---

April 03, 2025

VIA MAIL & EMAIL  
DELIVERY RECEIPT REQUESTED

Mehta Mechanical Company, Inc.  
5901 Fresca Dr.  
La Palma, CA 90623  
Attention: Jay Mehta  
Email address: jay@aboutmmc.com

Re: Portofino Way Sewer Pump Station and Yacht Club Way Sewer Pump Station Project, Job Nos. 50210 & 50260

Dear Mr. Mehta,

Please find the attached Change Order #3.

Thank you,

Lauren Sablan  
City Engineer  
City of Redondo Beach



**CITY OF REDONDO BEACH  
DEPARTMENT OF PUBLIC WORKS**

**Portofino and Yacht Club Way Pump Station Project  
Job No. 50210 & 50260  
CHANGE ORDER NO. 3**

April 3, 2025

**I. Description of work included in the contract:**

The work of this Contract comprises rebuilding the existing Portofino Way and Yacht Club Way Pump Stations. The work shall include general civil, architectural, mechanical, HVAC, plumbing, structural, electrical, and control work and all else as shown on the construction drawings and detailed in the specifications for a fully functioning facility. Construction of new cast-in-place concrete and masonry wall structure, new precast concrete wet well and hatches manholes, mechanical equipment including pumps, valves and yard piping, electrical equipment, conduit, and wiring. Installation of instrumentation, wiring, and panels for new PLC and SCADA systems. Testing, commissioning, and startup of the new equipment. New Control/RTU Panel and PLC programming and integration, including SCADA integration. General civil improvements, shoring, subgrade preparation, and dewatering, as required. The work shall include all permitting, mobilization, coordination, traffic control, demolition, dewatering, trenching, excavation, shoring, installation, backfilling, compaction, testing, commissioning, and startup of the new equipment, paving, concrete, landscape and irrigation restoration, maintaining & temporary handling sewer flows etc. required to complete the work shown in the contract document.

**II. Changes ordered:**

This change order provides for changes performed by the Contractor under this project. It covers construction response to RFI's, City requested/directed changes, conflicts between design drawings, and existing field conditions. The changes ordered were negotiated prices and agreed upon between the City and the Contractor. The following changes were directed, monitored, and documented over the course of the project:

A: The following is the reconciliation of the Yacht Club Way Sewer Pump Station bid item quantities, but does not prohibit future reconciliation:

BID ITEMS	DESCRIPTION	QTY	UNIT	REVISED QTY	Quantity Change	Unit Price	TOTAL
0001	Mobilization/Demobilization	1	LS	90.67%	- 9.33%	\$150,000	\$(14,000)
0002	Traffic Control	1	LS	90%	-10%	\$50,000	\$(5,000)
0003	Dewatering	1	LS	83%	-17%	\$500,000	\$(85,000)
0004	Trench and Excavation Safety/Shoring	1	LS	44.83%	-55.17%	\$350,000	\$(193,100)
0005	10" SDR 35 Sewer pipe	25	LF	0	-100%	\$25,000	\$(25,000)
0006	6" DIP Sewer force pipe	120	LF	90%	-10%	\$60,000	\$(6,000)
0007	6' diameter sewer manhole (temp pump station) /	1	LS	0	-100%	\$175,000	\$(175,000)
0008	Temp pump station (incl pumps, controls, guides	1	LS	0	-100%	\$75,000	\$(75,000)
0009	Precast Concrete Structure (Pump Station) w/ coating	1	LS	4.22%	-95.78%	\$450,000	\$(431,000)
0010	Hatches	1	LS	0	-100%	\$50,000	\$(50,000)
0011	Sidewalk, Driveway, curb and gutter Removal and Replacement	1	LS	0	-100%	\$50,000	\$(50,000)
0012	Site Grading & Paving	1	LS	0	-100%	\$50,000	\$(50,000)
0013	Mechanical Equipment /install	1	LS	0	-100%	\$350,000	\$(350,000)
0014	Controls Equipment/Install	1	LS	0	-100%	\$100,000	\$(100,000)
0015	Electrical Equipment /install	1	LS	0	-100%	\$210,000	\$(210,000)
0016	Instrumentation Equipment/ install	1	LS	0	-100%	\$60,000	\$(60,000)
0017	SCADA Systems Integrator (control panel, programming and integrating PLC/RTU by Morrow Meadows) See Technical Specifications Section 17000	1	LS	85.48%	-14.52%	\$155,000	\$(22,500)
0018	20 kW Diesel Generator with particulate filter	1	LS	0	-100%	\$50,000	\$(50,000)
0019	Temporary By-Passing	1	LS	0	-100%	\$50,000	\$(50,000)
0020	Miscellaneous Pump Station Improvements and all other incidentals not included in other proposal items, but required by the project Plans and Specification (PUMPS, MECH, CIVIL ETC. CONCRETE GRADE SLABS)	1	LS	0	-100%	\$150,000	\$(150,000)
0021	Demo Existing Pump Station	1	LS	0	-100%	\$50,000	\$(50,000)
						<b>Subtotal</b>	<b>\$(2,201,600)</b>



Change Order #3 ..... \$ (2,195,755.25)

**Revised Contract Amount ..... \$ 5,392,339.84**

**V. Contract time:**

The above changes will increase the contract duration by ZERO (0) working days.

**VI. Compensation:**

This change order constitutes full and complete payment for all costs associated with the above changes inclusive of Contractor's profit, direct and indirect overhead, insurance, supervision, labor, material, equipment, and lost business opportunities.

**Mehta Mechanical Company, Inc.**

By: \_\_\_\_\_  
Authorized Representative

**CITY OF REDONDO BEACH**

By: Lauren Sablan  
Lauren Sablan, PE  
City Engineer



**CITY OF REDONDO BEACH  
DEPARTMENT OF PUBLIC WORKS**

**Portofino and Yacht Club Way Pump Station Project**

**Job No. 50210 & 50260**

**CHANGE ORDER NO. 4**

August 25, 2025

**I. Description of Work Included in the Contract:**

The work of this Contract comprises rebuilding the existing Portofino Way and Yacht Club Way Pump Stations. The work shall include general civil, architectural, mechanical, HVAC, plumbing, structural, electrical, and control work and all else as shown the construction drawings and detailed in the specifications for a fully functioning facility. Construction of new cast-in-place concrete and masonry wall structure, new precast concrete wet well and hatches manholes, mechanical equipment including pumps, valves and yard piping, Electrical equipment, conduit, and wiring. Installation of instrumentation, wiring, and panels for new PLC and SCADA systems. Testing, commissioning, and startup of the new equipment. New Control/RTU Panel and PLC programming and integration, including SCADA integration. General civil improvements, shoring, subgrade preparation, and dewatering, as required. The work shall include all permitting, mobilization, coordination, traffic control, demolition, dewatering, trenching, excavation, shoring, installation, backfilling, compaction, testing, commissioning, and startup of the new equipment, paving, concrete, landscape and irrigation restoration, maintaining & temporary handling sewer flows etc. required to complete the work shown in the contract document.

**II. Changes Ordered:**

The following changes have been ordered:

- Item #1 (PCO 26) – Installation of the Emergency Fog Light Relocation on a time and material by LEED, the subcontractor.
- Item #2 (PCO 27) - Exhaust Fan Panel Modification – Based on the cost proposal for time and material for modifying the exhaust fan panel for the Portofino Way pump station.



**V. Contract time:**

The above changes will increase the contract duration by three (3) working days.

**VI. Compensation:**

This change order constitutes full and complete payment for all costs associated with the above changes inclusive of consultant's profit, direct and indirect overhead, insurance, supervision, labor, material, equipment, and lost business opportunities.

**Mehta Mechanical Company, Inc.**

By: \_\_\_\_\_  
Authorized Representative

**CITY OF REDONDO BEACH**

By:   
Lauren Sablan, PE  
City Engineer

# Contractor's Waiver and Affidavit

(Individual)

STATE OF CALIFORNIA     )  
  ) SS  
COUNTY OF LOS ANGELES)

Mehta Mechanical Company Inc. dba MMC, Inc.  
First being duly sworn, deposes and says:

That he/she, as general contractor on June 2, 2023, entered into a written contract with the City of Redondo Beach, as owner, for the construction of the **Portofino Way Sewer Pump Station Project and Yacht Club Way Sewer Pump Station Project, Job Nos. 50210 & 50260**, in the City of Redondo Beach, County of Los Angeles, State of California.

That said improvement was fully completed on November 12, 2025.

That all bills for labor and/or material furnished in connection with the construction of said buildings and work of improvements have been fully paid;

That said affiant further certifies and declares that he/she will testify or depose before any competent tribunal, officer, or person, in any case now pending or hereafter instituted, to the truth of the foregoing statements and each of them.

*Jayants Mehta*  
Contractor or Contractor's Authorized Agent

**SUBSCRIBED AND SWORN TO BEFORE ME**

ON \_\_\_\_\_

*- See attached.*

\_\_\_\_\_  
Notary Public in and for the County of  
Los Angeles, State of California

Place Notary Seal Above



# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On 1/5/2020 before me, Emilia J. Hernandez Public Notary  
(insert name and title of the officer)

personally appeared Jagat S. Mehta,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)









# Administrative Report

---

H.7., File # 25-1664

Meeting Date: 1/20/2026

---

**To: MAYOR AND CITY COUNCIL**  
**From: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

## **TITLE**

APPROVE A THREE-YEAR AGREEMENT WITH YUNEX LLC TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES FOR AN ANNUAL COST OF \$200,612 AND A TOTAL AMOUNT NOT TO EXCEED \$601,836

## **EXECUTIVE SUMMARY**

Approval of this item would award a three-year agreement to Yunex LLC (Yunex) to provide the City with traffic signal maintenance services. The annual cost for the services would not exceed \$200,612, including a 10% contingency. The total not-to-exceed amount for the three-year term would be \$601,836.

## **BACKGROUND**

The Public Works Department is responsible for the maintenance of 56 signalized intersections (roughly half of the total inventory, the other half is maintained by CalTrans and the County of Los Angeles) and 48 flashing beacons, which safely and efficiently regulate traffic flow throughout the City. Because the Public Works Department does not have the staffing resources or technical expertise to consistently provide traffic signal maintenance in-house, traffic signal maintenance is traditionally contracted-out to private vendors.

The previous three-year Agreement for traffic signal maintenance services with Yunex recently expired, and the contractor indicated a willingness to provide services to the City for another three years. The proposed cost matches the unit pricing contained in a contract recently awarded to Yunex by the City of Glendale, California. Glendale followed a competitive bidding process to select Yunex, and, as such, the proposed terms satisfy the City's procurement requirements by utilizing a piggyback agreement.

Staff believes it is in the City's best interests to accept the proposal and provide Yunex a new three-year agreement. The company has provided the City with high quality, reliable services for the last six years and is very familiar with the City's existing equipment. In addition, staff finds their proposed pricing to be very competitive in the marketplace. The hourly rate for routine maintenance in the proposed agreement has changed only nominally, from \$88.50 to \$89.00 per hour.

The proposed three-year Agreement would begin on January 20, 2026, and end on January 19, 2029. The City would have the option to extend the agreement for an additional two years, with terms to be negotiated at that time.

**COORDINATION**

The Public Works Department coordinated preparation of the agreement with the City Attorney's Office.

**FISCAL IMPACT**

The annual cost for traffic signal maintenance will not exceed \$200,612, including a 10% contingency. The total cost for the three-year term will not exceed \$601,836. Funding for traffic signal maintenance services provided under the Agreement is available in the Public Works Department's annual operating budget.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Yunex, LLC
- Insurance - Yunex, LLC

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND YUNEX LLC**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Yunex LLC, a Delaware limited liability company ("Contractor" or "Consultant").

WHEREAS, the City requires maintenance services for certain City-owned facilities and infrastructure, consisting of routine, recurring, and as-needed maintenance, inspection, repair, and related activities, as further described in Exhibit "A" of this Agreement;

WHEREAS, pursuant to Title 2, Chapter 6.1, Section 2-6.1.01(a) of the City Municipal Code, a "public works project" includes the maintenance of any City-owned building, structure, or facility;

WHEREAS, the work described in Exhibit "A" falls within the definition of a "maintenance project" under Title 2, Chapter 6.1, Section 2-6.1.01(h) of the City Municipal Code, as it constitutes activities necessary for the preservation, upkeep, and continued operation of existing City facilities and infrastructure;

WHEREAS, under Title 2, Chapter 6.1, Section 2-6.1.09 of the City Municipal Code, maintenance projects are exempt from competitive bidding requirements regardless of cost and may proceed via negotiated contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows;

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

## GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City

as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. This provision shall survive the expiration or termination of this Agreement.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate

this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the expiration or termination of this Agreement for one (1) year.
  
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

- b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
- a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.
- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial

Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the

City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be

entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the expiration or termination of this Agreement.

31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 20<sup>th</sup> day of January, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

YUNEX LLC,  
a Delaware limited liability company

\_\_\_\_\_  
James A. Light, Mayor

Signed by:  
  
By: \_\_\_\_\_  
Name: Steven Teal  
Title: Director of Service  
1/13/2026 | 4:59 AM PST

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### CONTRACTOR'S DUTIES

Contractor has been retained to perform maintenance and repair services ("Services") for the traffic signals under the jurisdiction of the City. Services shall be provided on an as-needed basis subject to the minimum inspection and maintenance requirements set forth herein. Contractor shall coordinate with City staff and utilize City-approved software or systems for status updates, documentation of work history, scheduling, and location of Services.

Contractor's duties shall include, but are not limited to, the following:

##### A. Asset Management

Contractor shall record and maintain an accurate inventory of the City's major assets. The City's major assets shall include, but are not limited to, controller cabinets, signal conflict monitor, video detection, fiber optic interconnect communications, uninterruptable power supply, and power supplies.

##### B. Routine Maintenance

Contractor shall provide a certified International Municipal Signal Association ("IMSA") employee to perform routine maintenance to ensure a properly functioning traffic signal system and related components.

1. Routine maintenance shall be performed at every traffic signal-controlled intersection within the City a quarterly basis, schedule, for a total of four (4) maintenance inspections annually. Of the four (4) inspections, three (3) shall consist of basic routine maintenance, and one (1) shall consist of more thorough and extensive annual inspection.
2. Routine Maintenance includes inspections, adjustments, cleaning, testing, and minor repairs or part replacements customarily associated with preventive maintenance. Routine Maintenance does not include capital replacements, system upgrades, or extraordinary repairs, which shall be classified as Extraordinary Maintenance pursuant to Section C below.
3. As part of quarterly routine maintenance, Contractor shall, at a minimum, inspect the following:
  - a. Signal heads
    - i. Alignment of signal heads

- ii. Condition of back plate
- iii. Operation/function of all lamps
- iv. Overall condition of signal heads
- v. Replace or repair signal heads and associated parts as appropriate

b. Pedestrian signal heads

- i. Alignment of pedestrian signal heads
- ii. Operation/function of pedestrian signal heads
- iii. Overall condition of pedestrian signal heads
- iv. Replace or repair pedestrian signal heads and associated parts as appropriate

c. Pedestrian push buttons

- i. Condition of pedestrian push buttons
- ii. Operation/function of pedestrian push buttons
- iii. Replace or repair pedestrian push buttons and associated parts as appropriate

d. Traffic signal standards

- i. Condition of traffic signal standards – missing parts or visible/structural damage. Report to City missing parts or visible/structural damage on traffic signal standards
- ii. Condition of hand hole covers – replace missing hand hole covers

e. Pull-boxes

- i. Condition of pull-boxes
- ii. Record of pull-box type, including size and covers
- iii. Replace or repair pull-boxes, covers, and associated parts as appropriate

f. Highway safety lights

- i. Condition of highway safety lights – visible/structural damage. Report to City any visible/structural damage to highway safety lights or standards
- ii. Operation/function of highway safety lights. Report to the City any non-functioning lights, indicating the total number and location of non-functioning highway safety lights per intersection
- iii. Replace or repair highway safety lights and associated parts as appropriate

g. Detector loops

- i. Condition of loops and pavement

- h. Controller cabinet
    - i. Condition of controller cabinet – visible/structural damage
    - ii. Condition of service. Report to City any issues with service, including visible/structural damage and condition
    - iii. Condition and functionality of battery backup system. Report to City any issues with the battery backup system, including visible/structural damage and condition
    - iv. Clean inside of controller cabinet, vacuuming and replacing air filter as appropriate
  - i. Signs/stripping supporting traffic signals
    - i. Condition of existing signs – visibility issues (faded). Report to City condition of existing signs
  - j. Perform comprehensive operational inspections of all City owned traffic signals covered by this Agreement to ensure safe, reliable, and continuous operation in compliance with all applicable federal, state, and local laws, standards, and guidelines set forth in this Agreement.
4. As part of the annual maintenance inspection, Contractor shall inspect all quarterly inspection items and shall also perform the following:
- a. Controller cabinets
    - i. Check traffic signal controller timing and verify with timing sheets provided in controller cabinet
    - ii. Check internal controller battery
    - iii. Check conflict monitoring unit and associated functions
    - iv. Check power supply for proper functionality
    - v. Check all detection (loop or video) for proper functionality
    - vi. Check cabinet fan and light for proper functionality
    - vii. Check police panel lock
    - viii. Check cabinet documentation
    - ix. Check battery backup system for proper functionality. Report to City any issues with battery backup system, including visible/structural damage and condition
    - x. Replace or repair controller cabinet associated parts as appropriate
  - b. Service
    - i. Check supply voltage
    - ii. Check connections to circuit breaker
    - iii. Check connections to ground
    - iv. Clean out service
    - v. Replace or repair service associated parts as appropriate.

Contractor shall have all necessary parts and accessories for the required work available at all times to ensure Contractor performs routine maintenance issues with minimal impact to the City's operations.

**C. Extraordinary Emergency Maintenance**

Contractor shall provide emergency services twenty-four (24) hours, seven days a day and seven days per week, and respond to the City within two hours of the City's notification of an emergency.

1. All Extraordinary Maintenance, including emergency repairs beyond Routine Maintenance, shall require authorization from City designated staff prior to performing any extraordinary maintenance work for the City. Should any extraordinary maintenance work be executed, the Contractor shall notify the City of any equipment moved or replaced as soon as practicable, but no later than twenty-four (24) hours after the work is performed.
2. Contractor shall have all necessary parts and accessories for the required work available at all times to ensure Contractor performs routine maintenance issues with minimal impact to the City's operations.

**D. Dispatch and Response Services**

1. Contractor shall provide the City access to its twenty-four (24) hour, seven (7) days per week dispatch service for reporting outages, malfunctions, or emergency maintenance needs. Similarly, the Contractor shall provide the City response and service 24 hours a day, seven days a week.
2. Contractor shall respond to the City's notice of any repair and maintenance issues within two hours and provide an estimated time of arrival. Notwithstanding the aforementioned, the response time of two hours excludes conditions beyond Contractor's reasonable control, including natural disasters, declared emergencies, compliance with laws or regulations, fire, riots, and acts of war.

**E. Maintenance Records**

1. Contractor shall prepare detailed maintenance records for each service call (emergency or routine), including dates, arrival and departure times, reason for visit, observation, work performed, findings, repair(s) performed, manufacturer information, and labor hours for each traffic signal facility.
2. Contractor shall maintain a copy of the maintenance record at each traffic signal location, including but not limited to each traffic signal intersection, flashing beacon, and vehicle speed feedback sign location.

3. Upon City's request, Contractor shall provide a full report and status of all service calls (emergency or routine), including all the information described in Section E.1 of this Exhibit "A". Should the Contractor utilize an electronic database or management system to document and log records/requests, Contractor shall provide access to City staff at all times, which shall be retained for a period of five years. This provision shall survive the expiration or termination of this Agreement.

**F. Activity Report**

Contractor shall prepare quarterly activity reports, which shall include a complete record of all work performed on the City's traffic signal facilities. The quarterly activity reports shall be attached to each quarterly invoice.

Upon City's request, Contractor shall provide activity reports in real time. Should the Contractor utilize an electronic database or management system to log activity reports, access shall be made available to City staff at all times. Acceptable file formats include Microsoft Excel or PDF. Activity reports shall be retained for a period of five years. This provision shall survive the expiration or termination of this Agreement.

## **EXHIBIT “B”**

### **TERM AND TIME OF COMPLETION**

**TERM.** This Agreement shall commence on January 20, 2026, and shall continue through January 19, 2029, unless otherwise terminated as herein provided.

**EXHIBIT “C”**

**COMPENSATION**

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. **AMOUNT.** Contractor shall be paid in accordance with the following rate schedule.

<b>Routine Maintenance</b>	<b>Rate</b>
Each traffic signal controller service	\$88.50
Each hard-wired flashing beacon service	\$43.00
Each solar-powered wireless flashing beacon service	\$44.00
Each solar-powered wireless flashing beacon sign enhancement	\$16.00
Each permanent speed radar sign service	\$44.00
<b>Extraordinary Maintenance – Labor</b>	<b>Rate</b>
Traffic Signal Foreman – Business Hours	\$153.00
Traffic Signal Foreman – Overtime Hours	\$194.00
Transportation Systems Electrician – Business Hours	\$144.00
Transportation Systems Electrician – Overtime Hours	\$180.00
Transportation Systems Technician – Business Hours	\$126.00
Transportation Systems Technician – Overtime Hours	\$153.00
Traffic Signal Groundsperson – Business Hours	\$109.00
Traffic Signal Groundsperson – Overtime Hours	\$158.00
<b>Extraordinary Maintenance - Services (One-Time Charge)</b>	<b>Rate</b>
Cabinet & Controller Laboratory Testing & Certification	\$1,055.00
Furnish & Install 6” Diameter Inductive Loop Detector	\$785.00
Furnish & Install 12” LED Green Ball	\$105.00
Furnish & Install 12” LED Red Ball	\$105.00
Furnish & Install 12” LED Yellow Ball	\$105.00
<b>Install Traffic Signal Pole Foundation per the latest CalTrans Standards Plans (One-Time Charge)</b>	<b>Rate</b>
Type 1A	\$2,400.00
Type 15TS	\$3,100.00
Type 21TS	\$9,650.00
Install LED Pedestrian Signal Module	\$210.00
Install Pedestrian Push Button	\$102.00
Install Accessible Pedestrian Signal	\$1,240.00
Install Traffic Signal Backplate	\$275.00

<b>Extraordinary Maintenance – Vehicles&amp; Equipment</b>	<b>Rate</b>
Personal Vehicle (per hour)	\$10.00
Pickup Truck (per hour)	\$28.00
Bucket Truck – up to 60 feet (per hour)	\$32.00
Bucket Truck – above 60 feet (per hour)	\$65.00
Crane Truck (per hour)	\$65.00
Service Truck (per hour)	\$32.00
Dump Truck (per hour)	\$32.00
Compressor with Tools (per hour)	\$5.00
Arrowboard (per hour)	\$5.00
Material Cost Markup	Actual cost plus 15%

If Contractor must rent equipment to perform its services, including concrete saws and water trucks, Contractor shall charge the lower of the local prevailing rental rate or the Contractor's actual rental cost plus a 15% markup. Contractor shall use best efforts to negotiate the lowest rental rates for the equipment.

**B. NOT TO EXCEED AMOUNT.** Notwithstanding any other provision of this Agreement:

1. The total annual amount paid to Contractor shall not exceed \$200,612.00, inclusive of a ten percent (10%) contingency.
2. The total amount paid to Contractor over the initial term of the Agreement shall not exceed \$601,836.00, unless increased by written amendment approved by the City Council.

**C. METHOD OF PAYMENT.** Contractor shall submit a monthly invoice for the services performed in the prior month. Each invoice shall indicate:

1. Identification of each traffic signal facility or location serviced;
2. Date of service;
3. Type of service (Routine Maintenance or Extraordinary Maintenance);
4. Quarterly or annual inspection, if applicable;
5. Description of work performed;
6. Applicable rate;
7. Hours worked (for labor based charges);
8. Quantity or units of work performed, as applicable;
9. For materials, parts, and rented equipment: actual cost (with supplier invoices or receipts attached);
10. For materials, parts, and rented equipment: quantity and units;
11. Markup applied, if applicable;
12. Amount per line item;
13. Invoice total; and

14. For Extraordinary Maintenance: City authorization, with approval documentation attached.

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices, supplier invoices or receipts for rented items, City authorization for Extraordinary Maintenance, and quarterly activity reports described in Section F of Exhibit "A". Invoices must be in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request.

- D. **SCHEDULE FOR PAYMENT.** City will pay within thirty (30) days of receiving the monthly invoice, provided the work has been completed to the City's reasonable satisfaction. The City may withhold up to five percent (5%) as retention and may also withhold amounts in good-faith dispute, to the maximum extent permitted by law. Retention will be released after completion of and acceptance of any authorized work for which retention was withheld, except for disputed amounts.
- E. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Yunex LLC  
1026 E. Lacy Avenue  
Anaheim, CA 92805, USA  
Attention: Joshua Ferras  
Email: Joshua.ferras@yunextraffic.com

City: City of Redondo Beach  
Public Works Department  
531 N. Gertruda Ave.  
Redondo Beach, CA 90277  
Attention: Mario Carranza  
Email: mario.carranza@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of \$4,000,000 shall apply separately to this Project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the Project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the Project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



POLICY NUMBER: BAP-7975022-00

## **Additional Insured**

### **A. Amended Who Is An Insured**

**1.** The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

**d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

Policy No: BAP-7975022-00

## **Waiver of Subrogation**

### **O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**POLICY NUMBER: WC-7975021-00**

**WC 00 03 13  
Ed. 04/84**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

---

**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 anyone not named in the Schedule.

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

WC 00 03 13  
(Ed. 04-84)

Policy No: BAP-7975022-00

## **Primary, Non-Contributory**

### **A. Amended Who Is An Insured**

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.



POLICY NUMBER: BAP-7975022-00

## **Additional Insured**

### **A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

**d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

Policy No: BAP-7975022-00

Waiver of Subrogation

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**POLICY NUMBER: WC-7975021-00**

**WC 00 03 13  
Ed. 04/84**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

---

**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 anyone not named in the Schedule.

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

WC 00 03 13  
(Ed. 04-84)

Policy No: BAP-7975022-00

Primary, Non-Contributory

A. Amended Who Is An Insured

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.



# Administrative Report

H.8., File # 25-1665

Meeting Date: 1/20/2026

**To:** MAYOR AND CITY COUNCIL  
**From:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

## **TITLE**

APPROVE A THREE-YEAR AGREEMENT WITH WGJ ENTERPRISES, INC., DBA PCI STRIPING, TO PROVIDE CITYWIDE STREET STRIPING SERVICES FOR A TOTAL COST NOT TO EXCEED \$700,000

## **EXECUTIVE SUMMARY**

Approval of the agreement with WGJ Enterprises, Inc., dba PCI Striping (PCI Striping), would provide Citywide street striping services for the next three years. The total not to exceed amount for the full three-year term is \$700,000. Staff solicited proposals for this service through a competitive process and received proposals from three prospective vendors. PCI Striping offered the best value.

## **BACKGROUND**

The Public Works Department is responsible for maintaining pavement markings, street striping, and crosswalks throughout the City. The Department does not have the staff resources to perform the high volume of tasks required to properly maintain all of the City's existing street striping. As such, the Public Works Department periodically retains an outside vendor to provide these services. The most recent multi-year contract with PCI Striping expired on May 2, 2025.

On November 4, 2025, the Financial Services Department, on behalf of the Public Works Department, solicited proposals for pavement markings, street striping, and crosswalk maintenance services. The City received three responses to RFP #2526-002, which are listed below according to price:

- PCI Striping: \$2,025,636
- Toro Enterprises: \$3,713,010
- Sterndahl Enterprises: \$6,463,010

The pricing above represents the cost to implement all markings, striping, and crosswalks throughout the City in a single application. In evaluating the proposals, the following criteria were considered:

- Qualifications/Experience
- Resources
- References
- Cost

Staff believes the proposal submitted by PCI Striping offers the lowest cost as well as the most desirable combination of the qualities included in the evaluation criteria. The company has extensive experience in providing these services and has provided the City with high-quality, reliable striping services for the past three years.

The proposed three-year agreement is anticipated to cover 20 to 30 percent of the City's striping inventory. The cost for striping services has increased significantly over the past few years as a result of new requirements that dictate that lane lines and crosswalks be applied using thermoplastic rather than paint. Thermoplastic is much more expensive to install, but has a significantly longer life span in comparison to paint. While painted striping needs to be re-applied approximately every five years, thermoplastic striping is projected to last roughly 10 years, which will reduce future costs and increase visibility and utility to individuals using the City's roadways.

PCI's proposed pricing for pavement markings that were already required to be done in thermoplastic remain unchanged from the prior agreement. These include "STOP" and speed limit markings on roadways. While their pricing for street striping and crosswalks has increased due to the move to thermoplastic, it is significantly lower than that of the other two vendors and has been determined to be competitive in the market.

**COORDINATION**

This item was coordinated by the Public Works and Financial Services Departments. The City Attorney's Office approved the Agreement as to form.

**FISCAL IMPACT**

The cost for street striping services over the three-year term of the proposed Agreement would not exceed \$700,000. Currently, \$291,000 is in the budget for the Citywide Street Striping Capital Improvement Program (CIP), Job No. 41180. It is anticipated that additional funding will be appropriated through the budget process for FY's 2026-2027 and FY 2027-2028. Funding for this ongoing CIP is typically appropriated from State Gas Tax funds.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - WGJ Enterprises, Inc., dba PCI Striping
- Insurance - WGJ Enterprises, Inc., dba PCI Striping

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND WGJ ENTERPRISES, INC., DBA PCI CORPORATION**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and WGJ Enterprises, Inc., a California corporation dba PCI Corporation ("Contractor" or "Consultant").

WHEREAS, the City requires ongoing maintenance services for City-owned streets, rights-of-way, and related transportation infrastructure, including pavement striping, markings, legends, crosswalks, signage, traffic control, and associated work necessary to preserve roadway safety and functionality, as further described in Exhibit "A" of this Agreement;

WHEREAS, pursuant to Title 2, Chapter 6.1, Section 2-6.1.01(a) of the City Municipal Code, a "public works project" includes the maintenance of any City-owned building, structure, or facility, including streets and related infrastructure;

WHEREAS, the work described in Exhibit "A" constitutes "maintenance" within the meaning of Title 2, Chapter 6.1, Section 2-6.1.01(h) of the City Municipal Code, as it consists of routine, recurring, and as-needed activities necessary for the preservation, upkeep, and continued operation of existing City streets and transportation facilities, including in-kind replacement and repainting of existing striping, markings, and traffic control devices;

WHEREAS, under Title 2, Chapter 6.1, Section 2-6.1.09 of the City Municipal Code, maintenance projects are exempt from competitive bidding requirements regardless of cost and may proceed via negotiated contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows;

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

\* \* \* \* \*

### GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant

to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. This provision shall survive the expiration or termination of this Agreement for four (4) years.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to

Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the expiration or termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive the expiration or termination of this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the

deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

- b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
  - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the expiration or termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 20<sup>th</sup> day of January, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

WGJ ENTERPRISES, INC., a California  
corporation dba PCI Corporation

\_\_\_\_\_  
James A. Light, Mayor

Signed by:  
*William Jacob*  
By: \_\_\_\_\_  
Name: William Jacob  
Title: President  
1/14/2026 | 1:17 PM PST

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### CONTRACTOR'S DUTIES

##### A. GENERAL DUTIES

1. Contractor shall furnish all labor, supervision, equipment, materials, tools, traffic control, and transportation as required and/or implied to install the striping, markings, legends, crosswalks, and signage services described in this Exhibit "A".
2. All installed markings, striping, legends, crosswalks, and signage shall comply with: (i) the current Standard Specifications for Public Works Construction ("SSPWC/Greenbook"); (ii) the California Manual on Uniform Traffic Control Devices ("CA MUTCD"); (iii) the latest Caltrans Standard Specifications; and (iv) the latest applicable Caltrans Standard Plans, including those referenced below, each as may be amended from time to time.
3. No Guarantee of Work. This Agreement does not guarantee any minimum quantity, dollar amount, or frequency of work. Work will be ordered only as needed and subject to City priorities, public policy, and available funding.

#### Markings (per latest Caltrans Standard Plan A24A to A24G)

Description	Color	Unit	Material
Stop	White	EA	Thermoplastic
Ped Crossing	White	EA	Thermoplastic
Stop Ahead	White	EA	Thermoplastic
Slow School Crossing	Yellow	EA	Thermoplastic
Railroad Crossing	White	EA	Thermoplastic
No Left Turn	White	EA	Thermoplastic
Arrow (Straight)	White	EA	Thermoplastic
Arrow (Multi-Directional)	White	EA	Thermoplastic
Arrow (Left-Right)	White	EA	Thermoplastic
Arrow (Bike)	White	EA	Thermoplastic
Bike Lane Symbol	White	EA	Thermoplastic
Parking T	White	EA	Thermoplastic
Shared Roadway Bike Marking	White	EA	Thermoplastic
ISA (wheelchair symbol)	Blue/White	EA	Thermoplastic
Only	White	EA	Thermoplastic
25 MPH	White	EA	Thermoplastic
30 MPH	White	EA	Thermoplastic
35 MPH	White	EA	Thermoplastic
Wait Here	White	EA	Thermoplastic

OK	White	EA	Thermoplastic
Slow	White	EA	Thermoplastic
Keep Clear	White	EA	Thermoplastic
Yield Limit Line	White	L.F.	Thermoplastic
Sandblast/Removal	Not applicable	L.F.	Not applicable

**Crosswalks (per the latest Caltrans Standard Plan A24F)**

Description	Color	Unit	Material
12" Continental Crosswalk	Yellow	L.F.	Thermoplastic
12" Continental Crosswalk	White	L.F.	Thermoplastic

**Striping (per the latest Caltrans Standard Plan A20A to A20D)**

Description	Color	Unit	Material
Caltrans Det 1 (4" or 6" Single Broken)	Yellow	L.F.	Thermoplastic
Caltrans Det 8 (4" or 6" Single Broken)	White	L.F.	Thermoplastic
Caltrans Det 21 (4" or 6" Single Broken)	Yellow	L.F.	Thermoplastic
Caltrans Det 24 (4" or 6" Single Broken)	Yellow	L.F.	Thermoplastic
Caltrans Det 38B (4" or 6" Single Broken)	White	L.F.	Thermoplastic
4" Solid Parking Stall	White	L.F.	Thermoplastic
4" Solid	Blue	L.F.	Thermoplastic
12" Solid	Blue	L.F.	Thermoplastic
Caltrans Det 27B	White	L.F.	Thermoplastic
Caltrans Det 37B	White	L.F.	Thermoplastic
Caltrans Det 37A	White	L.F.	Thermoplastic
Caltrans Det 39A	White	L.F.	Thermoplastic
Caltrans Det 40	White	L.F.	Thermoplastic
Caltrans Det 41	White	L.F.	Thermoplastic
12" Solid Limit Line (Caltrans SP A24E)	White	L.F.	Thermoplastic
Caltrans Detail 32	Yellow	L.F.	Thermoplastic
Green Bike Markings	Green	S.F.	Methyl Methacrylate

**B. AUTHORITY AND APPROVALS.** For purposes of this Exhibit "A":

1. "Engineer" means the City Engineer or designee identified in writing by the City Engineer to act as Engineer for this Agreement.

2. "Authorized Representative" means the City's Public Works Director, the City Engineer or designee identified in writing by either.
3. No oral statement by any person shall be construed as authorizing extra work, changing the scope, or modifying the Agreement. Only a written change order or amendment executed in accordance with General Provisions Section 7 of the Agreement may authorize additional work or compensation.

C. **SPECIAL CONDITIONS.** The following Special Conditions supplement and amend the Standard Specifications for Public Works Construction and the latest edition of the Standard Specifications of the State of California Department of Transportation (Caltrans), as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.

## **PART 1 – GENERAL PROVISIONS**

### **SECTION 2 – SCOPE AND CONTROL OF THE WORK**

#### **2-5. PLANS AND SPECIFICATIONS**

Precedence of Contract Documents. Replace the entire subsection with the following:

*If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:*

- a) *Permits issued by other agencies.*
- b) *Change Orders and Supplemental Agreements; whichever occurs last.*
- c) *Agreement.*
- d) *Addenda.*
- e) *Special Conditions*
- f) *General Conditions*
- g) *Notice to Contractors Inviting Bids*
- h) *Instructions to Bidders*
- i) *Plans*
- j) *City Standard Plans*
- k) *Other Standard Plans*
- l) *Standard Specifications for Public Works Construction*
- m) *Reference Specifications*

*Detail drawings shall take precedence over general drawings.*

### **SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK**

#### **6-1. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.**

##### **6-1.1 Construction Schedule. [Add the following]:**

*The Contractor shall schedule the restriping work to complete the entire City within six (6) months of the Notice to Proceed ("Citywide Restriping Work"). The Citywide Restriping Work shall be completed in phases, and the Contractor shall provide the Engineer or authorized representative with a work schedule at least 5 (five) business days prior to commencing work at each phase. Upon coordination of work schedule, the Contractor shall initiate the work phase within 10 business days and complete the work phase within 25 business days. Priority shall be given to areas surrounding schools, arterials, collectors, then residential streets and alleys. The Engineer may require ancillary striping and sign work to be prioritized within the scheduled Citywide Restriping Work phases as he deems necessary. Completion of the work phase includes cat-tracking inspection, approval by Engineer or authorized representative, and final striping. After the Citywide Restriping Work is completed, the Engineer may require the Contractor to perform additional striping and sign work on an as-needed basis.*

*The Contractor shall provide safe and continuous passage for pedestrian, bicycle, and vehicular traffic at all times. The Contractor shall obtain a no-fee encroachment permit from the City prior to any lane closures or construction activity within the City right-of-way. All warning lights, signs, flares, barricades, delineators, detours, and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control shall conform to, and be placed in accordance with the latest CA MUTCD. Flashing arrow signs shall be furnished and maintained as directed by the Public Works Director or their authorized representative.*

*During working hours, a minimum of one ten (10)-foot wide travel lane in each direction, and all existing left-turn pockets whenever feasible, shall be maintained. No lane closures on arterial highways shall be permitted between the hours of 7:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM, unless an emergency situation exists and such a closure is necessary to safeguard the traveling public. Separation between travel lanes, channelization, and delineation of the work area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15' on center. Work shall not conflict with afternoon pick-up periods within school zones.*

*Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow sign, which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The Flashing Arrow Sign shall be in place before lane closure(s) requiring its use is implemented.*

*When rehabilitation and/or installation is complete, all traffic control signs, barricades, delineators, etc., shall be removed from the site.*

*All conflicting signs shall be removed or covered as necessary. Upon completion of rehabilitation and/or installation, all existing signs shall be restored or uncovered as necessary.*

*Repainting/painting of centerlines and lane lines may occur between the hours of 9:00 AM to 3:00 PM on weekdays and/or from 6:00 PM (Monday thru Thursday) to 7:00 AM. the following morning. All other pavement markings shall be completed during the normal daytime working hours.*

## **PART 2 – CONSTRUCTION MATERIALS**

### **SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS AND PAVEMENT MARKERS**

*Delete the entire Section 214 and replace with Sections 81 and 84 of the latest editions of the Caltrans Standard Specifications.*

### **SECTION 81 – MISCELLANEOUS TRAFFIC CONTROL DEVICES**

#### **81-3.04 Payment [Add the following]:**

*There shall be no separate payment for pavement markers.*

### **SECTION 84 – MARKINGS**

#### **84.2.01D Submittals [Add the following]:**

*Final quantities and the location of all pavement markings, legends, and traffic striping within the City limits shall be submitted to the City for their records. This submittal shall be in an acceptable form that provides the City with final quantities and locations throughout the City, and as considered appropriate by the Engineer or authorized representative. The Contractor shall provide feasible options for green bike lane paint and/or thermoplastic for City approval.*

#### **84.2.01D Quality Assurance [Add the following]:**

*The Contractor must use the same exact template for the repainting of all of the pavement markings/legends currently on the street. All templates are to be provided by the Contractor. If the template for the existing pavement marking/legend cannot be used for the repainting, then the existing pavement marking/legend shall be removed entirely by grinding. The area to be ground shall encompass a rectangular/square area about the existing pavement marking/legend.*

*The Contractor, before repainting any pavement marking/legend, shall grind any existing pavement marking/legend if two or more pavement markings/legends exist as a result of previous ‘over-painting’ or ‘double images’.*

*The pavement marking/legend shall be repainted on the same exact painted area. Any ‘over-painting’ or ‘double looking’ images with the previous pavement marking/legend*

*will not be approved for payment. The City Engineer or their designee shall be the final authority regarding any concerns/questions of 'over-painting' or 'double images'.*

*The Contractor shall supply the City with the standards of the templates used for this contract. These template standards shall be used as the basis for the next repainting contract or future street resurfacing/repairs contracts.*

**84.2.03A General [Add the following]:**

*All striping, pavement markings, and legends not in conformance with the latest CA MUTCD standards shall be sandblasted and replaced in conformance.*

*Any and all new striping, pavement markings, and legends shall be cat-tracked and approved by the Engineer prior to final installation. A minimum of three (3) working days' notice must be provided to the Engineer for approval prior to final installation. The Engineer will inspect the cat-tracking within 2 working days and notify the Contractor of any needed corrections or adjustments. Upon approval of the cat-tracking by the Engineer, the Contractor shall then complete the installation of all new striping, pavement markings and legends no later than 5 working days following the approval of cat-tracking.*

*All lane striping at intersection approaches without crosswalks shall end ten (10) feet from the extension of the intersecting curb line.*

*All lane lines at intersection approaches shall begin and end with 50 feet of solid line.*

*All centerline striping at intersection approaches shall be double yellow for a distance of fifty (50) feet minimum; existing double yellow centerline striping which exceeds fifty (50) feet shall be installed as per existing.*

*New crosswalks shall be continental and conform to latest edition of the Caltrans Standard Plan A24F. Crosswalks shall be 10 feet wide (2 feet wide per element and 5 feet on-center). Existing standard crosswalks may be sandblasted to allow for installation of continental crosswalks or ladder as determined by the Engineer.*

*Limit lines shall be installed per latest edition of Caltrans Standard Plan A24E and latest edition of the CA MUTCD Section 3B.16. Limit lines shall be installed in advance of all crosswalks and at a 90 degree angle to the approach lane. Limit lines shall be 12" solid white and be installed with a 4' buffer from edge of crosswalk. If the crosswalk is installed at an angle, the 4' buffer shall be measured from the edge of crosswalk to the limit line at the center of the approach lane. Lane lines and channelizing lines shall terminate at limit line.*

**84.2.03C(1) General [Remove the third paragraph]:**

**84.2.03C(3)(a) General [Eighth paragraph, remove the second sentence and add the following]:**

*The second coat of paint shall be applied seven (7) calendar days following the application of the first coat.*

**84-9.01 General [Add the following]:**

The removal of existing traffic stripes and markings shall be done with sandblasting. Sandblasting shall apply to both paint and thermoplastic striping, pavement markings, and legends.

**SECTION 215 – NOT USED**

*Insert entire Section 82 of the latest edition of the Caltrans Standard Specifications.*

**PART 3 – CONSTRUCTION METHODS**

**SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS AND PAVEMENT MARKERS**

*Delete the entire Section 314 and follow as shown on the Plans and these Special Provisions and as directed by the City Engineer or their designee.*

## **EXHIBIT “B”**

### **TERM AND TIME OF COMPLETION**

**TERM.** This Agreement shall commence on January 21, 2026 and shall continue through January 20, 2029 (“Term”), unless earlier terminated in accordance with the Agreement.

## EXHIBIT "C"

### COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. **AMOUNT.** Contractor shall be paid based on the unit price of the services provided:

<b>Description</b>	<b>Color</b>	<b>Unit</b>	<b>Material</b>	<b>Unit Price</b>
Stop	White	Ea	Thermoplastic	\$207.00
Ped Crossing	White	Ea	Thermoplastic	\$362.00
Stop Ahead	White	Ea	Thermoplastic	\$455.00
Right Lane Must Turn Right	White	Ea	Thermoplastic	\$1,197.00
Slow School Crossing	Yellow	Ea	Thermoplastic	\$683.00
Railroad Crossing	White	Ea	Thermoplastic	\$322.00
No Left Turn	White	Ea	Thermoplastic	\$567.00
Arrow (Straight)	White	Ea	Thermoplastic	\$90.00
Arrow (Multi-directional)	White	Ea	Thermoplastic	\$160.00
Arrow (Left-Right)	White	Ea	Thermoplastic	\$160.00
Arrow (Bike)	White	Ea	Thermoplastic	\$61.00
Bike Lane Symbols	White	Ea	Thermoplastic	\$260.00
Parking T	White	Ea	Thermoplastic	\$36.00
ISA (wheelchair symbol)	Blue/White	Ea	Thermoplastic	\$650.00
Only	White	Ea	Thermoplastic	\$157.00
25 MPH	White	Ea	Thermoplastic	\$161.00
30 MPH	White	Ea	Thermoplastic	\$161.00
35 MPH	White	Ea	Thermoplastic	\$161.00
Wait Here	White	Ea	Thermoplastic	\$313.00
OK	White	Ea	Thermoplastic	\$161.00
Slow	Yellow	Ea	Thermoplastic	\$157.00
Keep Clear	White	Ea	Thermoplastic	\$405.00
Sandblast / Removal	Not applicable	L.F.	Not applicable	\$2.65
Caltrans Det 1 (4" Single Broken)	Yellow	L.F.	Thermoplastic	\$0.80
Caltrans Det 8 (4" Single Broken)	White	L.F.	Thermoplastic	\$0.80
Caltrans Det 21(4" Double Solid)	Yellow	L.F.	Thermoplastic	\$1.24
Caltrans Det 24 (4" Single Solid)	Yellow	L.F.	Thermoplastic	\$0.85
Caltrans Det 38B (8" Single Solid)	White	L.F.	Thermoplastic	\$1.35
4" Solid (Parking Stall)	White	L.F.	Thermoplastic	\$1.90
4" Solid	Blue	L.F.	Thermoplastic	\$5.55
12" Solid	Blue	L.F.	Thermoplastic	\$17.00

12" Solid Limit Line (Caltrans SP A24E)	White	L.F.	Thermoplastic	\$4.00
Two-Way Left Turn	Yellow	L.F.	Thermoplastic	\$3.00
Green Bicycle Lane	Green	S.F.	MMA	\$14.90
12" Continental Crosswalk	Yellow	L.F.	Thermoplastic	\$4.00
12" Continental Crosswalk	White	L.F.	Thermoplastic	\$4.00

B. **NOT TO EXCEED AMOUNT.** In no event shall the total compensation paid to Contractor exceed \$700,000 during the term of this Agreement.

C. **METHOD OF PAYMENT.** Contractor shall submit a monthly invoice for services performed in the prior month. Each invoice shall indicate:

1. Location(s) of work (street segments/intersections or other identifiers acceptable to City)
2. Description of work performed
3. Quantity of work
4. Unit price
5. Total line item amounts (unit x quantity)
6. Invoice total

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices, reimbursable expense approvals, and expense receipts. Invoices must be in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request.

D. **SCHEDULE FOR PAYMENT.** City will pay within thirty days (30) of receiving the monthly invoice, provided the work has been completed to the City's reasonable satisfaction. The City may withhold up to five percent (5%) as retention and may also withhold amounts in good-faith dispute, to the maximum extent permitted by law. Retention will be released after completion of and acceptance of any authorized work for which retention was withheld, except for disputed amounts.

E. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor:                   WGJ Enterprises, Inc., dba PCI Corporation  
975 W. 1st Street  
Azusa, CA 91720  
Attention: William Jacob  
Email: [bjacob@lineuppci.com](mailto:bjacob@lineuppci.com)

City:                             City of Redondo Beach  
Public Works Department  
531 N. Gertruda Ave.

Redondo Beach, CA 90277  
Attention: Mario Carranza  
Email: [mario.carranza@redondo.org](mailto:mario.carranza@redondo.org)

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no “bounce-back” or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of \$4,000,000 shall apply separately to this Project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the Project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the Project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Baldwin Group West, LLC 15901 Red Hill Ave, Ste 100 Tustin CA 92780	<b>CONTACT NAME:</b> Brenda Juarez Gutierrez <b>PHONE (A/C No. Ext):</b> (714) 505-7000 <b>E-MAIL ADDRESS:</b> brenda.juarez@wgbib.com	<b>FAX (A/C, No):</b> (714) 573-1770
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 0F69771 WGJENTE-01	<b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> Chubb Indemnity Insurance Comp <b>INSURER C:</b> Sirius America Insurance Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20281 12777 38776
<b>INSURED</b> WGJ Enterprises, Inc. dba PCI 975 W 1st Street Azusa CA 91702		

**COVERAGES**

CERTIFICATE NUMBER: 635542813

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	54326621	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54326620	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			56717376	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	54326622	11/1/2025	11/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CPPL 0002753 00	11/1/2025	11/1/2026	Per Incident/Agg Deductible 2,000,000 10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

General Liability and Auto Liability Additional Insured, Primary & Noncontributory, and waiver of subrogation applies per attached endorsements when required by written contract. Workers Compensation waiver of subrogation applies per attached endorsement when required by written contract. All Operations RE: PCI Job #10998C; RFP #2122-011; City-wide Traffic Striping and Street Signage Services, Redondo Beach, CA. glaip/auai The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as Additional Insureds as respects General Liability and Auto Liability per attached endorsements. This insurance shall apply as Primary and Non-Contributory per attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
 Public Works Department  
 Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> WGJ ENTERPRISES</p> <p><b>Endorsement Effective Date:</b> 11/01/2025</p>
---

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> WHERE REQUIRED BY WRITTEN CONTRACT.</p>
--

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
---

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

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

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> WGJ Enterprises dba PCI</p> <p><b>Endorsement Effective Date:</b> 11/01/2025</p>
---

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b>          WHERE REQUIRED BY WRITTEN CONTRACT,</p>
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

## **TRANSFER OR WAIVER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

**Name Of Person(s) or Organization(s):**

Any person or organization for whom the Named Insured is required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The policy is amended at **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Or Waiver Of Rights Of Recovery Against Other To Us** by deleting the first paragraph and replacing it with the following:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

### Workers' Compensation and Employers' Liability Policy

Named Insured WGJ Enterprises, Inc. dba PCI	Endorsement Number 01
	Policy Number 54326622 Symbol: WCF Number:
Policy Period 11/1/25 <b>TO</b> 11/1/26	Effective Date of Endorsement 11/01/2025
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

### CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

#### Schedule

1. ( ) Specific Waiver  
Name of person or organization:  
  
( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:  
ALL
3. Premium:  
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0

\_\_\_\_\_  
Authorized Representative

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> WGJ Enterprises, Inc dba PCI</p> <p><b>Endorsement Effective Date:</b> 11/1/25</p>
---

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> Any person or organization for whom the Named Insured is required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

ALL OF YOUR DESIGNATED CONSTRUCTION PROJECTS WHERE REQUIRED BY CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: 54326621  
Named Insured: WGJ Enterprises, Inc dba PCI  
Policy Term: 11/1/25 to 11/1/26

COMMERCIAL GENERAL LIABILITY  
10-02-2461 (Ed. 7-15)

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

## PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Additional Insured:**  
WHERE REQUIRED BY WRITTEN CONTRACT.

**Location Of Covered Operations:**  
ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Baldwin Group West, LLC 15901 Red Hill Ave, Ste 100 Tustin CA 92780	<b>CONTACT NAME:</b> Brenda Juarez Gutierrez <b>PHONE (A/C No. Ext):</b> (714) 505-7000 <b>E-MAIL ADDRESS:</b> brenda.juarez@wgbib.com	<b>FAX (A/C, No):</b> (714) 573-1770
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 0F69771 WGJENTE-01	<b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> Chubb Indemnity Insurance Comp <b>INSURER C:</b> Sirius America Insurance Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20281 12777 38776
<b>INSURED</b> WGJ Enterprises, Inc. dba PCI 975 W 1st Street Azusa CA 91702		

**COVERAGES**

CERTIFICATE NUMBER: 635542813

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	54326621	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54326620	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			56717376	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	54326622	11/1/2025	11/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CPPL 0002753 00	11/1/2025	11/1/2026	Per Incident/Agg Deductible 2,000,000 10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

General Liability and Auto Liability Additional Insured, Primary & Noncontributory, and waiver of subrogation applies per attached endorsements when required by written contract. Workers Compensation waiver of subrogation applies per attached endorsement when required by written contract. All Operations RE: PCI Job #10998C; RFP #2122-011; City-wide Traffic Striping and Street Signage Services, Redondo Beach, CA. glaip/auai The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as Additional Insureds as respects General Liability and Auto Liability per attached endorsements. This insurance shall apply as Primary and Non-Contributory per attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
 Public Works Department  
 Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> WGJ ENTERPRISES</p> <p><b>Endorsement Effective Date:</b> 11/01/2025</p>
---

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> WHERE REQUIRED BY WRITTEN CONTRACT.</p>
--

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
---

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

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

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> WGJ Enterprises dba PCI</p> <p><b>Endorsement Effective Date:</b> 11/01/2025</p>
---

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b>          WHERE REQUIRED BY WRITTEN CONTRACT,</p>
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

## **TRANSFER OR WAIVER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

**Name Of Person(s) or Organization(s):**

Any person or organization for whom the Named Insured is required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The policy is amended at **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Or Waiver Of Rights Of Recovery Against Other To Us** by deleting the first paragraph and replacing it with the following:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**Workers' Compensation and Employers' Liability Policy**

Named Insured WGJ Enterprises, Inc. dba PCI	Endorsement Number 01
	Policy Number 54326622 Symbol: WCF Number:
Policy Period 11/1/25 <b>TO</b> 11/1/26	Effective Date of Endorsement 11/01/2025
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( ) Specific Waiver  
Name of person or organization:  
  
  
( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:  
ALL
3. Premium:  
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0

\_\_\_\_\_  
Authorized Representative

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> WGJ Enterprises, Inc dba PCI</p> <p><b>Endorsement Effective Date:</b> 11/1/25</p>
---

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> Any person or organization for whom the Named Insured is required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – SCHEDULED PERSON OR  
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

ALL OF YOUR DESIGNATED CONSTRUCTION PROJECTS WHERE REQUIRED BY CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

  - 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: 54326621  
Named Insured: WGJ Enterprises, Inc dba PCI  
Policy Term: 11/1/25 to 11/1/26

COMMERCIAL GENERAL LIABILITY  
10-02-2461 (Ed. 7-15)

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

## PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Additional Insured:**  
WHERE REQUIRED BY WRITTEN CONTRACT.

**Location Of Covered Operations:**  
ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.



# Administrative Report

---

H.9., File # 25-1717

Meeting Date: 1/20/2026

---

**To: MAYOR AND CITY COUNCIL**  
**From: ANDREW WINJE, PUBLIC WORKS DIRECTOR**

## **TITLE**

APPROVE A SECOND AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC. TO EXTEND THE TERM THROUGH JANUARY 22, 2028 AND INCREASE THE CONTRACT AMOUNT BY \$100,000 FOR A NEW NOT TO EXCEED TOTAL OF \$350,000

## **EXECUTIVE SUMMARY**

The City Council has awarded a number of on-call contracts to successfully accelerate project delivery timelines. Staff is recommending the approval of a second amendment to the existing on-call agreement with David Evans and Associates, Inc. (DEA) to extend the term an additional two years and to increase the not-to-exceed amount by \$100,000. DEA provides Civil Engineering services and is currently tasked with supporting the Pallet Shelter Expansion and Citywide Curb Ramp Improvement projects.

## **BACKGROUND**

During the FY 2018-19 budget adoption process, several tools were presented to accelerate the pace of delivery of CIP projects. One tool that staff strongly recommended was establishing on-call contracts for professional services. On-call service contracts are not fully defined as to scope or funding source and allow staff the ability to quickly assign smaller work tasks (e.g., geotechnical engineering, surveying, etc.) without having to develop and present an individual contract to City Council for award.

Funding sources for on-call contracts are not identified at the time of award. Rather, as tasks are assigned to an on-call vendor, the funding is assigned via purchase order from the funding source associated with the particular project to which the work applies.

The Public Works Department Engineering Services Division (ESD) and the City Attorney's Office worked to develop a contract template for the request for proposals (RFP) for on-call consulting services, which was advertised in August of 2018. The template stipulates a two-year term with a total not to exceed value of \$100,000. Many of these contracts have been renewed for additional terms, including this one, and new vendors have been awarded contracts as the City's need for on-call firms grows and changes.

On January 23, 2024, staff authorized the first task order to DEA for \$85,224 for design services for the 2024 Citywide Curb Ramp Improvement Project to develop construction plans and cost estimates

for 24 curb ramps at 12 intersections.

In Spring 2024, staff solicited on-call firms to provide design services for the Pallet Shelter Expansion Project. On July 23, 2024, staff considered DEA's \$113,927 total cost reasonable and authorized a second task to begin work on the Pallet Shelter design.

The City Council approved the First Amendment to the agreement with DEA to increase the not to exceed amount by \$150,000, for a new total of \$250,000, to provide continued services for the Citywide Curb Ramp Improvements Project, Pallet Shelter Expansion Project, and other various engineering support tasks.

Staff has since authorized an additional Citywide Curb Ramp Improvements Project task order for \$13,011 for design services for traffic calming elements and curb ramp bulb-outs along Ripley Avenue at Meyer, Hadley, Clark, and High/Pullman Lanes, a bulb out at Vincent Avenue and Irena Avenue, and additional surveying services.

Staff also tasked DEA with a \$30,271 task order to provide structural calculations and drawings for perimeter fencing, footings, and retaining walls for the Pallet Shelter expansion project. To date, DEA has assisted the City with four task orders totaling \$242,433

Given the priority of the temporary supportive housing program, staff is recommending extending the term through January 22, 2028 and increasing the not to exceed amount by \$100,000 to \$350,000 to provide value engineering and design and construction support for the completion of the Pallet Shelter project.

Staff is recommending approval of this second amendment to allow for the continued provision of on-call services by DEA.

**COORDINATION**

Preparation of the proposed amendment was coordinated between the City Attorney's Office and the Public Works Department.

**FISCAL IMPACT**

Funding for the on-call work assigned to DEA is available in the applicable CIP project accounts.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Second Amendment to the On-Call Professional Services Agreement with David Evans and Associates, Inc.
- Agmt - First Amendment to the On-Call Professional Services Agreement with David Evans and Associates, Inc., July 30, 2024
- Agmt - Original On-Call Professional Services Agreement with David Evans and Associates, Inc., January 23, 2024
- Insurance - David Evans and Associates, Inc.

**SECOND AMENDMENT TO THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN  
THE CITY OF REDONDO BEACH  
AND DAVID EVANS AND ASSOCIATES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and David Evans and Associates, Inc., an Oregon corporation ("Contractor" or "Consultant").

WHEREAS, on January 23, 2024, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on July 30, 2024, the parties hereto entered into the First Amendment to the Agreement (the "First Amendment") to increase the compensation by \$150,000, thereby establishing a total compensation limit of \$250,000; and

WHEREAS, the parties hereto desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

**1. GENERAL PROVISIONS.**

Section 36 shall be added to the Agreement as follows:

36. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

2. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to delete Section II.C in its entirety.

3. **TERM AND TIME OF COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to January 22, 2028. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall

commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-1".

4. **COMPENSATION.** Exhibit "C" of the Agreement, as previously amended by Exhibit "C-1", is hereby amended to add Exhibit "C-2" to increase the total compensation limit paid to Consultant by \$100,000, setting a new limit of \$350,000, and update the notice provision. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
5. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter herein. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

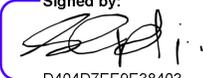
SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 20<sup>th</sup> day of January, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

\_\_\_\_\_  
James A Light, Mayor

DAVID EVANS AND ASSOCIATES, INC.,  
an Oregon corporation

Signed by:   
By: \_\_\_\_\_  
Name: Gabriel Rodriguez  
Title: Vice President  
1/12/2026 | 4:37 PM PST

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "B-1"

### TERM AND SCHEDULE OF COMPLETION

**TERM:** The term of the Agreement shall be extended to January 22, 2028 ("Term"), unless otherwise terminated as herein provided. Consultant shall perform the services in accordance with the schedule in each Task Proposal as described in the Agreement. City may approve extensions for performance of the services in each task; provided, however, that the Consultant shall not work beyond the expiration date of the Agreement, as amended hereto.

## EXHIBIT "C-2"

### COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

- I. **AMOUNT.** Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the attached hourly rate schedule, which is hereby incorporated.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the attached schedule. If Consultant requires reimbursement for expenses not provided on the attached schedule, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the City.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed \$350,000 during the term of the Agreement, and any amendments hereto.
- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
  - A. Task number.
  - B. Dates of service.
  - C. All personnel who performed work on the Task.
  - D. Description of the work performed.
  - E. Number of hours worked.
  - F. Hourly rate.
  - G. All City approved and documented subcontractor invoices.
  - H. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the City, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" is not exceeded.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: David Evans and Associates, Inc.  
17542 E. 17th Street, Suite 150  
Tustin, CA 92780-1947  
Attn: Gabriel Rodriguez

City: City of Redondo Beach  
Public Works Department, Engineering Services Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Lauren Sablan, City Engineer

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

**FIRST AMENDMENT TO THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN  
THE CITY OF REDONDO BEACH  
AND DAVID EVANS AND ASSOCIATES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and David Evans Associates, Inc., an Oregon corporation (hereinafter "Consultant" or "Contractor").

WHEREAS, on January 23, 2024, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement");

WHEREAS, the parties desire to increase the Consultant's compensation and update the notice provisions; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendment to the Agreement:

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1", increasing the Consultant's compensation limit by \$150,000, setting a new limit of \$250,000. Exhibit "C" is further amended to update the notice provisions. Exhibit "C-1" is attached hereto and incorporated by reference.
  
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 30<sup>th</sup> day of July, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

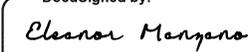
DAVID EVANS AND ASSOCIATES, INC.,  
an Oregon corporation

DocuSigned by:  
  
6BC0853B8F644F1...  
James A. Light, Mayor

DocuSigned by:  
  
1BE64C3DAEF3441...  
By: Steven Anderson  
Name: Steven Anderson  
Title: Associate

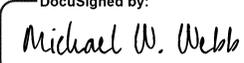
ATTEST:

APPROVED:

DocuSigned by:  
  
72F2AC716C214CE...  
Eleanor Manzano, City Clerk

DocuSigned by:  
  
ABED8CF35EEF48C...  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:  
  
669049EDE03D402...  
Michael W. Webb, City Attorney

## EXHIBIT "C-1"

### COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

- I. **AMOUNT.** Consultant shall perform the work for all City Engineer or designee approved Task Proposal(s) in accordance with the hourly rate schedule attached to and incorporated into Exhibit "C" of the Agreement.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the schedule attached to Exhibit "C" of the Agreement. If Consultant requires reimbursement for expenses not provided on the rate schedule in the Agreement, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the city.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed \$250,000 during the term of this Agreement and any amendments hereto.
- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
  - A. Task number.
  - B. All personnel who performed work on the Task.
  - C. Description of the work performed.
  - D. Number of hours worked.
  - E. Hourly rate.
  - F. All City approved and documented subcontractor invoices.
  - G. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, be based on the work performed and time spent in the prior month, and in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the city, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" of the Agreement is not exceeded.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are

completed to the City's reasonable satisfaction and there is no dispute over the amount.

- VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: David Evans and Associates, Inc.  
17542 E. 17<sup>th</sup> Street, Suite 150  
Tustin, CA 92780  
Attention: Steven Anderson

City: City of Redondo Beach  
Public Works Department, Engineering Services Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Lauren Sablan, Acting City Engineer

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and David Evans and Associates, Inc., an Oregon corporation ("Consultant" or "Contractor"). parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,

shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may

authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all

authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

- a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by the foregoing paragraph, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - c. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
    - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this

Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

- 18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or

net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of

law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 23<sup>rd</sup> day of January, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

DAVID EVANS AND ASSOCIATES,  
INC., an Oregon corporation

DocuSigned by:  
*William C. Brand*  
E6413C7231DF4E1...  
\_\_\_\_\_  
William C. Brand, Mayor  
1/31/2024 | 7:30 AM PST

DocuSigned by:  
*Steven Anderson*  
1BE64C3DAEF3441...  
By: \_\_\_\_\_  
Name: Steven Anderson  
Title: Associate

ATTEST:

APPROVED:

DocuSigned by:  
*Eleanor Manzano*  
72F2AC716C214CF...  
\_\_\_\_\_  
Eleanor Manzano, City Clerk  
1/31/2024 | 8:49 AM PST

DocuSigned by:  
*Diane Strickfaden*  
ABED8CF35EEF48C...  
\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:  
*Michael W. Webb*  
669049EDE03D402...  
\_\_\_\_\_  
Michael W. Webb, City Attorney  
1/25/2024 | 2:31 PM PST

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### I. CONSULTANT'S DUTIES

Consultant shall perform the following services.

- A. Consultant shall provide on-call professional design and project services, including but not limited to, municipal and civil engineering, traffic and transportation engineering, water resources engineering, marine engineering, landscape architecture, surveying and mapping, project management, program management, permitting coordination, cost estimating, public outreach, constructability and value engineering reviews, bid review and analysis, construction observation, construction management and inspections, right of way acquisition services, and grant writing.
- B. Upon City's written request as described in Section II.A, Consultant shall prepare a written scope of work for the City's requested tasks, including all components and subtasks, the cost to perform the task, including costs and markup from subcontractors, an explanation of how the cost was determined, and a schedule for completion of the task (collectively "Task Proposal"). The costs specified in the Task Proposal shall be in accordance with Exhibit "C".
- C. Upon the City's written approval of the Task Proposal, the Consultant shall commence services for the task. Any language that does not pertain to the scope of work, compensation, or duration of agreement shall be deemed extraneous and not incorporated within this Agreement.
- D. Consultant shall identify leading personnel used to accomplish the services in the Task Proposal. Consultant shall obtain City's approval of any substitutions of leading personnel for the task as soon as the need for a substitution is known.
- E. Consultant shall identify any subcontractor(s) and include the work of subcontractors in the proposed scope of work. Consultant shall not replace the subcontractor for the task without the prior written approval of the City.
- F. Consultant shall provide a task number for the City approved task.

- G. Consultant shall complete the task and present all deliverables to the City by the completion date provided to City.
- H. During performance of the services, Consultant shall provide a monthly written summary of progress on all on-call services to keep the City updated as to the status of performance. Consultant shall either draft a report or deliver an email to the City's designated project manager.
- I. Consultant shall provide all work product for review and acceptance by the City. Consultant shall revise the work product, at no additional charge, until it is approved by the City.

**II. CITY'S DUTIES**

City will perform the following services.

- A. City will provide a written task request with a description of the work to be performed for the task, and the time desired for completion.
- B. City, in its sole discretion, may approve, modify or reject the Consultant's Task Proposal.
- C. Notwithstanding anything described herein, in the event Article XIX of the City Charter and Chapters 6 and 6.1 of Title 2 of the Redondo Beach Municipal Code apply to the work described herein, the Consultant shall not be authorized to perform the subject work under this Agreement.

## **EXHIBIT "B"**

### **SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall commence on January 23, 2024 and continue through January 22, 2026 ("Term"), unless otherwise terminated as herein provided. Consultant shall perform the services in accordance with the schedule in each Task Proposal. City may approve extensions for performance of the services in each task; provided, however, that the Consultant shall not work beyond the expiration date of this Agreement.

**EXHIBIT "C"**  
**COMPENSATION**

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

- I. **AMOUNT.** Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the attached schedule, which is hereby incorporated.
  
- II. **EXPENSES.** Expenses incurred by Consultant in performance of this work are incorporated in the attached rates and fees. No compensation shall be paid to Consultant unless it is provided in the attached rate and fee schedule. However, in the event Consultant incurs extraordinary expenses, City may reimburse Consultant; provided, however, that both parties execute a written amendment authorizing the reimbursement.
  
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant, including reimbursable expenses, exceed \$100,000 during the term of this Agreement.
  
- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
  - A. Task number.
  - B. All personnel who performed work on the Task Proposal.
  - C. Description of the work performed.
  - D. Number of hours worked
  - E. Hourly rate.
  - F. All City approved and documented subcontractor invoices.
  - G. If applicable, expenses incurred

Within the approved amount for each approved Task Proposal, and with the written approval of the City, a portion of the amount from one line item of the Task may be allocated to another line item of the Task so long as the total amount approved for the Task Proposal as described in Exhibit "A" is not exceeded.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and include the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City's receipt of Consultant's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: David Evans and Associates, Inc.  
17782 17<sup>th</sup> Street, Suite 200  
Tustin, CA 92780-1947  
Attention: Steven Anderson

City: City of Redondo Beach  
Public Works Department, Engineering Division  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Andrew Winje, City Engineer

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

	<b>DATE SUBMITTED:</b>		12/19/2023	
	<b>AGENCY/CONTRACT:</b>		On-Call Consulting Services City of Redondo Beach	
	<b>PRIME FIRM NAME:</b>		David Evans and Associates	
	<b>Overhead Rate Audited (2022) %:</b>		177.45%	
	<b>Fee/Profit (2022) %:</b>		10.0%	
#	Staff	Classification Title	Hourly Loaded Rate - December 19, 2023	Subject to Prevailing Wage
1	Sean Haeri, PE, TE, CPM	Senior Principal	363.13	
2	Eddie Guerrero, PE	Principal in Charge	299.98	
3	Mark Oskorus, PE	QA/QC Manager	214.47	
4	Steven Anderson, PE, PMP	Project Manager V	348.16	
5	Marie Marston, PE, QSD/P	Project Manager IV	290.57	
6	Greg Kim, EIT	Project Manager III	280.34	
7	Francois Zugmeyer, PE	Civil Engineer V	255.77	
8	Lander Pham, PE	Civil Engineer IV	205.25	
9	Ryan Williams, EIT	Civil Engineer II	156.30	
10	Abigail Hartman, EIT	Civil Engineer II	141.91	
11	Suzanne Moubayed, EIT	Civil Engineer III	161.67	
12	Armen Ware	Civil Engineer II	123.15	
13	Guido Portier, SE	Structural Engineer V	240.36	
14	Alejandro Virgen	Structural Engineer I	135.78	
15	Kim Rhodes, PLA	Landscape Architect Manager	271.94	
16	Todd Holmes, PLA	Landscape Architect IV	198.14	
17	Heath Habig, PLA	Landscape Architect III	179.86	
18	Chosei Kusano	Landscape Designer IV	148.41	
19	Rachel Wells	Landscape Designer III	126.31	
20	Jon-Sen Oen, CID, CLIA	Irrigation Designer IV	156.30	X
21	Danny Wang	Irrigation Designer II	155.67	X
22	Dennis Barnes, PE, TE	Traffic Engineer V	283.43	
23	Rob Kilpatrick, PE, TE	Traffic Engineer III	242.07	
24	James Daisa, PE	Traffic Engineer III	246.30	
25	Trisha Munoz	Traffic Designer III	142.10	
26	Hesham Ayeda	Traffic Designer I	106.00	
27	Bob Vasquez, PLS	Survey Lead	271.56	
28	Rob Walker	Survey Manager III	208.41	X
29	Stephen Fenerty	Survey Manager II	198.96	X
30	Jeremy Schiff	Survey Analyst II	138.94	X
31	Robert Muro	Party Chief	187.91	X
32	Marga Rosso	Administrative Support III	129.46	
33	Verna Peel	Administrative Support II	112.86	
#	Direct Cost		Unit	Amount
1	Parking		each	Per receipt
2	Courier/Mail		each	Per receipt
3	Copying B&W		each	\$0.12
4	Copying Color		each	\$0.90
5	Printing Services		each	Per receipt
<b>Notes</b>				
1	The base rates stated are for December 19, 2023 and will remain in effect for the two year duration of the contract.			
2	The annual escalation will not exceed the rate of increase for the cost of goods as provided by the CPI-U: Los Angeles-Riverside-Orange County @ www.bls.gov			
3	Prevailing wages are subject to the California Department of Industrial Relations @ www.dir.ca.gov			
4	There will be no markup for direct costs, markups for subconsultant fees will not exceed 5%.			

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$ 2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions liability: \$1,000,000 per occurrence.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

1/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b>		<b>FAX (A/C. No.):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> 1330770 DAVID EVANS AND ASSOCIATES, INC. 2100 S RIVER PARKWAY, SUITE 100 PORTLAND OR 97201	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Insurance Company		16535
	<b>INSURER B:</b> The Continental Casualty Company		20443
	<b>INSURER C:</b> American Guarantee and Liab. Ins. Co.		26247
	<b>INSURER D:</b> American Zurich Insurance Company		40142
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES MAIN CERTIFICATE NUMBER:** 20209297 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9830389	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP9830390	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	SXS 6468058-00	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WC9336626	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH591924704	12/1/2023	12/1/2024	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: PROJECT NUMBER: CRDB0000-0002 PROJECT NAME: ON-CALL PROFESSIONAL DESIGN & PROJECT SERVICES. THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

20209297  
 CITY OF REDONDO BEACH, PUBLIC WORKS DEPARTMENT  
 ATTN: ANDREW WINJE, CITY ENGINEER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	<b>Any Location where you have agreed, through a written contract, agreement or permit, to provide</b>
as an additional insured in a written contract or	<b>Additional insured coverage except where such</b>
written agreement.	<b>Contract or agreement is prohibited by law.</b>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## **Additional Insured – Owners, Lessees Or Contractors – Completed Operations**

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: GLO 9830389

## Other Insurance Amendment - Primary And Non-Contributory



This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition 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, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-A CW

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.				
GLO 9830389	12/01/2023	12/01/2024				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 9830390COMMERCIAL AUTO

CA 20 48 10 13

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** David Evans and Associates, Inc.

**Endorsement Effective Date:** 12/1/2023

### SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to provide additional insured status on a primary basis, in a written contract or agreement, except where such contract or agreement is prohibited by law.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** DAVID EVANS AND ASSOCIATES, INC.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR  
RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE  
NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
WC 00 03 13 (Ed. 04-84)**

**POLICY NUMBER:** WC9336626

**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 required 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**

Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured.

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.)**



# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	<b>Any Location where you have agreed, through a written contract, agreement or permit, to provide</b>
as an additional insured in a written contract or	<b>Additional insured coverage except where such</b>
written agreement.	<b>Contract or agreement is prohibited by law.</b>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## Additional Insured – Owners, Lessees Or Contractors – Completed Operations

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: GLO9830389  
Effective Date: 12/01/2025 - 12/01/2026



## Other Insurance Amendment - Primary And Non-Contributory

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition 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, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.				
GLO9830389	12/01/2025	12/01/2026				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 9830390  
Effective Date: 12/01/2025 - 12/01/2026

COMMERCIAL AUTO  
CA 20 48 10 13

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** David Evans and Associates, Inc.  
**Endorsement Effective Date:** 12/1/2024

### SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to provide additional insured status on a primary basis, in a written contract or agreement, except where such contract or agreement is prohibited by law.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** DAVID EVANS AND ASSOCIATES, INC.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR  
RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE  
NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
WC 00 03 13 (Ed. 04-84)**

**POLICY NUMBER:** WC9336626  
Effective Date: 12/01/2025 - 12/01/2026

**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 required 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**

Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured.

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.)**



# Administrative Report

---

H.10., File # 26-0070

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

## TITLE

REJECT ALL BIDS FOR THE PALLET SHELTER EXPANSION 2025 PROJECT, JOB NO. 2200/2201 AND DIRECT STAFF TO REVISE THE SCOPE OF THE PROJECT AND RE-ADVERTISE THE UPDATED CONSTRUCTION DOCUMENTS

## EXECUTIVE SUMMARY

On August 19, 2025, the City Council approved plans and specifications for the Pallet Shelter Expansion 2025 Project, Job No. 2200/2201 (Project). On November 5, 2025, three bids were received and publicly opened. The apparent low bid for the Project exceeds the available Project budget by roughly \$500,000, without accounting for contingency and construction management costs. In addition, the City is in receipt of bid protests against the two lowest apparent bids. If the protests are substantiated, the potential award would be to an even higher bid amount and require substantially more funding. Therefore, staff recommends the City Council reject all bids and direct staff to work with the designer to value engineer certain elements of the Project to lower costs where possible and to re-advertise the Project.

## BACKGROUND

On October 16, 2025, the Project was advertised. The three received bids were publicly opened on November 5, 2025. The apparent lowest bidder's base bid was reported as \$1,494,950 at the time of the bid opening. Subsequent to bid opening, the City received bid protests against the two lowest apparent bids. If the protests are substantiated, the potential award to a higher bid would increase the gap in available Project funding. The funding available for construction of the Project totals only \$1,098,298.

The initial \$1,568,000 estimated cost was provided in a FY 2023-24 Budget Response Report (BRR) and included approximately \$145,000 for civil design costs, \$27,000 for electrical design cost and \$300,000 for the direct purchase of 25 Pallet Shelter Units. This left an estimated \$1.1 million for construction, which is insufficient to award any of the bids received. The variance from the BRR estimate and the bids received can be attributed to various items such as the comprehensive electrical scope to connect each unit to the undergrounded power system at the new site, as well as the existing facility, the inclusion of Wi-Fi communication equipment to provide internet services, the addition of pole lighting, site furnishings, larger retaining walls to support perimeter fencing per structural calculations, trench drains for adequate site drainage, and a water fountain with supply line. The BRR estimate did not have the benefit of the advanced design development when it was prepared.

Staff believes the overall scope of the Project can be reduced to close and potentially eliminate the funding gap. In particular, upon a post-bid preliminary value engineering “spot check,” the design team noted possible electrical scope reductions that could significantly reduce cost. Staff plans to reconsider the electrical scope and coordinate with the Community Development Department on viable electrical system installation alternatives, such as aerial feeders or minimizing configuration work for the electrical system, that will result in reduced bidding.

In the meantime, it is recommended the City Council reject all bids publicly opened on November 5, 2025, direct staff to value engineer and refine the Project’s scope of work, and authorize the City Clerk to re-advertise the project.

**COORDINATION**

The Project has been coordinated with the City Attorney’s Office, along with the Community Development and Public Works Departments.

**FISCAL IMPACT**

There is no fiscal impact associated with the recommendation to reject all bids. The amount of funding available for construction of the Project and identified in the approved CIP budget is \$1,098,298. Staff in the City Attorney’s Office is also exploring additional grant funding opportunities.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Bid Transmittal - November 5, 2025

**CITY OF REDONDO BEACH  
PRELIMINARY BID RESULTS**

**NAME OF PROJECT: PALLET SHELTER EXPANSION 2025 PROJECT, JOB NO. 2200/2201**

**DATE: 11/05/2025**

**TIME: 9:01 AM**

**TO : DANIEL GRUEZO, CIVIL ENGINEER**

**FROM: CITY CLERK'S OFFICE**

**Disclaimer:**

**These results are posted for Information only. Bid results are subject to analysis for completeness and accuracy.**

The summary below does not represent a notice of award but only of the bids presented to the city.

No	Name of Company	Addendum 1	Addendum 2	Addendum 3	Bid Bond	Total Base Bid (\$)
1.	Oppenheimer National	√			√	\$1,563,822.00
2.	CSI Services	√			√	\$1,494,950.00
3.	Addison-Miller Inc.	√			√	\$2,485,320.00

**Results or Questions:** Daniel Gruezo at (310) 697-3214, or by email

[Daniel.gruezo@redondo.org](mailto:Daniel.gruezo@redondo.org).

The City reserves the right to reject any or all proposals and to waive technical defects, as the interest of the City may require. Award of contract or rejection of bid proposals will be made by the City within 90 calendar days following the bid opening.



# Administrative Report

---

H.11., File # 26-0036

Meeting Date: 1/20/2026

---

**To: MAYOR AND CITY COUNCIL**  
**From: STEPHEN SPRENGEL, CHIEF OF POLICE**

## **TITLE**

APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE FOR TOBACCO GRANT PROGRAM FUNDS IN THE AMOUNT OF \$43,872 FOR THE TERM NOVEMBER 21, 2025 THROUGH JUNE 30, 2029 FOR TOBACCO RELATED ENFORCEMENT ACTIVITIES

ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2601-004 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$43,872 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO GRANT PROGRAM, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF JUSTICE FOR THE TOBACCO GRANT PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

ADOPT BY 4/5THS VOTE AND TITLE ONLY, RESOLUTION NO. CC-2601-005 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE \$43,872 IN STATE OF CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM AWARD FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

## **EXECUTIVE SUMMARY**

The California Tobacco Grant Program is administered by the California Attorney General's Office and provides funding for local law enforcement agencies to combat illegal tobacco sales to minors. The program is funded by Proposition 56, the California Healthcare, Research, and Prevention Tobacco Tax Act. Grant funds support enforcement activities like retailer inspections and underage decoy operations.

The Redondo Beach Police Department has been awarded \$43,872 in California Tobacco Grant Program funds for a multi-year performance period through June 30, 2029. In order to accept the award, the funding authority requires City Council to adopt a resolution accepting the grant funds and approving the Memorandum of Understanding (MOU) with the California Department of Justice for administration of the program.

## **BACKGROUND**

In 2016, California voters passed Proposition 56, the California Healthcare, Research, and

Prevention Tobacco Tax Act, which increased the State excise tax on cigarettes and other tobacco products to fund various healthcare, research, and tobacco prevention programs. Proceeds from Proposition 56 fund the California Tobacco Grant Program, which helps promote a healthier California by reducing illegal retail sales and the marketing of cigarettes and other tobacco products, including e-cigarettes and vapes, to minors.

The Tobacco Grant Program is administered by the California Office of the Attorney General, and funds are awarded to local law enforcement agencies throughout the state of California. Since its inception, the Tobacco Grant Program has distributed approximately \$240 million in grant funding through a competitive selection process.

The \$43,872 award secured by the Redondo Beach Police Department will fund a multi-year performance period running through June 30, 2029. The grant funding will reimburse the City for overtime costs associated with Police personnel conducting tobacco enforcement operations, including retailer inspections and education, flavored tobacco ban enforcement, minor decoy, and shoulder tap operations.

### **COORDINATION**

The MOU and Resolutions have been reviewed and approved as to form by the City Attorney's Office. If approved, the Agreement will be forwarded to the California Department of Justice for final execution following signature by the Mayor. Reimbursement claims will be coordinated with the Financial Services Department.

### **FISCAL IMPACT**

The grant is fully funded by the California Department of Justice in the amount of \$43,872, and will be distributed to the City on a reimbursement basis. There is no requirement for local matching funds.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Reso - No. CC-2601-004 Accepting Tobacco Grant Program funds and Approving Memorandum of Understanding including Exhibit A Memorandum of Understanding
- Reso - No. CC-2601-005 Approving a FY 2025-26 Budget Modification to Appropriate \$43,872 in Tobacco Grant Program Award Funds
- Tobacco Grant Summary of Award

**RESOLUTION NO. CC-2601-004**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$43,872 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO GRANT PROGRAM, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF JUSTICE FOR THE TOBACCO GRANT PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Redondo Beach (“City”) is interested in participating in the Tobacco Grant Program (“Program”), which is made available through the California Healthcare Research and Prevention Tobacco Tax Act of 2016 (Proposition 56) and administered by the State of California Department of Justice (“CA-DOJ”) to support local efforts to reduce the illegal sale of tobacco products to minors in the City;

WHEREAS, following the City’s submittal of a proposal for the Program, the CA-DOJ offered to award the City \$43,872 for the four-year grant program beginning November 21, 2025 and ending June 30, 2029;

WHEREAS, the City Council has approved the receipt of past grant funding for similar police programs;

WHEREAS, the grant funds will be used by the City Police Department for overtime costs related to tobacco enforcement operations including enforcement of local flavor ban, investigations of illegal sales to minors, undercover buys, local retailer inspection operations, and grant administration;

WHEREAS, the CA-DOJ requires that the City Council adopt a resolution accepting the grant award funds and approving the grant award Memorandum of Understanding, and authorizing the Mayor to execute the agreement; and

WHEREAS, in order to be considered eligible to receive grant funding, the City must submit a completed grant award Memorandum of Understanding to the CA-DOJ.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City of Redondo Beach accepts the Tobacco Program grant award in the amount of \$43,872 for the four-year grant program beginning November 21, 2025 and ending June 30, 2029.

SECTION 2. That the City Council approves the Tobacco Grant Program Memorandum of Understanding, attached as Exhibit A, and hereby authorizes the Mayor to execute the agreement on behalf of the City.

SECTION 3. That grant funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joy A. Ford, City Attorney

\_\_\_\_\_  
Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) ss  
CITY OF REDONDO BEACH            )

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2601-004 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 20<sup>th</sup> day of January, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk

**EXHIBIT A**

**STATE OF CALIFORNIA DEPARTMENT OF JUSTICE  
OFFICE OF ATTORNEY GENERAL  
TOBACCO GRANT PROGRAM  
MEMORANDUM OF UNDERSTANDING**

See attached.



# Tobacco Grant Program Grant Services Branch – Local Assistance Division of Operations

City of Redondo Beach

DOJ-PROP56-2025-26-1-041

## MEMORANDUM OF UNDERSTANDING

### PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the City of Redondo Beach (“Grantee”), for the purpose of disbursing grant funds to Grantee for reimbursement of expenditures in compliance with the California Code of Regulations and the Fiscal Year 2025-26 Grantee Handbook.

Commencing January 1, 2023, the California Code of Regulations, Title 11, Division 1, Chapter 5: Department of Justice Tobacco Grant Program (“TGP Regulations”) shall govern the policies and procedures of the Tobacco Grant Program.

The TGP Regulations, Request for Proposals, Grantee Handbook (dated April 2025), and Summary of Award document are hereby incorporated by reference into this MOU. Grantee will expend funds for the purposes identified in the approved Summary of Award document. Reimbursements are to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by the voters as Proposition 56.

### COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee’s actual expenditures in performing the project or scope of work included in the approved Summary of Award document. Reimbursements for line items in the approved Budget Detail will be made upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the TGP Regulations and Grantee Handbook.

### BUDGET CONTINGENCY CLAUSE

It is mutually agreed, if the Budget Act of the current fiscal year and/or any subsequent years covered under the MOU does not appropriate sufficient funds, the MOU shall be of no further force and effect. In the event this situation occurs, DOJ shall have no liability to reimburse/pay any funds to Grantee, or to furnish any other considerations under this MOU. As well, Grantee shall not be obligated to continue performing the provisions of this MOU, for which the Grantee would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, DOJ shall have the option to either cancel this MOU with no liability occurring to DOJ or offer an addendum to the Grantee to reflect the reduced amount.

**PROJECT BREACH-TERMINATION**

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by DOJ as a breach of contract. If an act of noncompliance occurs, DOJ may take actions described within the TGP Regulations, including termination. DOJ may terminate this MOU and be relieved of any obligation to disburse grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

**MISCELLANEOUS PROVISIONS**

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Certifications – Grantee certifies that it does not receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products. Grantee further certifies that grant funds will not supplant existing state or local funds dedicated for the same purpose.

**TERMS**

Grant Duration: **11/21/2025 – 6/30/2029**

Category of Expenditure	Award Amount			
	Budget FY 2025-2026	Budget FY 2026-2027	Budget FY 2027-2028	Budget FY 2028-2029
Personnel Services	\$13,928	\$27,856	\$	\$
Operating Expenses and Equipment	\$0	\$0	\$	\$
Administrative Costs (Not to Exceed 5%)	\$696	\$1,392	\$	\$
<b>TOTAL AWARD AMOUNT</b>	<b>\$43,872</b>			

The time limit for reimbursements against this award ends 6/30/2029. Requests for reimbursement received after 7/15/2029 cannot be considered by DOJ.

**GRANTEE CONTACT INFORMATION**

Joshua Spry, Police Sergeant  
 City of Redondo Beach  
 Police Department  
 401 Diamond Street, Redondo Beach, CA 90277  
 310-697-3522  
[Joshua.Spry@redondo.org](mailto:Joshua.Spry@redondo.org)

**AUTHORIZATION**

DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to [TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov), care of the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

**GRANTEE AUTHORIZATIONS**

CITY OF REDONDO BEACH

\_\_\_\_\_  
**NAME: James A. Light**

\_\_\_\_\_  
Date

Title: Mayor

Agency: City of Redondo Beach

APPROVED AS TO FORM

\_\_\_\_\_  
**NAME: Joy A. Ford**

\_\_\_\_\_  
Date

Title: City Attorney

Agency: City of Redondo Beach

ATTEST

\_\_\_\_\_  
**NAME: Eleanor Manzano**

\_\_\_\_\_  
Date

Title: City Clerk

Agency: City of Redondo Beach

**DOJ AUTHORIZATIONS**

\_\_\_\_\_  
**DOJ GRANT MANAGER**

\_\_\_\_\_  
Date

Division of Operations

California Department of Justice

\_\_\_\_\_  
**DOJ FISCAL DIRECTOR**

\_\_\_\_\_  
Date

Division of Operations

California Department of Justice

\_\_\_\_\_  
**DOJ CHIEF OF OPERATIONS**

\_\_\_\_\_  
Date

Division of Operations

California Department of Justice

**RESOLUTION NO. CC-2601-005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE \$43,872 IN STATE OF CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM AWARD FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND**

WHEREAS, it is the intention of the City Council of the City of Redondo Beach (“City Council”) to review the adopted budget from time to time;

WHEREAS, the City of Redondo Beach (“City”) was awarded a grant from the State of California Department of Justice (“CA-DOJ”) for the Tobacco Grant Program in the amount of \$43,872;

WHEREAS, the Tobacco Grant Program award funds will be made available to the City for the period of November 21, 2025 through June 30, 2029;

WHEREAS, the City Council has approved the receipt and appropriation of past grant funding for similar police programs;

WHEREAS, the City Police Department shall use the monies for overtime costs related to operations for the enforcement of tobacco laws, as approved by the funding authority; and

WHEREAS, the City’s adopted budget shall be modified to accept these funds for the 2025-2026 fiscal year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the amounts allocated in the budget for Fiscal Year 2025-2026 and the amounts required to meet conditions which have arisen during the budget year, require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted in Fiscal Year 2025-2026 is modified as follows:

\$43,872 in grant funds awarded by the CA-DOJ for the Tobacco Grant Program shall be appropriated to the Intergovernmental Grants Fund.

SECTION 2. Pursuant to Section 11(f) of Article XI of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2025-2026 in accordance with the above modification.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joy A. Ford, City Attorney

\_\_\_\_\_  
Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss  
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2601-005 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 20<sup>th</sup> day of January, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk



# Tobacco Grant Program GRANT SERVICES BRANCH – LOCAL ASSISTANCE DIVISION OF OPERATIONS

## TOBACCO GRANT SUMMARY OF AWARD

### **DOJ-PROP56-2025-26-1-041**

### **REDONDO BEACH POLICE DEPARTMENT**

This Summary of Award document will be used by the Tobacco Grant Program when determining whether an activity or expense claimed was approved for funding and is reimbursable. Activities other than those presented here may not be reimbursable. A Grant Modification may be necessary for material deviations. Please consult with your Grant Program Officer *before* engaging in any activity beyond this scope or if you have questions about the scope of the activities and budget allowability.

***By signing the Memorandum of Understanding, your agency agrees to the commitments outlined below and this document becomes part of the Grant Agreement.***

### **AWARD SUMMARY**

**Award Amount: \$43,872**

**Requested Amount: \$43,872**

**Removed from Award: None**

**Reduced Line Items: None**

**Other Changes or Stipulations:**

### **IMPORTANT PROVISIONS FOR ALL GRANTEES**

#### **I. Enforcement Activities**

- a. **Authorized** - If enforcement activities were proposed, **only** activities that target retailers for illegal sales/marketing of tobacco products were approved. It is expected that the flavor ban will be enforced within one or more enforcement activities.
- b. **Unauthorized** - Community or school patrols, or other enforcement actions related to tobacco use and possession, are **not** permitted.

#### **II. Educational Activities**

- a. **Authorized** – Retailer and/or officer educational activities on tobacco laws and ordinances, if included, are authorized as noted below.
- b. **Unauthorized** – School or community education efforts, including media campaigns, are **not** permitted as part of this award. All educational efforts should be directed to retailers and/or officers.

#### **III. Removed Personnel or Other Items**

- a. If specific personnel or other items were removed and not funded, they cannot be reinstated during the grant term.

#### **IV. Reduced Line Items**

- a. If a specific line item was reduced, the intention was to not fully fund it or the activities it represents.

#### **V. Mileage/Fuel**

- a. Budgets that include mileage or fuel were amended to include both together in one line item for flexibility and the type of backup documentation available. Mileage is limited to the state rate in effect at the time of travel.

#### **VI. Equipment**

- a. All equipment items must be purchased during the first year of the project as noted on the Budget Detail. Their awarding is intended to support project goals and be used to support grant activities throughout the grant term.

***Please reference the Tobacco Grant Program Grantee Handbook for more information regarding allowable costs.***

## **GOALS AND ACTIVITIES**

### *Retail Inspections*

- Per year, **25** retailers will be inspected.
- Additional details regarding these inspections:
  - Retailers will be identified by problem areas and call for service, and citizen complaints regarding specific locations. Other inspections will be conducted on a randomized basis using the list of retail businesses within the city limits.

### *Minor Decoy Operations*

- Per year, **10** minor decoy operations will be conducted.
- Per year, **10** retailers will be targeted through these operations.
- Additional details regarding these operations:
  - Minor decoy operations will be conducted to determine what retail locations are selling tobacco products to minors. Once identified, these locations will have enforcement action taken and subsequent follow-up decoy operations to ensure compliance.

### *Shoulder Tap Operations*

- Per year, **5** shoulder tap operations will be conducted.
- Per year, **5** retailers will be targeted through these operations.
- Additional details regarding these operations:
  - Shoulder tap operations will be conducted to locate adults making purchases for minors. If any are identified, enforcement action will be taken.

### *Undercover Buys – Not Applicable*

#### *Retailer Education*

- Per year, **5** retailers will receive educational materials.
- Per year, **5** retailers will receive on-site education.
- Additional details regarding these retailer education activities:
  - Provide retailers education on laws and how to properly check ID's

#### *Enforcement Officer Education*

- Per year, **93** enforcement officers will receive education about tobacco laws and ordinances.
- Additional details regarding these officer education activities:
  - The plan for training and implementation of this program will be conducted at our Department-wide quarterly training, and potentially could reach nearly every Police Officer and Code Enforcement Officer at our agency.

#### *Prosecution*

- To support the goals of the California Department of Justice's Tobacco Grant Program, our office is committed to implementing a robust, data-driven strategy to prosecute violations of California tobacco control laws and local ordinances within Los Angeles County. Our plan emphasizes enforcement equity, public health impact, and community engagement, with a focus on reducing youth access to tobacco and strengthening retailer accountability. 1. Interagency Collaboration 2. Prosecutorial Oversight and Training 3. Tiered Enforcement and Prosecution Model 4. Youth Diversion and Education Programs 5. Community-Based Prosecution and Outreach 6. Evaluation, Tracking, and Reporting 7. Public Awareness and Retailer Deterrence This plan aligns with the California Tobacco Grant Program's objectives to reduce illegal sales of tobacco products, protect youth from tobacco access, and promote equitable enforcement practices throughout Los Angeles County.

### *Task Force – Not Applicable*

### *Other Activities – Not Applicable*

## **PARTNERING AGENCIES – NOT APPLICABLE**

***Please notify your Grant Program Officer of any proposed changes to partnering agencies, particularly if they are included within your budget.***



# Administrative Report

---

H.12., File # 26-0073

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** PATRICK BUTLER, FIRE CHIEF

## **TITLE**

APPROVE THE AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY AND PREVENTATIVE MAINTENANCE FOR NINE ZOLL X SERIES DEFIBRILLATORS/HEART MONITORS FOR AN AMOUNT NOT TO EXCEED \$39,528 AND THE TERM FEBRUARY 1, 2026 TO JANUARY 31, 2029

## **EXECUTIVE SUMMARY**

Approval of the agreement with Zoll Medical Corporation (Zoll) will allow the Fire Department to maintain continuous warranty and maintenance coverage for its inventory of nine Zoll X-Series defibrillators/heart monitors (heart monitors).

## **BACKGROUND**

The Redondo Beach Fire Department currently utilizes nine Zoll X-Series heart monitors. These heart monitors are a powerful tool deployed on each unit in the City fleet to enhance the Department's ability to provide acute paramedic service when required for calls.

The City purchased its first six Zoll heart monitors in 2014 and increased the Department's inventory to nine in 2017. On August 14, 2018, City Council approved an extended warranty and preventative maintenance agreement which brought all nine heart monitors under the same contract schedule.

If approved, the proposed Agreement would extend coverage until January 31, 2029, for a total not to exceed contract amount of \$39,528. The pricing is inclusive of a 10% multi-unit discount that Zoll has made available to the City. Extending the maintenance agreement is a cost-effective way to ensure inventory continuity, maintain full working condition of these critical pieces of equipment and to extend their useful life. It is recommended the City Council approve the Agreement.

## **COORDINATION**

This item was coordinated with the City Attorney's Office and the Financial Services Department.

## **FISCAL IMPACT**

Funding for the proposed agreement is available in the Fire Department's FY 2025-26 Operating Budget.

## **APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Zoll Medical Corporation



**EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT**

**Redondo Beach Fire Department (Customer # 102262)**

**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0022 Fax

**Attn:** Jon Reyes (310) 488-6490 / jon.reyes@redondo.org

**Bill To:** Redondo Beach Fire Department  
401 South Broadway Street  
Redondo Beach, CA 90277

**Ship To:** Redondo Beach Fire Department  
401 South Broadway Street  
Redondo Beach, CA 90277

**From:** Catherine Santos  
Service Contracts  
978-421-9760 / csantos@zoll.com

**QUOTATION:** 00046252  
Quote Date: November 12, 2025  
Quote Pricing: Valid for 60 Days

**PM Contact:** Issac Yang - 3103180663 398 4309 issac.yang@redondo.org

**X Series**

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89003-PP	<b>Professional Defibrillators/Monitors - Precision Service Plan - 3 Years</b> X Series - Precision Service Plan - 3 Years. Includes: Annual preventive maintenance, Repairs: Parts and labor per ZOLL Limited Product Warranty. Shipping and use of a Service Loaner upon request during device service, and no charge shipping.  Serial Number(s): AR14C007386,AR14C007412 AR14C007526,AR14I009975 AR14I009977,AR14I009949 AR17H025847,AR17H025877 AR18B030087	02/01/2026 to 01/31/2029	9	\$4,880.00	\$4,392.00	\$39,528.00

**TOTAL: \$39,528.00**

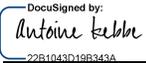
**COMMENTS:**

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 45 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.
4. 10% Multi-Unit Discount only applies when the Total Contract Value is invoiced in full and paid in Net 45 Days.

**TERMS & CONDITIONS:** The terms and conditions of this contract are set forth in the ExpertCare Service Plan Terms & Conditions attached below. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

SIGNATURES FOLLOW ON THE NEXT PAGE

**ZOLL Medical Corporation**

By:  \_\_\_\_\_  
DocuSigned by: Antoine Kebbe  
228104301989436

Date: 1/8/2026 | 9:57 AM PST

Name: **Antoine Kebbe**

Title: Vice President Global Service

**CITY OF REDONDO BEACH**

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

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

Name: James A. Light

Title: Mayor

**APPROVED AS TO FORM**

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

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

Name: Joy A. Ford

Title: City Attorney

**ATTEST**

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

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

Name: Eleanor Manzano

Title: City Clerk

**ZOLL Medical Corporation**  
**ExpertCare Service Plan Terms and Conditions**

The customer (“Customer”) listed on the purchase order (the “Order”) has agreed to purchase the ExpertCare Service Plan described on the Order (the “Service Plan”). Depending upon the Service Plan being purchased by the Customer, Extended Warranty and/or Preventive Maintenance services may be included. Only the provisions in these Terms and Conditions that relate to the particular Service Plan being purchased by Customer will apply to the Customer. The Customer will be invoiced the price of the Service Plan upon ZOLL’s receipt of a quote with an authorized signature from the Customer, the Order, or a credit card number.

**Extended Warranty Terms and Conditions.** The following provisions apply to purchases of Service Plans that include an Extended Warranty (“EW”) plan.

1. The EW expands the term of ZOLL’s standard warranty (“Factory Warranty”) with the services and/or number of years selected by the Customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the original Factory Warranty documentation. The EW does not apply to accessories.

2. The EW is not transferrable and cannot be cancelled. However, if the Customer replaces equipment covered by an EW with new ZOLL equipment (“New Equipment”) then, upon Customer’s request, the remaining time under the EW will be transferred to the New Equipment at the end of the New Equipment’s Factory Warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department (ServiceContractsAdmin@zoll.com) within 60 days of the date of shipment of the New Equipment. Failure to submit the EW transfer request will result in the forfeiture of the remaining EW.

3. If the Customer has a claim under an EW, Customer must call the ZOLL Help Desk to arrange for a Return Authorization in advance of sending the unit for evaluation by the ZOLL Service Depot.

4. All repairs are performed at a ZOLL Service Depot. If a unit needs to be repaired, upon the Customer’s request, a loaner will be provided free of charge pursuant to ZOLL’s Loaner Policy.

5. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.

**Preventive Maintenance Terms and Conditions.** The following provisions apply to purchases of Service Plans that include Preventive Maintenance (“PM”).

1. PM Service Plans are not transferrable and cannot be cancelled. However, if the Customer replaces equipment with New Equipment then, upon Customer’s request, the remaining time under the PM will be transferred to the New Equipment. All requests to transfer the remaining balance of PM must be submitted in writing to the ZOLL Service Contracts department (ServiceContractsAdmin@zoll.com) within 60 days of the date of shipment of new equipment. Failure to submit the PM transfer request will result in the forfeiture of the remaining PM and no monies will be refunded to the customer.

2. Any PM that remains unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the Customer. Any PMs that remain unused as of the end of the initial year of a multi-year PM contract will automatically roll over into the next year of the PM contract. Any PMs that remain unused as of the end of the second and subsequent years of the PM contract will be forfeited, and no monies will be refunded to the Customer.

3. It is the Customer’s responsibility to ensure (i) devices covered by the PM contract are available for Preventive Maintenance at the scheduled times; (ii) its devices are operated and stored in accordance with the user manuals for such equipment; and (iii) PM is performed annually to maintain superior performance.

4. If ZOLL determines during the course of performing PM that a repair is required, the device will not be certified. If the device is not covered under ZOLL warranty, the PM service is considered completed. ZOLL will request Customer authorization in order to repair the device. The Customer is responsible for all costs associated with repairing the device at ZOLL’s then-prevailing rates. Customer has 10 days after receipt of a quotation to approve or decline a repair. If the repair is approved by the Customer and completed within 90 days of the completed PM, ZOLL will waive the minimum service fee. In the event the Customer does not respond within such 10-day period or declines the repair, the device will be returned to Customer unrepaired, uncertified, and labeled as “Not for Clinical Use.”

**Accidental Damage Coverage.** The Service Plan purchased by Customer Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Cosmetic damage that does not affect the functionality of the device will not qualify for outer housing replacement.

**BATTERY REPLACEMENT PROGRAM**

1. Batteries must be maintained in accordance with ZOLL's battery maintenance program and instructions.
2. In the event that the Customer's battery and/or battery charger displays a fault during the term of the purchased Service Plan, ZOLL will, upon visual verification of the failure, replace the applicable battery with a new battery.
3. Battery failures must be evaluated and confirmed by ZOLL Technical Support or by a ZOLL on-site field service technician prior to replacement.
4. Only batteries identified as part of the Service Plan will be replaced.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> ZOLL Medical Corporation and Subsidiaries 269 Mill Road Chelmsford MA 01824-4105 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Tokio Marine America Insurance Company		10945
	INSURER B: Trans Pacific Ins Co		41238
	INSURER C: Mitsui Sumitomo Insurance USA Inc.		22551
	INSURER D: Allianz Global Risks US Insurance Co.		35300
	INSURER E: Sompo America Insurance Company		11126
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570113936409**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLL640976008	07/01/2025	07/01/2026	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA6409761-08	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			EXS5200217	07/01/2025	07/01/2026	EACH OCCURRENCE	\$7,000,000
							AGGREGATE	\$7,000,000
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	LWL30091690500	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570113936409

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Redondo Beach Fire Department Attn: Claudia Huizar 401 S. Broadway Redondo Beach CA 90277 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ZOLL Medical Corporation	
POLICY NUMBER See Certificate Number: 570113936409			
CARRIER See Certificate Number: 570113936409	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				USL03153825 \$3M xs \$7M	07/01/2025	07/01/2026	Aggregate	\$3,000,000
							Each Occurrence	\$3,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> Carrier.certrequest@Marsh.com	
CN101609659--PROUM-25-26      PU		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : Federal Insurance Company      20281	
<b>INSURED</b> ZOLL MEDICAL CORPORATION AND SUBSIDIARIES 269 MILL ROAD CHELMSFORD, MA 01824-4105		<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-011575486-08      **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Products Liability Retro Date 10/1/2004			36066155 Deductible - \$200,000	07/15/2025	07/15/2026	Prod/Comp Ops/Occ Prod/Comp Ops Agg	10,000,000 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Products Liability - claims made coverage.

<b>CERTIFICATE HOLDER</b> Redondo Beach Fire Department Attn: Claudia Huizar 401 S. Broadway Redondo Beach, CA 90277	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA LLC</i>
--	--

© 1988-2016 ACORD CORPORATION. All rights reserved.



# Administrative Report

---

H.13., File # 26-0059

Meeting Date: 1/20/2026

---

**To: MAYOR AND CITY COUNCIL**

**From: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES**

## **TITLE**

APPROVE A SIDE LETTER AGREEMENT AMENDING THE JULY 1, 2024 TO JUNE 30, 2028 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH FIREFIGHTERS' ASSOCIATION AMENDING ARTICLE XI AND ADDING SECTION 25, TITLED STRIKE TEAM DEPLOYMENTS

## **EXECUTIVE SUMMARY**

The City Council previously approved a Memorandum of Understanding (MOU) between the City of Redondo Beach and the Redondo Beach Firefighters' Association (RBFA) for the term July 1, 2024 through June 30, 2028. However, the existing RBFA MOU does not have a provision for how to address Strike Team Deployments, which occur when RBFA members are deployed to assist the State of California and other agencies in wildfire response. Recently, City staff and members of the RBFA met and conferred in good faith and came to an agreement to incorporate the attached side letter into the MOU, which addresses working conditions as they relate to strike team deployments.

## **BACKGROUND**

In recent years, Redondo Beach Firefighters have been called upon to assist on several regional and statewide strike teams to assist CalFire and other agencies with major incidents and wildfire response. These deployments often involve extended operational periods, long travel distances, and assignments in areas with limited infrastructure. As wildfire seasons lengthen and emergency responses become more complex, firefighters are often required to remain deployed for multiple days under austere conditions. Oftentimes, suitable housing is inconsistent or unavailable and firefighters have been required to sleep in temporary shelters or other inadequate accommodations for several consecutive days.

Without explicit provisions listed in the MOU, the adequacy of housing and rest periods can vary by incident, leading to inconsistent practices across deployments, as well as potential safety concerns. The attached side letter updates the RBFA MOU by providing for reimbursement for reasonable hotel accommodations at the federal General Services Administration (GSA) rate. Each room will house two personnel unless rooms with two beds are unavailable at the hotel.

In addition, in order to ensure adequate rest to members who are returning from a strike team assignment to their regular shift, if they have been deployed at least 120 hours (five 24-hour shifts), members shall be released from duty with pay for the remainder of their regular shift, or up to 12 hours if they return in the middle of two shifts. The purpose of this provision is to ensure that

members receive at least 12 hours of adequate rest after returning from deployment and before returning to their next regular shift. Both of these provisions are consistent across public agencies and are designed to increase firefighter safety, reduce injury risk, and support sustained and effective emergency response.

**COORDINATION**

The Human Resources Department coordinated the proposed side letter with the RBFA. The City Attorney's Office approved the agreement as to form.

**FISCAL IMPACT**

The fiscal impact of the strike team deployment provision is estimated to be \$3,000 per year, based on past experience.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Side Letter - Amending the July 1, 2024 to June 30, 2028 MOU with the RBFA

**SIDE LETTER AGREEMENT AMENDING  
THE JULY 1, 2024 TO JUNE 30, 2028  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE REDONDO BEACH FIREFIGHTER’S ASSOCIATION  
AND THE CITY OF REDONDO BEACH**

The Redondo Beach Firefighter’s Association (“RBFA”) and the City of Redondo Beach (“City”), having previously negotiated and executed a Memorandum of Understanding for the RBFA Bargaining Unit for the period July 1, 2024 to June 30, 2028 (“MOU”), do hereby agree and adopt this side letter agreement (“Side Letter Agreement”) amending the **MOU ARTICLE XI- by adding a new SECTION 25 – Strike Team Deployments** in the following specific particularities only.

**TERM OF SIDE LETTER AGREEMENT**

This Side Letter Agreement shall commence effective January 20, 2026 and after execution and adoption by both the RBFA and the City. The agreement shall continue in full force and effect unless and until it is amended by a written document executed by both parties.

**MOU ARTICLE XI, SECTION 25 – Strike Team Deployments**

During the Term of this Side Letter Agreement, **Section 25 Strike Team Deployments** shall be added to Article XI of the MOU and shall read as follows:

“The parties agree that proper reacclimating after a deployment is critical to the health and safety of personnel and the public. As a result, the parties have met and conferred in good faith and agree to the following terms and conditions of employment:

1. Returning from deployments:
  - a. Members who are released from a strike team or overhead assignment after being assigned for a minimum of 120 hours who arrive back in the City (to their assigned Fire station) during their regularly scheduled shift shall be released from duty with pay and without having to use any of their accumulated leave for the remainder of their twenty-four (24) hour shift that is occurring when they arrive.
  - b. If there is less than twelve (12) hours left in the shift when they arrive and they are scheduled to work on the next shift, these members shall have 12 hours off with pay prior to being required to return to duty. During the hours of that shift when they are entitled to be off with pay, their position on that shift will be covered by another member.
2. When deployed on a Strike Team or Overhead assignment and the incident does not provide hotel accommodations during rest periods, the City will pay/reimburse for reasonable hotel accommodations. Each room will house two (2) personnel unless rooms

with two beds are unavailable at the hotel. The room cost (excluding taxes and fees), shall not exceed the current General Services Administration (“GSA”) lodging rate. <https://www.gsa.gov/travel/plan-book/per-diem-rates>. If an employee has been issued a City purchasing card (i.e., a “Cal-card”) and has it available, they shall use it to pay for the room(s). Accommodations must be approved by the Strike Team Leader if part of a Strike Team. Fire Chief approval is required for accommodations exceeding GSA rates.”

### **INCORPORATION CLAUSE**

This **Side Letter Agreement** contains the entire agreement between the parties related to the addition of **MOU ARTICLE XI- SECTION 25- Strike Team Deployments** during the **Term**. There are no other, and neither the **RBFA** nor **City** have relied upon any, agreements, understandings, or representations related to the subject matter of this **Side Letter Agreement** not specifically set forth in writing herein. In the event of a conflict between any term or condition of this **Side Letter Agreement** and the **MOU**, this **Side Letter Agreement** shall control. This **Side Letter Agreement** may be amended only by a written document executed by both parties. No act or omission of a party shall be construed or implied to be a waiver of any term or condition of this **Side Letter Agreement**.

### **SAVINGS CLAUSE**

The terms of this **Side Letter Agreement** have been reached by the parties after negotiations and fulfillment of all legally required meet and confer obligations. In the event of any dispute as to the meaning of any term or condition of this **Side Letter Agreement**, the parties shall meet in good faith to resolve such dispute. If any such dispute is not resolved within a reasonable period of time, the exclusive resolution of such dispute shall be consistent with the mediation process described in Article X the **MOU**. The parties agree that in the event any term or condition of this **Side Letter Agreement** violates (now or in the future) any applicable state or federal law, the City Manager shall have the power to reform this **Side Letter Agreement**, but only to the extent so that it is fully compliant with such state or federal law; provided, however, the City Manager shall not have any power to reform, declare, order or award that the **MOU** shall supersede or control any term or condition this **Side Letter Agreement**.

### **NO OTHER AMENDMENT OR MODIFICATION**

Except as specifically provided herein, no other term or condition of the **MOU** is modified or amended by this **Side Letter Agreement**.

**FOR THE CITY OF  
REDONDO BEACH**

**FOR THE REDONDO BEACH  
FIREFIGHTERS' ASSOCIATION**

\_\_\_\_\_  
James A. Light, Mayor

\_\_\_\_\_  
Kenneth Campos, President

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joy A. Ford, City Attorney



# Administrative Report

---

H.14., File # 26-0075

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL

**From:** JOY A. FORD, CITY ATTORNEY  
STEPHANIE JOHNSON, QUALITY OF LIFE PROSECUTOR

## **TITLE**

APPROVE LEASES AND ADDENDUMS FOR FIVE (5) SINGLE ROOM OCCUPANCY UNITS TO SERVE AS BRIDGE HOUSING FOR PEOPLE EXPERIENCING HOMELESSNESS FROM THE BEACH CITIES FOR THE AMOUNT NOT TO EXCEED \$27,321.25 FOR THE TERM OF FEBRUARY 1, 2026 THROUGH JUNE 30, 2026 LOCATED AT 126 WEST D STREET, WILMINGTON, CALIFORNIA 90744 BETWEEN THE CITY OF REDONDO BEACH AND SWAMI INTERNATIONAL

APPROVE AMENDMENT FOR THIRTEEN (13) LEASES, A LEASE SWAP FOR UNIT 17 TO UNIT 23 ALONG WITH A MUTUAL RESCISSION AND RELEASE AGREEMENT FOR UNIT 17

## **EXECUTIVE SUMMARY**

As part of the Enhanced Response to Homelessness Program, the City leases eighteen (18) Single Room Occupancy (SRO) units from Swami International (Swami) in a city within Service Planning Area (SPA) 8. These SROs serve as bridge housing to give people experiencing homelessness a safe place to stay while working on the steps to obtain permanent housing. Thirteen (13) of the eighteen (18) leases were renewed on October 14, 2025 (Units 3, 6, 8, 9, 13, 15, 16, 17, 20, 22, 26, 27, 28). The remaining five (5) units are up for renewal on January 31, 2026 (Units 4, 10, 14, 21, 24). On October 7, 2025, City Council approved a Memorandum of Understanding (MOU) with the South Bay Cities Council of Governments (SBCCOG) to accept \$339,150 in Measure A Local Solution Funds for Homeless Court, SROs and motel stays. Exhibit 4 of the MOU delineates a proposed budget for the Redondo Beach SRO/Motel beds not to exceed \$239,150. Measure A Local Solution Funds will cover all eighteen (18) leases through June 30, 2026. Staff recommends that the Mayor and City Council approve the new leases for the five (5) units that are set to expire on January 31, 2026.

## **BACKGROUND**

On December 15, 2020, City Council approved five (5) leases with Swami for five units at 126 West D Street in Wilmington. The units are single occupancy rooms with a shared laundry space, kitchen and bathrooms. Since then, the City has used these SROs as bridge housing to help people experiencing homelessness get off the streets while searching for permanent housing. Like the Pallet Shelter, bridge housing has proven to help expedite the process of obtaining permanent housing for people experiencing homelessness. Bridge housing brings stabilization to people experiencing

homelessness and helps them acclimate to a more structured lifestyle that will allow them to take the necessary steps towards permanent housing. For example, they no longer have to stay up at night to protect themselves and their property and can make the necessary appointments during daytime hours. In addition, staying at bridge housing makes it easier for housing navigators to locate their clients, and housing navigators no longer have to spend hours driving around to find them. Redondo Beach has a 52% success rate of exits to permanent housing from these SROs, which is higher than the 17% of exits from shelter to permanent housing in all of SPA 8 and Los Angeles County.

The SBCCOG has secured Measure A Local Solution Funds for up to eighteen (18) SRO units totaling \$239,150 and the City entered into an agreement to accept this funding on October 7, 2025. This funding will support all eighteen (18) units through June 30, 2026. The lease term for these five (5) units will commence February 1, 2026 and terminate on June 30, 2026. Monthly rent is \$1,078.35 per unit with insurance costs at \$14.50 monthly per unit. This totals \$27,321.25 for the five-month lease term. Further, Swami has requested to replace Unit 17 with Unit 23. The lease for Unit 23 will apply retroactively to October 18, 2025 and terminate on June 30, 2026. The mutual rescission and release is necessary to limit the City's liability for Unit 17. The Amendment No. 1 for the thirteen (13) units is added to make all eighteen (18) units consistent.

As a reminder, the City will be jointly and severally liable for any damages or injuries caused by any of the tenants who reside in any of the units being rented. Normally, the City would not take on liability for third parties. However, we would not be able to get housing in another city without doing so. Service providers such as Exodus and Harbor Interfaith enter into these agreements when placing someone in hotels or other temporary housing and pay for damages, if any should occur. These incidents are rare because they carefully choose who is placed in such collaborative housing or hotels. The City would depend on our Housing Navigators to carefully select lower-risk individuals to occupy the SRO units. In addition, the City is paying renter's insurance, as outlined above, for each unit and will cover a \$100,000 policy of Liability to Landlord Insurance. This cost is covered by Measure A funding.

Staff recommends that the Mayor and Council approve the new leases for five (5) SRO units for the term of February 1, 2026 through June 30, 2026. The City will need to assess whether renewal of all eighteen (18) SRO units is viable and necessary before the June 30, 2026 lease expiration date based on Measure A funding renewals and the expansion of the Pallet Shelter.

**COORDINATION**

The City Attorney's Office coordinated with the SBCCOG and Swami International in preparing this report.

**FISCAL IMPACT**

The new monthly rental rate for the five (5) units set to expire on January 31, 2026 will be \$1,078.35 with a monthly charge of \$14.50 for renter's insurance. The costs for these five (5) units will be funded through Measure A Local Solution Funds received from the SBCCOG.

Submitted by:

*Joy A. Ford, City Attorney*

**ATTACHMENTS**

- Lease Agreements and Addendums with Swami International for Units 4, 10, 14, 21, 24
- Mutual Rescission and Release Agreement for Unit 17
- Lease Agreement and Addendums with Swami International for Unit 23
- Amendment for Units 3, 6, 8, 9, 13, 15, 16, 20, 22, 23, 26, 27, 28



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form RLMM, Revised 12/24)

Date 02/01/2026, City of Redondo Beach (Tenant) and Sunshine 11, LP. Rental Property Owner (RPO), Authorized Broker or Agent, or Property Manager (Housing Provider), agree as follows (Agreement):

1. PROPERTY:

- A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 04, Wilmington, CA 90744 (Premises).
B. The Premises are for the sole use as a personal residence by the following named person(s) only: City of Redondo Beach designated individuals on a temporary basis.
C. The following personal property, maintained pursuant to paragraph 11, is included:
D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 02/01/2026 (Commencement Date). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) 06/30/2026 at 11:59 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$1,078.35 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or ) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by personal check, money order, cashier's check, made payable to Sunshine 11, LP. or wire/electronic payment to or other Online Payments. Payment via electronic apps such as PayPal or Venmo will not (will) be accepted.
(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).
(3) If any payment is returned for non-sufficient funds (NSF) or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$950.00 as a security deposit. (The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)
B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.
C. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.

Tenant's Initials / Housing Providers Initials



- D. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
  - E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
  - F. No interest will be paid on security deposit unless required by local law.
  - G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by  personal check,  money order,  cashier's check, or  wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from <u>02/01/2026</u> to <u>02/28/2026</u> (date)	<b>\$1,078.35</b>		<b>\$1,078.35</b>		
Security Deposit	<b>\$950.00</b>	<b>\$950.00</b>			
Other _____					
Other _____					
<b>Total</b>	<b>\$2,028.35</b>	<b>\$950.00</b>	<b>\$1,078.35</b>		

6. **LATE CHARGE; RETURNED CHECKS:**
- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or 3) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ \_\_\_\_\_ or **6.000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
  - B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**
- A. Parking is permitted as follows: \_\_\_\_\_
- The right to parking  is  is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

- OR  B. Parking is not permitted on the real property of which the Premises is a part.
8. **STORAGE: (Check A or B)**
- A. Storage is permitted as follows: \_\_\_\_\_
- The right to separate storage space  is,  is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.
9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_
- except **Water, Trash, Electrical & Gas**, which shall be paid for by Housing Provider, or  as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
- A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
  - B. **Gas Meter:** The Premises does not have a separate gas meter.
  - C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within 3 (or ) days after Delivery.
C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within 3 (or ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
D. Other:

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated.
B. Housing Provider Tenant HOA shall water the garden, landscaping, trees and shrubs, except:
C. Housing Provider Tenant HOA shall maintain the garden, landscaping, trees and shrubs, except:
D. Housing Provider Tenant shall maintain Common areas to be kept clean & clear of any bulky/stored items at all times
E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to paragraphs 11B, 11C, and 11D.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. PERIODIC PEST CONTROL: Housing Provider Tenant shall pay for periodic pest control by the following service provider: This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: \$ per
H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them:
I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed:

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. (If applicable, check one)

- (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within days or
OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.



16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is ...
B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities.
C. (Check one) (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within ... days or ... OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Housing Provider's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive) prior to the Commencement Date, or 2/01/2026):

Table with 2 columns: Key/Device description and checkbox. Row 1: 1 key(s) to Premises, remote control device(s) for garage door/gate opener(s). Row 2: key(s) to mailbox. Row 3: 1 key(s) to common area(s).

- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons").
B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

- A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent.
B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.
C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials / Housing Providers Initials /



**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or \_\_\_\_\_) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2)  Tenant is already in possession of the Premises.

B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) \_\_\_\_\_

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:**

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

C.  Tenant shall obtain liability insurance, in an amount not less than **\$100,000.00** for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: (i) as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and (ii) as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: Sunshine 11, LP.  
2030 W. Rosecrans Ave  
Gardena, CA 90249

Tenant: \_\_\_\_\_  
Redondo Beach City Attorney's Office  
Attn: Stephanie E. Johnson  
415 Diamond Street, Redondo Beach, CA 90277



- 33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 34. **REPRESENTATION**
  - A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
  - B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
- 35. **MEDIATION:**
  - A. Consistent with paragraphs 35B and 35C below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
  - B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
  - C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
- 36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$500.00), except as provided in paragraph 35A.
- 37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 38. **DISCLOSURES:**
  - A.  **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
  - B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
  - C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
  - D.  **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
  - E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
  - F.  **OTHER MATERIAL FACTS:** \_\_\_\_\_
  - G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
- 39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
- 40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_



**41. AGENCY:**

- A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
**Housing Provider's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Housing Provider; or  both the Tenant and Housing Provider (Dual Agent).  
**Housing Provider's Agent** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Housing Provider's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).  
**Tenant's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Tenant; or  both the Tenant and Housing Provider (Dual Agent).  
**Tenant's Agent** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Tenant's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).
- B. DISCLOSURE:**  (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.
- C. TERMINATION OF AGENCY RELATIONSHIP:**  
 (1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.  
 (2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply):  Tenant occupancy,  Delivering to Tenant keys or other means of entering the Premises,  Tenant walkthrough,  Completion of Move In Inspection (C.A.R. Form MII).

**42. BROKER COMPENSATION:**

- A. EXISTING WRITTEN AGREEMENTS:** Upon execution of this Agreement:  
 (1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).  
 (2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).
- B.  OWNER AGREEMENT TO PAY TENANT'S BROKER:** In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:  
 (1) **Fixed term lease:** (i) \_\_\_\_\_ percent of the total rent payments due under the term specified in **paragraph 2B**; or (ii)  \$ \_\_\_\_\_; or (iii)  \_\_\_\_\_;  
 (2) **For month-to-month rental:** (i) \_\_\_\_\_ percent of \_\_\_\_\_; or (ii)  \$ \_\_\_\_\_ or (iii)  \_\_\_\_\_;  
 (3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;  
 (4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and  
 (5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.
- C.  PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS:** RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see <b>paragraph 49</b> )		

- 43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.
- 44. RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.
- 45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS:** Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.
- 46. OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:  
 Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);  Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Parking and Storage Disclosure (C.A.R. Form PSD);  Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD);  Rent Cap and Just Cause Addendum (C.A.R. Form RCJC);  Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);  
 Other Documents/Addenda: **House Rules & Regulations, Addendum #1**  
 Other Terms: \_\_\_\_\_



**47. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50 or 51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**48.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

**49.** The Premises is being managed by Owner, (or, if checked):

Housing Provider's Brokerage Firm in Real Estate Brokerage section  Tenant's Brokerage Firm in Real Estate Brokers section  
 Property Management firm immediately below

Real Estate Broker (Property Manager) Swami International DRE Lic # 01938053  
(Agent) \_\_\_\_\_ DRE Lic # \_\_\_\_\_  
Address 2030 W. Rosecrans Ave, Gardena, CA 90249 Telephone # (310)769-6669

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**50. Tenant agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_ .

**B. TENANT SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: City of Redondo Beach

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address 126 W. D Street Unit 04 City Wilmington State CA Zip 90744

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_



**51. Housing Provider (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

- (1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

- (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
- (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

- (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
- (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_

**B. HOUSING PROVIDER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: **Sunshine 11, LP.**

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address **2030 W Rosecrans Ave** City **Gardena** State **CA** Zip **90249**

Telephone **(310)769-6669** Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_

**REAL ESTATE BROKERS:**

- A.** Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.
- B.** Agency relationships are confirmed in **paragraph 41**.
- C. BROKER COMPENSATION:** Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Housing Provider's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





# BED BUG DISCLOSURE

California Civil Code §1954.603  
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property known as 126 W. D Street Unit 04, Wilmington, CA 90744

in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

### INFORMATION ABOUT BED BUGS:

- Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation:**
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - Very heavily infested areas may have a characteristically sweet odor.
  - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
- Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
- Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

**R E S C** Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



**BBD REVISED 6/23 (PAGE 1 OF 1)**

### BED BUG DISCLOSURE (BBD PAGE 1 OF 1)



# TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_, dated 02/01/2026, on property known as 126 W. D Street Unit 04, Wilmington, CA 90744, in which City of Redondo Beach is referred to as ("Tenant") and Sunshine 11, LP. is referred to as ("Housing Provider").

### INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR  The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



TFHD Revised 6/23 (PAGE 1 OF 1)

### TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



# RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)  
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 02/01/2026 on property known as 126 W. D Street Unit 04, Wilmington, CA 90744 in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

## I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

**California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.**

## II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS\*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

**Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

## III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS\*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

## IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

## V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
  - A. Default in payment of rent.
  - B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.



- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

**2. "No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

**3. Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

**\*NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

**The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.**

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
**REAL ESTATE BUSINESS SERVICES, LLC.**  
 a subsidiary of the **CALIFORNIA ASSOCIATION OF REALTORS®**  
 525 South Virgil Avenue, Los Angeles, California 90020





# OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 04 (Unit/Apartment) \_\_\_\_\_ (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), between \_\_\_\_\_ City of Redondo Beach ("Tenant") and \_\_\_\_\_ Sunshine 11, LP. ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

## 1. TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:

- A. Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
- B. Housing Provider shall comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
  - (1) If the Premises is located in a rental property that contains 16 or more residential units; OR
  - (2) If the Premises is located in a rental property that contains 15 or fewer residential units and BOTH of the following apply:
    - (i) Housing Provider owns more than one residential rental property, regardless of the number of units; AND
    - (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
- C. Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

**Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.

Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.

3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.

4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.

5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies)  TransUnion,  Equifax,  Experian,  Other: \_\_\_\_\_,  Other: \_\_\_\_\_.

6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and

A. Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: \_\_\_\_\_;

OR B.  This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.

7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and

A. Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: \_\_\_\_\_;

OR B.  Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: \_\_\_\_\_;

8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

© 2025, California Association of REALTORS®, Inc.

TRPR REVISED 6/25 (PAGE 1 OF 2)



## OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING (TRPR PAGE 1 OF 2)

Swami International, 2030 W. Rosecrans Ave Gardena CA 90249  
Swami International

Phone: 3107696669 Fax: \_\_\_\_\_  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

City of Redondo

- 9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING:** If Tenant opts-in to positive rental information reporting:
- A.** Tenant shall pay Housing Provider a monthly service fee of \$ \_\_\_\_\_ (not to exceed \$10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.
- OR B.**  No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR  by first-class mail OR  by email.

Housing Provider (Signature): \_\_\_\_\_ *Sunshine 11, LP.* Date: \_\_\_\_\_  
 Housing Provider (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

**10. OPT-IN to positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

**11. OPT-OUT of positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®



# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Landlords/Housing Providers
  - Sublessors
  - Real estate licensees
  - Real estate brokerage firms
  - Property managers
  - Mobilehome parks
  - Homeowners Associations ("HOAs");
  - Banks and Mortgage lenders
  - Insurance companies
  - Government housing services
  - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
  - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
  - (ii) Charging that person higher rent or increased security deposit, or
  - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

**10. EXAMPLES OF POSITIVE PRACTICES:**

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

**11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
- B. State: <https://calcivilrights.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

**12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

**Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.**

Buyer/Tenant \_\_\_\_\_ *City of Redondo Beach* Date \_\_\_\_\_  
 Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ *Sunshine 11, LP.* Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.





# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

## Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

## Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.



## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*

For more information, visit CDPH website ([www.cdph.ca.gov/Pages/contact\\_us.aspx](http://www.cdph.ca.gov/Pages/contact_us.aspx))





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For  
Pre-1978 Housing Sales, Leases, or Rentals**  
(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Other: \_\_\_\_\_, dated 02/01/2026, on property known as: 126 W. D Street Unit 04, Wilmington, CA 90744 ("Property") in which City of Redondo Beach is referred to as Buyer or Tenant and Sunshine 11, LP. is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

**LEAD WARNING STATEMENT (SALE OR PURCHASE):** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL):** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:**

- A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: \_\_\_\_\_  
\_\_\_\_\_
- C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."  
For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Seller or Housing Provider Sunshine 11, LP. Date \_\_\_\_\_  
Seller or Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

**2. LISTING AGENT'S ACKNOWLEDGMENT:**

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
 Agent (Broker representing Seller or Housing Provider)      By \_\_\_\_\_  
 (Please print)      Associate-Licensee or Broker Signature      Date

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:**

- A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
- (2) (if initialed) \_\_\_\_\_ / \_\_\_\_\_ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
- B. I have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."
- C. **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**
- D. **For Sales Transactions Only:** Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
 Buyer or Tenant      Date      Buyer or Tenant      Date  
*City of Redondo Beach*

**4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:**

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
 Agent (Broker obtaining the Offer)      By \_\_\_\_\_  
 (Please print)      Associate-Licensee or Broker Signature      Date

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR [ ] Residential Lease After Sale, [ ] Other [ ] ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 04 (Unit/Apartment) (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider"

- 1. MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: A. Maintain the Premises free of dirt, debris and moisture that can harbor mold; B. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold; C. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible; D. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises; E. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans; F. Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes"; G. Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities; H. Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises; I. Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and J. Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum. 2. (If checked, [ ] the Premises was previously treated for elevated levels of mold that were detected.) 3. [X] MOLD AND DAMPNES: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) City of Redondo Beach Date
Tenant (Signature) Date
Housing Provider (Signature) Sunshine 11, LP. Date
Housing Provider (Signature) Date

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020



LRM REVISED 6/23 (PAGE 1 OF 1)

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

# HOUSE RULES AND REGULATIONS

## A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

## B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct of Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

## C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

## D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.





ADDENDUM No. One
(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other \_\_\_\_\_, dated February 1, 2026, on property known as 126 W. D Street Unit 04, Wilmington, CA 90744 ("Property/Premises"), between City of Redondo Beach ("Buyer/Tenant") and Sunshine 11, LP. ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
• To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a \$100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at \$10.50 plus a \$4.00 admin fee (subject to change).

Multiple horizontal lines for additional notes or terms.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant \_\_\_\_\_ City of Redondo Beach Date \_\_\_\_\_
Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Sunshine 11, LP. Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

ADM REVISED 6/25 (PAGE 1 OF 1)



ADDENDUM (ADM PAGE 1 OF 1)



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form RLMM, Revised 12/24)

Date 02/01/2026, City of Redondo Beach (Tenant) and Sunshine 11, LP. Rental Property Owner (RPO), Authorized Broker or Agent, or Property Manager (Housing Provider), agree as follows (Agreement):

1. PROPERTY:

- A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 10, Wilmington, CA 90744 (Premises).
B. The Premises are for the sole use as a personal residence by the following named person(s) only: City of Redondo Beach designated individuals on a temporary basis.
C. The following personal property, maintained pursuant to paragraph 11, is included:
D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 02/01/2026 (Commencement Date). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) 06/30/2026 at 11:59 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$1,078.35 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or ) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by personal check, money order, cashier's check, made payable to Sunshine 11, LP. or wire/electronic payment to or other Online Payments. Payment via electronic apps such as PayPal or Venmo will not (will) be accepted.
(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).
(3) If any payment is returned for non-sufficient funds (NSF) or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$950.00 as a security deposit. (The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)
B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.
C. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.

Tenant's Initials / Housing Providers Initials



- D. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
  - E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
  - F. No interest will be paid on security deposit unless required by local law.
  - G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by  personal check,  money order,  cashier's check, or  wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from <u>02/01/2026</u> to <u>02/28/2026</u> (date)	<b>\$1,078.35</b>		<b>\$1,078.35</b>		
Security Deposit	<b>\$950.00</b>	<b>\$950.00</b>			
Other _____					
Other _____					
<b>Total</b>	<b>\$2,028.35</b>	<b>\$950.00</b>	<b>\$1,078.35</b>		

6. **LATE CHARGE; RETURNED CHECKS:**
- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or 3) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ \_\_\_\_\_ or **6.000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
  - B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**
- A. Parking is permitted as follows: \_\_\_\_\_
- The right to parking  is  is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

- OR  B. Parking is not permitted on the real property of which the Premises is a part.
8. **STORAGE: (Check A or B)**
- A. Storage is permitted as follows: \_\_\_\_\_
- The right to separate storage space  is,  is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.
9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_
- except **Water, Trash, Electrical & Gas**, which shall be paid for by Housing Provider, or  as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
- A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
  - B. **Gas Meter:** The Premises does not have a separate gas meter.
  - C. **Electric Meter:** The Premises does not have a separate electrical meter.



**10. CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

**(Check all that apply:)**

- A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
- B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII)  within **3 days** after execution of this Agreement;  prior to the Commencement Date;  within **3 days** after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within **3 (or \_\_\_\_\_) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
- C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or \_\_\_\_\_) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D. Other: \_\_\_\_\_

**11. MAINTENANCE USE AND REPORTING:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Housing Provider  Tenant  HOA shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Housing Provider  Tenant  HOA shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Housing Provider  Tenant shall maintain **Common areas to be kept clean & clear of any bulky/stored items at all times**.
- E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C, and 11D**.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. **PERIODIC PEST CONTROL:**  Housing Provider  Tenant shall pay for periodic pest control by the following service provider: \_\_\_\_\_. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: \$ \_\_\_\_\_ per \_\_\_\_\_.
- H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: \_\_\_\_\_
- I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
- J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. ANIMALS:** Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent,  except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

**14. SMOKING:**

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises.  Smoking of the following substances only is allowed: \_\_\_\_\_

**15. RULES/REGULATIONS:**

- A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. **(If applicable, check one)**

(1) Housing Provider shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_.

OR  (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.



16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is ...
B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities.
C. (Check one) (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within ... days or ... OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Housing Provider's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive) prior to the Commencement Date, or 2/01/2026):

Table with 2 columns: Key/Device description and checkbox. Row 1: 1 key(s) to Premises, remote control device(s) for garage door/gate opener(s). Row 2: key(s) to mailbox. Row 3: 1 key(s) to common area(s).

- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons").
B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

- A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent.
B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.
C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials / Housing Providers Initials /



**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or \_\_\_\_\_) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2)  Tenant is already in possession of the Premises.

B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) \_\_\_\_\_

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:**

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

C.  Tenant shall obtain liability insurance, in an amount not less than **\$100,000.00** for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: (i) as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and (ii) as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: Sunshine 11, LP.  
2030 W. Rosecrans Ave  
Gardena, CA 90249

Tenant: \_\_\_\_\_  
Redondo Beach City Attorney's Office  
Attn: Stephanie E. Johnson  
415 Diamond Street, Redondo Beach, CA 90277



- 33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 34. **REPRESENTATION**
  - A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
  - B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
- 35. **MEDIATION:**
  - A. Consistent with paragraphs 35B and 35C below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
  - B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
  - C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
- 36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$500.00), except as provided in paragraph 35A.
- 37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 38. **DISCLOSURES:**
  - A.  **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
  - B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
  - C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
  - D.  **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
  - E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
  - F.  **OTHER MATERIAL FACTS:** \_\_\_\_\_
  - G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
- 39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
- 40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_



**41. AGENCY:**

**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

**Housing Provider's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Housing Provider; or  both the Tenant and Housing Provider (Dual Agent).  
**Housing Provider's Agent** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Housing Provider's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).  
**Tenant's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Tenant; or  both the Tenant and Housing Provider (Dual Agent).  
**Tenant's Agent** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Tenant's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).

**B. DISCLOSURE:**  (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

**C. TERMINATION OF AGENCY RELATIONSHIP:**

(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.  
 (2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply):  Tenant occupancy,  Delivering to Tenant keys or other means of entering the Premises,  Tenant walkthrough,  Completion of Move In Inspection (C.A.R. Form MII).

**42. BROKER COMPENSATION:**

**A. EXISTING WRITTEN AGREEMENTS:** Upon execution of this Agreement:

(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).  
 (2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

**B.  OWNER AGREEMENT TO PAY TENANT'S BROKER:** In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:

(1) **Fixed term lease:** (i) \_\_\_\_\_ percent of the total rent payments due under the term specified in **paragraph 2B**; or (ii)  \$ \_\_\_\_\_; or (iii)  \_\_\_\_\_;  
 (2) **For month-to-month rental:** (i) \_\_\_\_\_ percent of \_\_\_\_\_; or (ii)  \$ \_\_\_\_\_ or (iii)  \_\_\_\_\_;  
 (3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;  
 (4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and  
 (5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

**C.  PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS:** RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see <b>paragraph 49</b> )		

**43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

**44. RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

**45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS:** Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

**46. OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);  Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Parking and Storage Disclosure (C.A.R. Form PSD);  Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD);  Rent Cap and Just Cause Addendum (C.A.R. Form RCJC);  Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);  
 Other Documents/Addenda: **House Rules & Regulations, Addendum #1**  
 Other Terms: \_\_\_\_\_



**47. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50 or 51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**48.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

**49.** The Premises is being managed by Owner, (or, if checked):

Housing Provider's Brokerage Firm in Real Estate Brokerage section  Tenant's Brokerage Firm in Real Estate Brokers section  
 Property Management firm immediately below

Real Estate Broker (Property Manager) Swami International DRE Lic # 01938053  
(Agent) \_\_\_\_\_ DRE Lic # \_\_\_\_\_  
Address 2030 W. Rosecrans Ave, Gardena, CA 90249 Telephone # (310)769-6669

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**50. Tenant agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_ .

**B. TENANT SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: City of Redondo Beach

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address 126 W. D Street Unit 10 City Wilmington State CA Zip 90744

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_



**51. Housing Provider (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

- (1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

- (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
- (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

- (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
- (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_

**B. HOUSING PROVIDER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: **Sunshine 11, LP.**

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address **2030 W Rosecrans Ave** City **Gardena** State **CA** Zip **90249**

Telephone **(310)769-6669** Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_

**REAL ESTATE BROKERS:**

**A.** Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

**B.** Agency relationships are confirmed in **paragraph 41**.

**C. BROKER COMPENSATION:** Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Housing Provider's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





# BED BUG DISCLOSURE

California Civil Code §1954.603  
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property known as 126 W. D Street Unit 10, Wilmington, CA 90744

in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

### INFORMATION ABOUT BED BUGS:

- 1. Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- 2. Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- 3. Bed bugs can survive for months without feeding.**
- 4. Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- 5. Common signs and symptoms of a possible bed bug infestation:**
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - Very heavily infested areas may have a characteristically sweet odor.
  - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- 6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.**
- 7. Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
- 8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.**

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

**R E S C** Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



**BBD REVISED 6/23 (PAGE 1 OF 1)**

### BED BUG DISCLOSURE (BBD PAGE 1 OF 1)



# TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_, dated 02/01/2026, on property known as 126 W. D Street Unit 10, Wilmington, CA 90744, in which City of Redondo Beach is referred to as ("Tenant") and Sunshine 11, LP. is referred to as ("Housing Provider").

### INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR  The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



TFHD Revised 6/23 (PAGE 1 OF 1)

### TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



# RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.) (C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 02/01/2026 on property known as 126 W. D Street Unit 10, Wilmington, CA 90744 in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

## I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

**California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.**

## II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS\*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

**Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

## III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS\*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

## IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

## V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
  - A. Default in payment of rent.
  - B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.



- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

**2. "No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

**3. Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

**\*NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

**The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.**

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
**REAL ESTATE BUSINESS SERVICES, LLC.**  
*a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®*  
 525 South Virgil Avenue, Los Angeles, California 90020





# OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 10 (Unit/Apartment) \_\_\_\_\_ (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), between \_\_\_\_\_ (City of Redondo Beach) ("Tenant") and \_\_\_\_\_ (Sunshine 11, LP.) ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

## 1. TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:

- A. Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
- B. Housing Provider shall comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
  - (1) If the Premises is located in a rental property that contains 16 or more residential units; OR
  - (2) If the Premises is located in a rental property that contains 15 or fewer residential units and BOTH of the following apply:
    - (i) Housing Provider owns more than one residential rental property, regardless of the number of units; AND
    - (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
- C. Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

**Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.  
 Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

- 2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
- 3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
- 4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
- 5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies)  TransUnion,  Equifax,  Experian,  Other: \_\_\_\_\_,  Other: \_\_\_\_\_.
- 6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
- 7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: \_\_\_\_\_;
- 8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

© 2025, California Association of REALTORS®, Inc.

TRPR REVISED 6/25 (PAGE 1 OF 2)



## OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING (TRPR PAGE 1 OF 2)

- 9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING:** If Tenant opts-in to positive rental information reporting:
- A. Tenant shall pay Housing Provider a monthly service fee of \$\_\_\_\_\_ (not to exceed \$10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.
  - OR B.  No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR  by first-class mail OR  by email.

Housing Provider (Signature): \_\_\_\_\_ *Sunshine 11, LP.* Date: \_\_\_\_\_  
 Housing Provider (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

**10. OPT-IN to positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

**11. OPT-OUT of positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®



# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Landlords/Housing Providers
  - Sublessors
  - Real estate licensees
  - Real estate brokerage firms
  - Property managers
  - Mobilehome parks
  - Homeowners Associations ("HOAs");
  - Banks and Mortgage lenders
  - Insurance companies
  - Government housing services
  - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
  - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
  - (ii) Charging that person higher rent or increased security deposit, or
  - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

**10. EXAMPLES OF POSITIVE PRACTICES:**

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

**11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
- B. State: <https://calcivilrights.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

**12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

**Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.**

Buyer/Tenant \_\_\_\_\_ *City of Redondo Beach* Date \_\_\_\_\_  
 Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ *Sunshine 11, LP.* Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.





# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

## Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

## Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.



## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*

For more information, visit CDPH website ([www.cdph.ca.gov/Pages/contact\\_us.aspx](http://www.cdph.ca.gov/Pages/contact_us.aspx))





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For  
Pre-1978 Housing Sales, Leases, or Rentals**  
(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Other: \_\_\_\_\_, dated 02/01/2026, on property known as: 126 W. D Street Unit 10, Wilmington, CA 90744 ("Property") in which City of Redondo Beach is referred to as Buyer or Tenant and Sunshine 11, LP. is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

**LEAD WARNING STATEMENT (SALE OR PURCHASE):** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL):** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:**

- A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: \_\_\_\_\_  
\_\_\_\_\_
- C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."  
For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Seller or Housing Provider Sunshine 11, LP. Date \_\_\_\_\_  
Seller or Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

**2. LISTING AGENT'S ACKNOWLEDGMENT:**

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker representing Seller or Housing Provider)  
(Please print)

By \_\_\_\_\_  
Associate-Licensee or Broker Signature

\_\_\_\_\_  
Date

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:**

- A.** (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above  
(2) (if initialed) \_\_\_\_\_ / \_\_\_\_\_ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
- B.** I have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."
- C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**
- D. For Sales Transactions Only:** Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Buyer or Tenant  
*City of Redondo Beach*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer or Tenant

\_\_\_\_\_  
Date

**4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:**

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker obtaining the Offer)  
(Please print)

By \_\_\_\_\_  
Associate-Licensee or Broker Signature

\_\_\_\_\_  
Date

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

LPD REVISED 12/24 (PAGE 2 OF 2)

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 2 OF 2)**

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com) City of Redondo





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR [ ] Residential Lease After Sale, [ ] Other [ ] ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 10 (Unit/Apartment) (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider"

- 1. MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: A. Maintain the Premises free of dirt, debris and moisture that can harbor mold; B. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold; C. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible; D. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises; E. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans; F. Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes"; G. Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities; H. Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises; I. Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and J. Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum. 2. (If checked, [ ] the Premises was previously treated for elevated levels of mold that were detected.) 3. [X] MOLD AND DAMPNES: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) City of Redondo Beach Date
Tenant (Signature) Date
Housing Provider (Signature) Sunshine 11, LP. Date
Housing Provider (Signature) Date

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020



LRM REVISED 6/23 (PAGE 1 OF 1)

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

# HOUSE RULES AND REGULATIONS

## A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

## B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct of Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

## C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

## D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items, are left in the halls, stairways, or about the building unattended.

**E. MAINTENANCE, REPAIRS AND ALTERATIONS**

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord, and not directly to maintenance personnel.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

**F. VEHICLES AND PARKING**

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the expense of the vehicle's owner.
2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.
4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate

Resident	Date	Resident	Date
Resident	Date	Resident	Date



ADDENDUM No. One
(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other \_\_\_\_\_, dated February 1, 2026, on property known as 126 W. D Street Unit 10, Wilmington, CA 90744 ("Property/Premises"), between City of Redondo Beach ("Buyer/Tenant") and Sunshine 11, LP. ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
• To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a \$100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at \$10.50 plus a \$4.00 admin fee (subject to change).

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant \_\_\_\_\_ City of Redondo Beach Date \_\_\_\_\_
Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Sunshine 11, LP. Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

ADM REVISED 6/25 (PAGE 1 OF 1)



ADDENDUM (ADM PAGE 1 OF 1)



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form RLMM, Revised 12/24)

Date 02/01/2026, City of Redondo Beach ("Tenant") and Sunshine 11, LP. Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

- A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 14, Wilmington, CA 90744 ("Premises").
B. The Premises are for the sole use as a personal residence by the following named person(s) only: City of Redondo Beach designated individuals on a temporary basis.
C. The following personal property, maintained pursuant to paragraph 11, is included:
D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 02/01/2026 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) 06/30/2026 at 11:59 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$1,078.35 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or ) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by personal check, money order, cashier's check, made payable to Sunshine 11, LP. or wire/electronic payment to or other Online Payments. Payment via electronic apps such as PayPal or Venmo will not (will) be accepted.
(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).
(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$750.00 as a security deposit. (The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)
B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.
C. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.

Tenant's Initials / Housing Providers Initials



- D. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
  - E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
  - F. No interest will be paid on security deposit unless required by local law.
  - G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by  personal check,  money order,  cashier's check, or  wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from <u>02/01/2026</u> to <u>02/28/2026</u> (date)	\$1,078.35		\$1,078.35		
Security Deposit	\$750.00	\$750.00			
Other _____					
Other _____					
<b>Total</b>	<b>\$1,828.35</b>	<b>\$750.00</b>	<b>\$1,078.35</b>		

6. **LATE CHARGE; RETURNED CHECKS:**
- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or 3) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ \_\_\_\_\_ or **6.000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
  - B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**
- A. Parking is permitted as follows: \_\_\_\_\_
- The right to parking  is  is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR  B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**
- A. Storage is permitted as follows: \_\_\_\_\_
- The right to separate storage space  is,  is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_
- except Water, Trash, Electrical & Gas, which shall be paid for by Housing Provider, or  as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
- A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
  - B. **Gas Meter:** The Premises does not have a separate gas meter.
  - C. **Electric Meter:** The Premises does not have a separate electrical meter.



10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within 3 (or ) days after Delivery.
C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within 3 (or ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
D. Other:

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated.
B. Housing Provider Tenant HOA shall water the garden, landscaping, trees and shrubs, except:
C. Housing Provider Tenant HOA shall maintain the garden, landscaping, trees and shrubs, except:
D. Housing Provider Tenant shall maintain Common areas to be kept clean & clear of any bulky/stored items at all times
E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to paragraphs 11B, 11C, and 11D.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. PERIODIC PEST CONTROL: Housing Provider Tenant shall pay for periodic pest control by the following service provider: This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: \$ per
H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them:
I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed:

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. (If applicable, check one)

- (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within days or
OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.



16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is ...
B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities.
C. (Check one) (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within ... days or ... OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Housing Provider's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive) prior to the Commencement Date, or 2/01/2026):

Table with 2 columns: Key/Device description and checkbox. Row 1: [X] 1 key(s) to Premises, [ ] remote control device(s) for garage door/gate opener(s). Row 2: [ ] key(s) to mailbox, [ ]. Row 3: [X] 1 key(s) to common area(s), [ ].

- B. Tenant acknowledges that locks to the Premises have, [X] have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons").
B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

- A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent.
B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.
C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials / Housing Providers Initials /



**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or \_\_\_\_\_) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2)  Tenant is already in possession of the Premises.

B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) \_\_\_\_\_

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:**

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

C.  Tenant shall obtain liability insurance, in an amount not less than **\$100,000.00** for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: (i) as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and (ii) as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: Sunshine 11, LP.  
2030 W. Rosecrans Ave  
Gardena, CA 90249

Tenant: \_\_\_\_\_  
Redondo Beach City Attorney's Office  
Attn: Stephanie E. Johnson  
415 Diamond Street, Redondo Beach, CA 90277



- 33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 34. **REPRESENTATION**
  - A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
  - B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
- 35. **MEDIATION:**
  - A. Consistent with paragraphs 35B and 35C below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
  - B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
  - C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
- 36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$500.00), except as provided in paragraph 35A.
- 37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 38. **DISCLOSURES:**
  - A.  **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
  - B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
  - C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
  - D.  **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
  - E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
  - F.  **OTHER MATERIAL FACTS:** \_\_\_\_\_
  - G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
- 39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
- 40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_



**41. AGENCY:**

- A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
**Housing Provider's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Housing Provider; or  both the Tenant and Housing Provider (Dual Agent).  
**Housing Provider's Agent** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Housing Provider's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).  
**Tenant's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Tenant; or  both the Tenant and Housing Provider (Dual Agent).  
**Tenant's Agent** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Tenant's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).
- B. DISCLOSURE:**  (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.
- C. TERMINATION OF AGENCY RELATIONSHIP:**  
 (1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.  
 (2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply):  Tenant occupancy,  Delivering to Tenant keys or other means of entering the Premises,  Tenant walkthrough,  Completion of Move In Inspection (C.A.R. Form MII).

**42. BROKER COMPENSATION:**

- A. EXISTING WRITTEN AGREEMENTS:** Upon execution of this Agreement:  
 (1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).  
 (2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).
- B.  OWNER AGREEMENT TO PAY TENANT'S BROKER:** In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:  
 (1) **Fixed term lease:** (i) \_\_\_\_\_ percent of the total rent payments due under the term specified in **paragraph 2B**; or (ii)  \$ \_\_\_\_\_; or (iii)  \_\_\_\_\_;  
 (2) **For month-to-month rental:** (i) \_\_\_\_\_ percent of \_\_\_\_\_; or (ii)  \$ \_\_\_\_\_ or (iii)  \_\_\_\_\_;  
 (3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;  
 (4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and  
 (5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.
- C.  PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS:** RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2) and 42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see <b>paragraph 49</b> )		

- 43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.
- 44. RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.
- 45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS:** Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.
- 46. OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:  
 Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);  Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Parking and Storage Disclosure (C.A.R. Form PSD);  Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD);  Rent Cap and Just Cause Addendum (C.A.R. Form RCJC);  Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);  
 Other Documents/Addenda: **House Rules & Regulations, Addendum #1**  
 Other Terms: \_\_\_\_\_



**47. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50 or 51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**48.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

**49.** The Premises is being managed by Owner, (or, if checked):

Housing Provider's Brokerage Firm in Real Estate Brokerage section  Tenant's Brokerage Firm in Real Estate Brokers section  
 Property Management firm immediately below

Real Estate Broker (Property Manager) Swami International DRE Lic # 01938053  
(Agent) \_\_\_\_\_ DRE Lic # \_\_\_\_\_  
Address 2030 W. Rosecrans Ave, Gardena, CA 90249 Telephone # (310)769-6669

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**50. Tenant agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_ .

**B. TENANT SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: City of Redondo Beach

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address 126 W. D Street Unit 14 City Wilmington State CA Zip 90744

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_



**51. Housing Provider (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

- (1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

- (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
- (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

- (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
- (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_

**B. HOUSING PROVIDER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: **Sunshine 11, LP.**

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address **2030 W Rosecrans Ave** City **Gardena** State **CA** Zip **90249**

Telephone **(310)769-6669** Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_

**REAL ESTATE BROKERS:**

**A.** Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

**B.** Agency relationships are confirmed in **paragraph 41**.

**C. BROKER COMPENSATION:** Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Housing Provider's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.





# BED BUG DISCLOSURE

California Civil Code §1954.603  
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property known as 126 W. D Street Unit 14, Wilmington, CA 90744

in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

### INFORMATION ABOUT BED BUGS:

- Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation:**
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - Very heavily infested areas may have a characteristically sweet odor.
  - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
- Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
- Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

**R E B S C** Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



**BBD REVISED 6/23 (PAGE 1 OF 1)**

### BED BUG DISCLOSURE (BBD PAGE 1 OF 1)



# TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_, dated 02/01/2026, on property known as 126 W. D Street Unit 14, Wilmington, CA 90744, in which City of Redondo Beach is referred to as ("Tenant") and Sunshine 11, LP. is referred to as ("Housing Provider").

### INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR  The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



TFHD Revised 6/23 (PAGE 1 OF 1)

### TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



# RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)  
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 02/01/2026 on property known as 126 W. D Street Unit 14, Wilmington, CA 90744 in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

## I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

**California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.**

## II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS\*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

**Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

## III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS\*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

## IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

## V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
  - A. Default in payment of rent.
  - B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.



- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

**2. "No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

**3. Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

**\*NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

**The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.**

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
**REAL ESTATE BUSINESS SERVICES, LLC.**  
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
 525 South Virgil Avenue, Los Angeles, California 90020





# OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 14 (Unit/Apartment) \_\_\_\_\_ (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), between \_\_\_\_\_ (City of Redondo Beach) ("Tenant") and \_\_\_\_\_ (Sunshine 11, LP.) ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

## 1. TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:

- A. Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
- B. Housing Provider shall comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
  - (1) If the Premises is located in a rental property that contains 16 or more residential units; OR
  - (2) If the Premises is located in a rental property that contains 15 or fewer residential units and BOTH of the following apply:
    - (i) Housing Provider owns more than one residential rental property, regardless of the number of units; AND
    - (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
- C. Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

**Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.  
 Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

- 2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
- 3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
- 4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
- 5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies)  TransUnion,  Equifax,  Experian,  Other: \_\_\_\_\_,  Other: \_\_\_\_\_.
- 6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
- 7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: \_\_\_\_\_;
- 8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

© 2025, California Association of REALTORS®, Inc.

TRPR REVISED 6/25 (PAGE 1 OF 2)



## OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING (TRPR PAGE 1 OF 2)

9. **SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING:** If Tenant opts-in to positive rental information reporting:
- A. Tenant shall pay Housing Provider a monthly service fee of \$\_\_\_\_\_ (not to exceed \$10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.
  - OR B.  No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR  by first-class mail OR  by email.

Housing Provider (Signature): \_\_\_\_\_ *Sunshine 11, LP.* Date: \_\_\_\_\_  
 Housing Provider (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

**10. OPT-IN to positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

**11. OPT-OUT of positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®



# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Landlords/Housing Providers
  - Sublessors
  - Real estate licensees
  - Real estate brokerage firms
  - Property managers
  - Mobilehome parks
  - Homeowners Associations ("HOAs");
  - Banks and Mortgage lenders
  - Insurance companies
  - Government housing services
  - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
  - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
  - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
  - H. Denying a home loan or homeowner's insurance;
  - I. Offering inferior terms, conditions, privileges, facilities or services;
  - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
  - K. Harassing a person;
  - L. Taking an adverse action based on protected characteristics;
  - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
  - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
    - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
    - (ii) Charging that person higher rent or increased security deposit, or
    - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
  - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
  - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
  - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
  - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
  - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
  - B. State: <https://calcivilrights.ca.gov/housing/>
  - C. Local: local Fair Housing Council office (non-profit, free service)
  - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
  - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
  - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
  - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
  - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
  - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
  - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
  - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

**Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.**

Buyer/Tenant \_\_\_\_\_ *City of Redondo Beach* Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Housing Provider \_\_\_\_\_ *Sunshine 11, LP.* Date \_\_\_\_\_

Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

## Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

## Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.



## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*

For more information, visit CDPH website ([www.cdph.ca.gov/Pages/contact\\_us.aspx](http://www.cdph.ca.gov/Pages/contact_us.aspx))





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For  
Pre-1978 Housing Sales, Leases, or Rentals**  
(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Other: \_\_\_\_\_, dated 02/01/2026, on property known as: 126 W. D Street Unit 14, Wilmington, CA 90744 ("Property") in which City of Redondo Beach is referred to as Buyer or Tenant and Sunshine 11, LP. is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

**LEAD WARNING STATEMENT (SALE OR PURCHASE):** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL):** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:**

- A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: \_\_\_\_\_  
\_\_\_\_\_
- C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."  
For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Seller or Housing Provider Sunshine 11, LP. Date \_\_\_\_\_  
Seller or Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

**2. LISTING AGENT'S ACKNOWLEDGMENT:**

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
 Agent (Broker representing Seller or Housing Provider)      By \_\_\_\_\_  
 (Please print)      Associate-Licensee or Broker Signature      Date

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:**

- A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
- (2) (if initialed) \_\_\_\_\_ / \_\_\_\_\_ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
- B. I have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."
- C. **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**
- D. **For Sales Transactions Only:** Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
 Buyer or Tenant      Date      Buyer or Tenant      Date  
*City of Redondo Beach*

**4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:**

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
 Agent (Broker obtaining the Offer)      By \_\_\_\_\_  
 (Please print)      Associate-Licensee or Broker Signature      Date

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR [ ] Residential Lease After Sale, [ ] Other [ ] ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 14 (Unit/Apartment) (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider"

- 1. MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: A. Maintain the Premises free of dirt, debris and moisture that can harbor mold; B. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold; C. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible; D. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises; E. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans; F. Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes"; G. Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities; H. Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises; I. Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and J. Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum. 2. (If checked, [ ] the Premises was previously treated for elevated levels of mold that were detected.) 3. [X] MOLD AND DAMPNES: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) City of Redondo Beach Date
Tenant (Signature) Date
Housing Provider (Signature) Sunshine 11, LP. Date
Housing Provider (Signature) Date

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020



LRM REVISED 6/23 (PAGE 1 OF 1)

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

# HOUSE RULES AND REGULATIONS

## A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

## B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct of Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

## C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

## D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items, are left in the halls, stairways, or about the building unattended.

**E. MAINTENANCE, REPAIRS AND ALTERATIONS**

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord, and not directly to maintenance personnel.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

**F. VEHICLES AND PARKING**

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the expense of the vehicle's owner.
2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.
4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate

Resident	Date	Resident	Date
----------	------	----------	------

Resident	Date	Resident	Date
----------	------	----------	------



ADDENDUM No. One
(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other \_\_\_\_\_, dated February 1, 2026, on property known as 126 W. D Street Unit 14, Wilmington, CA 90744 ("Property/Premises"), between City of Redondo Beach ("Buyer/Tenant") and Sunshine 11, LP. ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
• To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a \$100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at \$10.50 plus a \$4.00 admin fee (subject to change).

Multiple horizontal lines for additional notes or terms.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant \_\_\_\_\_ City of Redondo Beach Date \_\_\_\_\_
Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Sunshine 11, LP. Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

ADM REVISED 6/25 (PAGE 1 OF 1)



ADDENDUM (ADM PAGE 1 OF 1)



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form RLMM, Revised 12/24)

Date 02/01/2026, City of Redondo Beach (Tenant) and Sunshine 11, LP. Rental Property Owner (RPO), Authorized Broker or Agent, or Property Manager (Housing Provider), agree as follows (Agreement):

1. PROPERTY:

- A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 21, Wilmington, CA 90744 (Premises).
B. The Premises are for the sole use as a personal residence by the following named person(s) only: City of Redondo Beach designated individuals on a temporary basis.
C. The following personal property, maintained pursuant to paragraph 11, is included:
D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 02/01/2026 (Commencement Date). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) 06/30/2026 at 11:59 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$1,078.35 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or ) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by personal check, money order, cashier's check, made payable to Sunshine 11, LP. or wire/electronic payment to or other Online Payments. Payment via electronic apps such as PayPal or Venmo will not (will) be accepted.
(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).
(3) If any payment is returned for non-sufficient funds (NSF) or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$1,000.00 as a security deposit. (The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)
B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.
C. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.

Tenant's Initials / Housing Providers Initials



- D. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
  - E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
  - F. No interest will be paid on security deposit unless required by local law.
  - G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by  personal check,  money order,  cashier's check, or  wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from <u>02/01/2026</u> to <u>02/28/2026</u> (date)	<b>\$1,078.35</b>		<b>\$1,078.35</b>		
Security Deposit	<b>\$1,000.00</b>	<b>\$1,000.00</b>			
Other _____					
Other _____					
<b>Total</b>	<b>\$2,078.35</b>	<b>\$1,000.00</b>	<b>\$1,078.35</b>		

6. **LATE CHARGE; RETURNED CHECKS:**
- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or 3) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ \_\_\_\_\_ or **6.000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
  - B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**
- A. Parking is permitted as follows: \_\_\_\_\_
- The right to parking  is  is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

- OR  B. Parking is not permitted on the real property of which the Premises is a part.
8. **STORAGE: (Check A or B)**
- A. Storage is permitted as follows: \_\_\_\_\_
- The right to separate storage space  is,  is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.
9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_
- except **Water, Trash, Electrical & Gas**, which shall be paid for by Housing Provider, or  as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
- A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
  - B. **Gas Meter:** The Premises does not have a separate gas meter.
  - C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within 3 (or ) days after Delivery.
C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within 3 (or ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
D. Other:

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated.
B. Housing Provider Tenant HOA shall water the garden, landscaping, trees and shrubs, except:
C. Housing Provider Tenant HOA shall maintain the garden, landscaping, trees and shrubs, except:
D. Housing Provider Tenant shall maintain Common areas to be kept clean & clear of any bulky/stored items at all times
E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to paragraphs 11B, 11C, and 11D.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. PERIODIC PEST CONTROL: Housing Provider Tenant shall pay for periodic pest control by the following service provider: This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: \$ per
H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them:
I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed:

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. (If applicable, check one)

- (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within days or
OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.



16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is
B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities.
C. (Check one)
(1) Housing Provider shall provide Tenant with a copy of the HOA Rules within days or
OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Housing Provider's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or 2/01/2026):

Table with 2 columns: Key/Device description and checkbox. Row 1: 1 key(s) to Premises, remote control device(s) for garage door/gate opener(s). Row 2: key(s) to mailbox. Row 3: 1 key(s) to common area(s).

- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons").
B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:
(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.
(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
(4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

- A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent.
B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.
C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials / Housing Providers Initials /



**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or \_\_\_\_\_) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2)  Tenant is already in possession of the Premises.

B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) \_\_\_\_\_

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:**

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

C.  Tenant shall obtain liability insurance, in an amount not less than **\$100,000.00** for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: (i) as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and (ii) as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: Sunshine 11, LP.  
2030 W. Rosecrans Ave  
Gardena, CA 90249

Tenant: \_\_\_\_\_  
Redondo Beach City Attorney's Office  
Attn: Stephanie E. Johnson  
415 Diamond Street, Redondo Beach, CA 90277



- 33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 34. **REPRESENTATION**
  - A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
  - B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
- 35. **MEDIATION:**
  - A. Consistent with paragraphs 35B and 35C below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
  - B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
  - C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
- 36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$500.00), except as provided in paragraph 35A.
- 37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 38. **DISCLOSURES:**
  - A.  **MOLD AND DAMPNES:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
  - B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
  - C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
  - D.  **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
  - E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
  - F.  **OTHER MATERIAL FACTS:** \_\_\_\_\_
  - G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
- 39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
- 40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_



**41. AGENCY:**

**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

**Housing Provider's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_

Is the broker of (check one):  the Housing Provider; or  both the Tenant and Housing Provider (Dual Agent).

Housing Provider's Agent \_\_\_\_\_ License Number \_\_\_\_\_

Is (check one):  the Housing Provider's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).

**Tenant's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_

Is the broker of (check one):  the Tenant; or  both the Tenant and Housing Provider (Dual Agent).

Tenant's Agent \_\_\_\_\_ License Number \_\_\_\_\_

Is (check one):  the Tenant's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).

**B. DISCLOSURE:**  (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

**C. TERMINATION OF AGENCY RELATIONSHIP:**

(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.

(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply):  Tenant occupancy,  Delivering to Tenant keys or other means of entering the Premises,  Tenant walkthrough,  Completion of Move In Inspection (C.A.R. Form MII).

**42. BROKER COMPENSATION:**

**A. EXISTING WRITTEN AGREEMENTS:** Upon execution of this Agreement:

(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).

(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

**B.  OWNER AGREEMENT TO PAY TENANT'S BROKER:** In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:

(1) **Fixed term lease:** (i) \_\_\_\_\_ percent of the total rent payments due under the term specified in **paragraph 2B**; or (ii)  \$ \_\_\_\_\_; or (iii)  \_\_\_\_\_;

(2) **For month-to-month rental:** (i) \_\_\_\_\_ percent of \_\_\_\_\_; or (ii)  \$ \_\_\_\_\_ or (iii)  \_\_\_\_\_;

(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;

(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and

(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

**C.  PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS:** RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see <b>paragraph 49</b> )		

**43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

**44. RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

**45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS:** Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

**46. OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);  Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Parking and Storage Disclosure (C.A.R. Form PSD);  Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD);  Rent Cap and Just Cause Addendum (C.A.R. Form RCJC);  Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);

Other Documents/Addenda: **House Rules & Regulations, Addendum #1**

Other Terms: \_\_\_\_\_



**47. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50 or 51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**48.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

**49.** The Premises is being managed by Owner, (or, if checked):

Housing Provider's Brokerage Firm in Real Estate Brokerage section  Tenant's Brokerage Firm in Real Estate Brokers section  
 Property Management firm immediately below

Real Estate Broker (Property Manager) Swami International DRE Lic # 01938053  
(Agent) \_\_\_\_\_ DRE Lic # \_\_\_\_\_  
Address 2030 W. Rosecrans Ave, Gardena, CA 90249 Telephone # (310)769-6669

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**50. Tenant agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_ .

**B. TENANT SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: City of Redondo Beach

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address 126 W. D Street Unit 21 City Wilmington State CA Zip 90744

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_



**51. Housing Provider (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

- (1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

- (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
- (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

- (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
- (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_

**B. HOUSING PROVIDER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: **Sunshine 11, LP.**

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address **2030 W Rosecrans Ave** City **Gardena** State **CA** Zip **90249**

Telephone **(310)769-6669** Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_

**REAL ESTATE BROKERS:**

**A.** Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

**B.** Agency relationships are confirmed in **paragraph 41**.

**C. BROKER COMPENSATION:** Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Housing Provider's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





# BED BUG DISCLOSURE

California Civil Code §1954.603  
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property known as 126 W. D Street Unit 21, Wilmington, CA 90744

in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

### INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - Very heavily infested areas may have a characteristically sweet odor.
  - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

**R** Published and Distributed by:  
**E** REAL ESTATE BUSINESS SERVICES, LLC.  
**L** a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
**B** 525 South Virgil Avenue, Los Angeles, California 90020  
**S**



**BBD REVISED 6/23 (PAGE 1 OF 1)**

### BED BUG DISCLOSURE (BBD PAGE 1 OF 1)



# TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_, dated 02/01/2026, on property known as 126 W. D Street Unit 21, Wilmington, CA 90744, in which City of Redondo Beach is referred to as ("Tenant") and Sunshine 11, LP. is referred to as ("Housing Provider").

### INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR  The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) City of Redondo Beach Date \_\_\_\_\_

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) Sunshine 11, LP. Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



TFHD Revised 6/23 (PAGE 1 OF 1)

### TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



# RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)  
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 02/01/2026 on property known as 126 W. D Street Unit 21, Wilmington, CA 90744 in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

## I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

**California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.**

## II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS\*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

**Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

## III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS\*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

## IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

## V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
  - A. Default in payment of rent.
  - B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.



- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

**2. "No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

**3. Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

**\*NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

**The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.**

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
**REAL ESTATE BUSINESS SERVICES, LLC.**  
*a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®*  
 525 South Virgil Avenue, Los Angeles, California 90020





# OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 21 (Unit/Apartment) \_\_\_\_\_ (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), between \_\_\_\_\_ (City of Redondo Beach) ("Tenant") and \_\_\_\_\_ (Sunshine 11, LP.) ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

## 1. TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:

- A. Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
- B. Housing Provider shall comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
  - (1) If the Premises is located in a rental property that contains 16 or more residential units; OR
  - (2) If the Premises is located in a rental property that contains 15 or fewer residential units and BOTH of the following apply:
    - (i) Housing Provider owns more than one residential rental property, regardless of the number of units; AND
    - (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
- C. Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

**Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.  
 Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

- 2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
- 3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
- 4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
- 5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies)  TransUnion,  Equifax,  Experian,  Other: \_\_\_\_\_,  Other: \_\_\_\_\_.
- 6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
- 7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: \_\_\_\_\_;
- 8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

© 2025, California Association of REALTORS®, Inc.

TRPR REVISED 6/25 (PAGE 1 OF 2)



## OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING (TRPR PAGE 1 OF 2)

- 9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING:** If Tenant opts-in to positive rental information reporting:
- A. Tenant shall pay Housing Provider a monthly service fee of \$\_\_\_\_\_ (not to exceed \$10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.
  - OR B.  No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR  by first-class mail OR  by email.

Housing Provider (Signature): \_\_\_\_\_ *Sunshine 11, LP.* Date: \_\_\_\_\_  
 Housing Provider (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

**10. OPT-IN to positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

**11. OPT-OUT of positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®



# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Real estate licensees
  - Mobilehome parks
  - Insurance companies
  - Landlords/Housing Providers
  - Real estate brokerage firms
  - Homeowners Associations ("HOAs");
  - Government housing services
  - Sublessors
  - Property managers
  - Banks and Mortgage lenders
  - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
  - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
  - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
  - H. Denying a home loan or homeowner's insurance;
  - I. Offering inferior terms, conditions, privileges, facilities or services;
  - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
  - K. Harassing a person;
  - L. Taking an adverse action based on protected characteristics;
  - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
  - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
    - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
    - (ii) Charging that person higher rent or increased security deposit, or
    - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
  - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
  - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
  - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
  - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
  - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
  - B. State: <https://calcivilrights.ca.gov/housing/>
  - C. Local: local Fair Housing Council office (non-profit, free service)
  - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
  - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
  - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
  - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
  - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
  - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
  - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
  - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

**Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.**

Buyer/Tenant \_\_\_\_\_ *City of Redondo Beach* Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Housing Provider \_\_\_\_\_ *Sunshine 11, LP.* Date \_\_\_\_\_

Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.





# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

## Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

## Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.



## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*

For more information, visit CDPH website ([www.cdph.ca.gov/Pages/contact\\_us.aspx](http://www.cdph.ca.gov/Pages/contact_us.aspx))





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For  
Pre-1978 Housing Sales, Leases, or Rentals**  
(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Other: \_\_\_\_\_, dated 02/01/2026, on property known as: 126 W. D Street Unit 21, Wilmington, CA 90744 ("Property") in which City of Redondo Beach is referred to as Buyer or Tenant and Sunshine 11, LP. is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

**LEAD WARNING STATEMENT (SALE OR PURCHASE):** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL):** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:**

- A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: \_\_\_\_\_
- B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: \_\_\_\_\_
- C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."  
For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Seller or Housing Provider Sunshine 11, LP. Date \_\_\_\_\_  
Seller or Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

**2. LISTING AGENT'S ACKNOWLEDGMENT:**

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker representing Seller or Housing Provider)      By \_\_\_\_\_  
(Please print)      Associate-Licensee or Broker Signature      Date

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:**

- A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
- (2) (if initialed) \_\_\_\_\_ / \_\_\_\_\_ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
- B. I have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."
- C. **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**
- D. **For Sales Transactions Only:** Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Buyer or Tenant      Date      Buyer or Tenant      Date  
*City of Redondo Beach*

**4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:**

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker obtaining the Offer)      By \_\_\_\_\_  
(Please print)      Associate-Licensee or Broker Signature      Date

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR [ ] Residential Lease After Sale, [ ] Other [ ] ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 21 (Unit/Apartment) (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider"

- 1. MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: A. Maintain the Premises free of dirt, debris and moisture that can harbor mold; B. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold; C. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible; D. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises; E. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans; F. Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes"; G. Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities; H. Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises; I. Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and J. Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum. 2. (If checked, [ ] the Premises was previously treated for elevated levels of mold that were detected.) 3. [X] MOLD AND DAMPNES: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) City of Redondo Beach Date
Tenant (Signature) Date
Housing Provider (Signature) Sunshine 11, LP. Date
Housing Provider (Signature) Date

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020



LRM REVISED 6/23 (PAGE 1 OF 1)

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

# HOUSE RULES AND REGULATIONS

## A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

## B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct of Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

## C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

## D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items, are left in the halls, stairways, or about the building unattended.

**E. MAINTENANCE, REPAIRS AND ALTERATIONS**

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord, and not directly to maintenance personnel.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

**F. VEHICLES AND PARKING**

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the expense of the vehicle's owner.
2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.
4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate

Resident	Date	Resident	Date
----------	------	----------	------

Resident	Date	Resident	Date
----------	------	----------	------



ADDENDUM No. One
(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other \_\_\_\_\_, dated February 1, 2026, on property known as 126 W. D Street Unit 21, Wilmington, CA 90744 ("Property/Premises"), between City of Redondo Beach ("Buyer/Tenant") and Sunshine 11, LP. ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
• To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a \$100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at \$10.50 plus a \$4.00 admin fee (subject to change).

Multiple horizontal lines for additional notes or terms.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant \_\_\_\_\_ City of Redondo Beach Date \_\_\_\_\_
Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Sunshine 11, LP. Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

ADM REVISED 6/25 (PAGE 1 OF 1)



ADDENDUM (ADM PAGE 1 OF 1)



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form RLMM, Revised 12/24)

Date 02/01/2026, City of Redondo Beach (Tenant) and Sunshine 11, LP. Rental Property Owner (RPO), Authorized Broker or Agent, or Property Manager (Housing Provider), agree as follows (Agreement):

1. PROPERTY:

- A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 24, Wilmington, CA 90744 (Premises).
B. The Premises are for the sole use as a personal residence by the following named person(s) only: City of Redondo Beach designated individuals on a temporary basis.
C. The following personal property, maintained pursuant to paragraph 11, is included:
D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 02/01/2026 (Commencement Date). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) 06/30/2026 at 11:59 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$1,078.35 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or ) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by personal check, money order, cashier's check, made payable to Sunshine 11, LP. or wire/electronic payment to or other Online Payments. Payment via electronic apps such as PayPal or Venmo will not (will) be accepted.
(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).
(3) If any payment is returned for non-sufficient funds (NSF) or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$750.00 as a security deposit. (The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)
B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.
C. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.

Tenant's Initials / Housing Providers Initials



- D. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
  - E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
  - F. No interest will be paid on security deposit unless required by local law.
  - G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by  personal check,  money order,  cashier's check, or  wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from <u>02/01/2026</u> to <u>02/28/2026</u> (date)	<b>\$1,078.35</b>		<b>\$1,078.35</b>		
Security Deposit	<b>\$750.00</b>	<b>\$750.00</b>			
Other _____					
Other _____					
<b>Total</b>	<b>\$1,828.35</b>	<b>\$750.00</b>	<b>\$1,078.35</b>		

6. **LATE CHARGE; RETURNED CHECKS:**
- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or 3) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ \_\_\_\_\_ or **6.000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
  - B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

- A. Parking is permitted as follows: \_\_\_\_\_
- The right to parking  is  is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR  B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

- A. Storage is permitted as follows: \_\_\_\_\_
- The right to separate storage space  is,  is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_
- except Water, Trash, Electrical & Gas, which shall be paid for by Housing Provider, or  as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
- A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
  - B. **Gas Meter:** The Premises does not have a separate gas meter.
  - C. **Electric Meter:** The Premises does not have a separate electrical meter.



**10. CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

**(Check all that apply:)**

- A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
- B.** (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII)  within **3 days** after execution of this Agreement;  prior to the Commencement Date;  within **3 days** after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within **3 (or \_\_\_\_\_) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
- C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or \_\_\_\_\_) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D.** Other: \_\_\_\_\_

**11. MAINTENANCE USE AND REPORTING:**

- A.** Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.**  Housing Provider  Tenant  HOA shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.**  Housing Provider  Tenant  HOA shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.**  Housing Provider  Tenant shall maintain **Common areas to be kept clean & clear of any bulky/stored items at all times**.
- E.** Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C, and 11D.**
- F.** Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. PERIODIC PEST CONTROL:**  Housing Provider  Tenant shall pay for periodic pest control by the following service provider: \_\_\_\_\_ . This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: \$ \_\_\_\_\_ per \_\_\_\_\_ .
- H.** The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: \_\_\_\_\_
- I.** Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
- J.** Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. ANIMALS:** Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent,  except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

**14. SMOKING:**

- A.** (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B.** The Premises or common areas may be subject to a local non-smoking ordinance.
- C.** NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises.  Smoking of the following substances only is allowed: \_\_\_\_\_

**15. RULES/REGULATIONS:**

- A.** Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)**

(1) Housing Provider shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR  (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.



16.  (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_ . Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.
- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.
- C. **(Check one)**  
 (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_ .  
 (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

- A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  **2/01/2026** ):

<input checked="" type="checkbox"/> <b>1</b> key(s) to Premises,	<input type="checkbox"/> remote control device(s) for garage door/gate opener(s),
<input type="checkbox"/> key(s) to mailbox,	<input type="checkbox"/>
<input checked="" type="checkbox"/> <b>1</b> key(s) to common area(s),	<input type="checkbox"/>

- B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

- A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.
- B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:
  - (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
  - (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.
  - (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
  - (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C.  (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.
- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

- A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
- B. This prohibition also applies ( does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.
- C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_



**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or \_\_\_\_\_) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2)  Tenant is already in possession of the Premises.

B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) \_\_\_\_\_

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:**

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

C.  Tenant shall obtain liability insurance, in an amount not less than **\$100,000.00** for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: (i) as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and (ii) as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: Sunshine 11, LP.  
2030 W. Rosecrans Ave  
Gardena, CA 90249

Tenant: \_\_\_\_\_  
Redondo Beach City Attorney's Office  
Attn: Stephanie E. Johnson  
415 Diamond Street, Redondo Beach, CA 90277



- 33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 34. **REPRESENTATION**
  - A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
  - B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
- 35. **MEDIATION:**
  - A. Consistent with paragraphs 35B and 35C below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
  - B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
  - C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
- 36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$500.00), except as provided in paragraph 35A.
- 37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 38. **DISCLOSURES:**
  - A.  **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
  - B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
  - C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
  - D.  **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
  - E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
  - F.  **OTHER MATERIAL FACTS:** \_\_\_\_\_
  - G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
- 39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
- 40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_



**41. AGENCY:**

**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

**Housing Provider's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_

Is the broker of (check one):  the Housing Provider; or  both the Tenant and Housing Provider (Dual Agent).

Housing Provider's Agent \_\_\_\_\_ License Number \_\_\_\_\_

Is (check one):  the Housing Provider's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).

**Tenant's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_

Is the broker of (check one):  the Tenant; or  both the Tenant and Housing Provider (Dual Agent).

Tenant's Agent \_\_\_\_\_ License Number \_\_\_\_\_

Is (check one):  the Tenant's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).

**B. DISCLOSURE:**  (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

**C. TERMINATION OF AGENCY RELATIONSHIP:**

(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, (i) Broker will not represent Owner in any manner regarding the management of the Premises; and (ii) Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.

(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply):  Tenant occupancy,  Delivering to Tenant keys or other means of entering the Premises,  Tenant walkthrough,  Completion of Move In Inspection (C.A.R. Form MII).

**42. BROKER COMPENSATION:**

**A. EXISTING WRITTEN AGREEMENTS:** Upon execution of this Agreement:

(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).

(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

**B.  OWNER AGREEMENT TO PAY TENANT'S BROKER:** In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:

(1) **Fixed term lease:** (i) \_\_\_\_\_ percent of the total rent payments due under the term specified in **paragraph 2B**; or (ii)  \$ \_\_\_\_\_; or (iii)  \_\_\_\_\_;

(2) **For month-to-month rental:** (i) \_\_\_\_\_ percent of \_\_\_\_\_; or (ii)  \$ \_\_\_\_\_ or (iii)  \_\_\_\_\_;

(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;

(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and

(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

**C.  PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS:** RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see <b>paragraph 49</b> )		

**43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

**44. RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

**45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS:** Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

**46. OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);  Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Parking and Storage Disclosure (C.A.R. Form PSD);  Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD);  Rent Cap and Just Cause Addendum (C.A.R. Form RCJC);  Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);

Other Documents/Addenda: **House Rules & Regulations, Addendum #1**

Other Terms: \_\_\_\_\_



**47. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50 or 51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**48.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

**49.** The Premises is being managed by Owner, (or, if checked):

Housing Provider's Brokerage Firm in Real Estate Brokerage section  Tenant's Brokerage Firm in Real Estate Brokers section  
 Property Management firm immediately below

Real Estate Broker (Property Manager) Swami International DRE Lic # 01938053  
(Agent) \_\_\_\_\_ DRE Lic # \_\_\_\_\_  
Address 2030 W. Rosecrans Ave, Gardena, CA 90249 Telephone # (310)769-6669

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**50. Tenant agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_ .

**B. TENANT SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: City of Redondo Beach

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address 126 W. D Street Unit 24 City Wilmington State CA Zip 90744

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_



**51. Housing Provider (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

- (1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

- (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
- (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

- (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
- (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_

**B. HOUSING PROVIDER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: **Sunshine 11, LP.**

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address **2030 W Rosecrans Ave** City **Gardena** State **CA** Zip **90249**

Telephone **(310)769-6669** Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_

**REAL ESTATE BROKERS:**

**A.** Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

**B.** Agency relationships are confirmed in **paragraph 41**.

**C. BROKER COMPENSATION:** Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Housing Provider's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





# BED BUG DISCLOSURE

California Civil Code §1954.603  
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property known as 126 W. D Street Unit 24, Wilmington, CA 90744

in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

### INFORMATION ABOUT BED BUGS:

- Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation:**
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - Very heavily infested areas may have a characteristically sweet odor.
  - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
- Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
- Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

**R E B S C** Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



**BBD REVISED 6/23 (PAGE 1 OF 1)**

### BED BUG DISCLOSURE (BBD PAGE 1 OF 1)



# TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_, dated 02/01/2026, on property known as 126 W. D Street Unit 24, Wilmington, CA 90744, in which City of Redondo Beach is referred to as ("Tenant") and Sunshine 11, LP. is referred to as ("Housing Provider").

### INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR  The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



TFHD Revised 6/23 (PAGE 1 OF 1)

### TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



## RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)  
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 02/01/2026 on property known as 126 W. D Street Unit 24, Wilmington, CA 90744 in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

### I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

**California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.**

### II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS\*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

**Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

### III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS\*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

### IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

### V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
  - A. Default in payment of rent.
  - B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.



- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

**2. "No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

**3. Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

**\*NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

**The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.**

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
**REAL ESTATE BUSINESS SERVICES, LLC.**  
*a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®*  
 525 South Virgil Avenue, Los Angeles, California 90020





# OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 24 (Unit/Apartment) \_\_\_\_\_ (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), between \_\_\_\_\_ (City of Redondo Beach) ("Tenant") and \_\_\_\_\_ (Sunshine 11, LP.) ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

## 1. TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:

- A. Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
- B. Housing Provider shall comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
  - (1) If the Premises is located in a rental property that contains 16 or more residential units; OR
  - (2) If the Premises is located in a rental property that contains 15 or fewer residential units and BOTH of the following apply:
    - (i) Housing Provider owns more than one residential rental property, regardless of the number of units; AND
    - (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
- C. Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

**Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.  
 Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

- 2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
- 3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
- 4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
- 5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies)  TransUnion,  Equifax,  Experian,  Other: \_\_\_\_\_,  Other: \_\_\_\_\_.
- 6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
- 7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: \_\_\_\_\_.
- 8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

© 2025, California Association of REALTORS®, Inc.

TRPR REVISED 6/25 (PAGE 1 OF 2)



## OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING (TRPR PAGE 1 OF 2)

- 9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING:** If Tenant opts-in to positive rental information reporting:
- A. Tenant shall pay Housing Provider a monthly service fee of \$\_\_\_\_\_ (not to exceed \$10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.
  - OR B.  No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR  by first-class mail OR  by email.

Housing Provider (Signature): \_\_\_\_\_ *Sunshine 11, LP.* Date: \_\_\_\_\_  
 Housing Provider (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

**10. OPT-IN to positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

**11. OPT-OUT of positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®



# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Real estate licensees
  - Mobilehome parks
  - Insurance companies
  - Landlords/Housing Providers
  - Real estate brokerage firms
  - Homeowners Associations ("HOAs");
  - Government housing services
  - Sublessors
  - Property managers
  - Banks and Mortgage lenders
  - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
  - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
  - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
  - H. Denying a home loan or homeowner's insurance;
  - I. Offering inferior terms, conditions, privileges, facilities or services;
  - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
  - K. Harassing a person;
  - L. Taking an adverse action based on protected characteristics;
  - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
  - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
    - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
    - (ii) Charging that person higher rent or increased security deposit, or
    - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
  - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
  - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
  - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
  - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
  - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
  - B. State: <https://calcivilrights.ca.gov/housing/>
  - C. Local: local Fair Housing Council office (non-profit, free service)
  - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
  - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
  - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
  - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
  - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
  - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
  - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
  - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

**Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.**

Buyer/Tenant \_\_\_\_\_ *City of Redondo Beach* Date \_\_\_\_\_  
 Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ *Sunshine 11, LP.* Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.





# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

## Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

## Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.



## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*

For more information, visit CDPH website ([www.cdph.ca.gov/Pages/contact\\_us.aspx](http://www.cdph.ca.gov/Pages/contact_us.aspx))





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For  
Pre-1978 Housing Sales, Leases, or Rentals**  
(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Other: \_\_\_\_\_, dated 02/01/2026, on property known as: 126 W. D Street Unit 24, Wilmington, CA 90744 ("Property") in which City of Redondo Beach is referred to as Buyer or Tenant and Sunshine 11, LP. is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

**LEAD WARNING STATEMENT (SALE OR PURCHASE):** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL):** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:**

- A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: \_\_\_\_\_  
\_\_\_\_\_
- C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."  
For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Seller or Housing Provider Sunshine 11, LP. Date \_\_\_\_\_

Seller or Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

**2. LISTING AGENT'S ACKNOWLEDGMENT:**

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker representing Seller or Housing Provider)      By \_\_\_\_\_  
(Please print)      Associate-Licensee or Broker Signature      Date

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:**

- A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
- (2) (if initialed) \_\_\_\_\_ / \_\_\_\_\_ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
- B. I have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."
- C. **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**
- D. **For Sales Transactions Only:** Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Buyer or Tenant      Date      Buyer or Tenant      Date  
*City of Redondo Beach*

**4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:**

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker obtaining the Offer)      By \_\_\_\_\_  
(Please print)      Associate-Licensee or Broker Signature      Date

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR [ ] Residential Lease After Sale, [ ] Other [ ] ("Agreement"), dated 02/01/2026, on property located at (Street Address) 126 W. D Street Unit 24 (Unit/Apartment) (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider"

- 1. MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: A. Maintain the Premises free of dirt, debris and moisture that can harbor mold; B. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold; C. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible; D. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises; E. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans; F. Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes"; G. Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities; H. Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises; I. Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and J. Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum. 2. (If checked, [ ] the Premises was previously treated for elevated levels of mold that were detected.) 3. [X] MOLD AND DAMPNES: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) City of Redondo Beach Date
Tenant (Signature) Date
Housing Provider (Signature) Sunshine 11, LP. Date
Housing Provider (Signature) Date

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020



LRM REVISED 6/23 (PAGE 1 OF 1)

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

# HOUSE RULES AND REGULATIONS

## A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

## B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct of Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

## C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

## D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items, are left in the halls, stairways, or about the building unattended.

**E. MAINTENANCE, REPAIRS AND ALTERATIONS**

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord, and not directly to maintenance personnel.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

**F. VEHICLES AND PARKING**

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the expense of the vehicle's owner.
2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.
4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate

Resident	Date	Resident	Date
Resident	Date	Resident	Date



ADDENDUM No. One
(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other \_\_\_\_\_, dated February 1, 2026, on property known as 126 W. D Street Unit 24, Wilmington, CA 90744 ("Property/Premises"), between City of Redondo Beach ("Buyer/Tenant") and Sunshine 11, LP. ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
• To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a \$100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at \$10.50 plus a \$4.00 admin fee (subject to change).

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant \_\_\_\_\_ City of Redondo Beach Date \_\_\_\_\_
Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Sunshine 11, LP. Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

ADM REVISED 6/25 (PAGE 1 OF 1)



ADDENDUM (ADM PAGE 1 OF 1)

## MUTUAL RESCISSION AND RELEASE AGREEMENT

This Mutual Rescission and Release Agreement (this "Agreement") is entered into as of January 20, 2026 (the "Effective Date"), by and between the City of Redondo Beach, a chartered municipal corporation organized and existing under the laws of the State of California ("Tenant"), and Sunshine 11, L.P., a California limited partnership ("Landlord"), with reference to the following facts:

### RECITALS

- A. On or about October 18, 2025, Tenant and Landlord entered into a Residential Lease or Month-to-Month Rental Agreement (C.A.R. Form RLMM, Revised 12/24) for the premises located at 126 W. D Street, Unit 17, Wilmington, CA 90744 (the "Unit 17 Lease"), with a commencement date of October 18, 2025, and a termination date of June 30, 2026.
- B. Pursuant to the Unit 17 Lease, Tenant paid a security deposit in the amount of \$950.00 and prorated rent in the amount of \$518.70 for the period from October 18, 2025, through October 31, 2025, with ongoing monthly rent of \$1,037.40 thereafter.
- C. On October 18, 2025, the parties agreed to substitute the leased premises from Unit 17 to Unit 23 at the same property address (126 W. D Street, Wilmington, CA 90744). Concurrently with the execution of this Agreement, Tenant and Landlord are entering into a separate lease agreement for Unit 23 (the "Unit 23 Lease"), which shall have a retroactive effective date of October 18, 2025, and otherwise incorporate substantially the same terms as the Unit 17 Lease, as modified solely to reflect the unit change and any expressly agreed revisions. Neither Tenant nor any individual designated by Tenant ever occupied or took possession of Unit 17.
- D. The parties desire to mutually rescind the Unit 17 Lease retroactively to October 18, 2025, as if it had never been executed, with no obligations or liabilities arising thereunder, while confirming that the Unit 23 Lease is valid and enforceable solely with respect to Unit 23, and without affecting, superseding, or impairing any other existing or future lease agreements between the parties for other units or premises.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **RESCISSION OF UNIT 17 LEASE:** The parties hereby mutually rescind, cancel, and terminate the Unit 17 Lease in its entirety, effective retroactively as of October 18, 2025 (the "Rescission Date"). The Unit 17 Lease shall be deemed null and void ab initio, as if it had never been executed. No rights, duties, obligations, or liabilities shall be deemed to have arisen under the Unit 17 Lease at any time.

2. **TRANSFER AND CONTINUITY OF PAYMENTS:** All amounts paid by Tenant in connection with the Unit 17 Lease, including the \$950.00 security deposit and \$518.70 prorated rent, shall be credited and applied without interruption to Tenant's obligations under the Unit 23 Lease. No refund, deduction, offset, interest, or forfeiture shall apply.

The parties acknowledge and agree that the security deposit shall be deemed continuously held in compliance with California Civil Code § 1950.5, with no reset, forfeiture, or new accrual period triggered by this Agreement.

3. **ESTABLISHMENT OF UNIT 23 LEASE; LIMITATION ON RETROACTIVITY:** The Unit 23 Lease shall be effective retroactively as of October 18, 2025, solely for purposes of establishing continuity of tenancy and payment credits. No retroactive default, late fee, penalty, breach, or adverse consequence shall be deemed to have arisen prior to execution of the Unit 23 Lease, and Tenant shall be deemed in full compliance for all periods preceding execution.
4. **MUTUAL RELEASE:** Subject to the express limitations set forth herein, each party releases the other solely with respect to the Unit 17 Lease from any and all claims, demands, or causes of action, whether known or unknown, arising exclusively out of the Unit 17 Lease or the non-occupancy thereof, through the Effective Date.

This release does not apply to the Unit 23 Lease, and shall not impair any rights, remedies, or claims arising thereunder.

The parties do not waive any rights or protections that cannot be waived as a matter of law, including but not limited to rights under California Civil Code §§ 1940–1954.06, applicable local tenant protection ordinances, or laws governing habitability, security deposits, retaliation, or unlawful eviction.

5. **NO OCCUPANCY; NO DAMAGES:** The parties acknowledge that Unit 17 was never occupied, no possession was taken, and no damage, wear, or condition arose. Tenant has no obligation to surrender keys, perform cleaning, or restore Unit 17.
6. **PRESERVATION OF UNIT 23 LEASE:** This Agreement shall not affect the validity, enforceability, or operation of the Unit 23 Lease, which shall remain in full force and effect according to its terms.
7. **NO ADMISSION OF LIABILITY:** This Agreement constitutes a compromise and shall not be construed as an admission of liability, fault, or wrongdoing by any party.
8. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of California. Venue for any action arising hereunder shall lie exclusively in the courts of Los Angeles County, California.
9. **NO WAIVER OF GOVERNMENTAL IMMUNITIES:** Nothing in this Agreement shall be construed as a waiver of any governmental immunities, defenses, or limitations of liability available to Tenant as a municipal corporation under California law.

10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement regarding the subject matter herein and may be amended only by a writing signed by both parties.
11. **COUNTERPARTS:** This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.
12. **SEVERABILITY:** If any provision is held unenforceable, the remainder shall remain in full force and effect.
13. **AUTHORITY:** Tenant warrants and represents that upon Tenant’s Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of Tenant. The party signing on behalf of Landlord warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Landlord, and shall be personally liable to Tenant if he or she is not duly authorized to enter into and execute this Agreement on behalf of Landlord.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 20<sup>th</sup> day of January, 2026.

TENANT  
CITY OF REDONDO BEACH

LANDLORD  
SUNSHINE 11, L.P.

By: \_\_\_\_\_  
Name: James A. Light  
Title: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Joy A. Ford  
Title: City Attorney

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form RLMM, Revised 12/24)

Date 10/18/2025, City of Redondo Beach (Tenant) and Sunshine 11, LP. Rental Property Owner (RPO), Authorized Broker or Agent, or Property Manager (Housing Provider), agree as follows (Agreement):

1. PROPERTY:

- A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 23, Wilmington, CA 90744 (Premises).
B. The Premises are for the sole use as a personal residence by the following named person(s) only:
C. The following personal property, maintained pursuant to paragraph 11, is included:
D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 10/18/2025 (Commencement Date). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) 06/30/2026 at 11:59 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$1,037.40 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or ) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by personal check, money order, cashier's check, made payable to Sunshine 11, LP. or wire/electronic payment to or other. Payment via electronic apps such as PayPal or Venmo will not (will) be accepted.
(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249-2932 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).
(3) If any payment is returned for non-sufficient funds (NSF) or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$950.00 as a security deposit. (The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)
B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.
C. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.

Tenant's Initials / Housing Providers Initials



- D. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
  - E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
  - F. No interest will be paid on security deposit unless required by local law.
  - G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by  personal check,  money order,  cashier's check, or  wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from <u>10/18/2025</u> to <u>10/31/2025</u> (date)	\$518.70		\$518.70		
Security Deposit	\$950.00	\$950.00			
Other _____					
Other _____					
<b>Total</b>	<b>\$1,468.70</b>	<b>\$950.00</b>	<b>\$518.70</b>		

6. **LATE CHARGE; RETURNED CHECKS:**
- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or 3) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ \_\_\_\_\_ or **6.000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
  - B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**
- A. Parking is permitted as follows: \_\_\_\_\_
- The right to parking  is  is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR  B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**
- A. Storage is permitted as follows: \_\_\_\_\_
- The right to separate storage space  is,  is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_
- except Water, Trash, Electrical & Gas, which shall be paid for by Housing Provider, or  as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
- A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
  - B. **Gas Meter:** The Premises does not have a separate gas meter.
  - C. **Electric Meter:** The Premises does not have a separate electrical meter.



**10. CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
- B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII)  within **3 days** after execution of this Agreement;  prior to the Commencement Date;  within **3 days** after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within **3 (or \_\_\_\_\_) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
- C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or \_\_\_\_\_) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D. Other: \_\_\_\_\_

**11. MAINTENANCE USE AND REPORTING:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Housing Provider  Tenant  HOA shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Housing Provider  Tenant  HOA shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Housing Provider  Tenant shall maintain **Common areas to be kept clean & clear of any bulky/stored items at all times**.
- E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C, and 11D**.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. **PERIODIC PEST CONTROL:**  Housing Provider  Tenant shall pay for periodic pest control by the following service provider: \_\_\_\_\_. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: \$ \_\_\_\_\_ per \_\_\_\_\_.
- H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: \_\_\_\_\_
- I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
- J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. ANIMALS:** Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent,  except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

**14. SMOKING:**

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises.  Smoking of the following substances only is allowed: \_\_\_\_\_

**15. RULES/REGULATIONS:**

- A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)

(1) Housing Provider shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR  (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.



16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is ...
B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities.
C. (Check one) (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within ... days or ... OR (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Housing Provider's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive) prior to the Commencement Date, or 10/18/2025):

Table with 2 columns: Key/Device description and checkbox. Row 1: 1 key(s) to Premises, remote control device(s) for garage door/gate opener(s). Row 2: key(s) to mailbox. Row 3: 1 key(s) to common area(s).

- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons").
B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

- A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent.
B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.
C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials / Housing Providers Initials /



**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or \_\_\_\_\_) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2)  Tenant is already in possession of the Premises.

B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) \_\_\_\_\_

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:**

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

C.  Tenant shall obtain liability insurance, in an amount not less than **\$100,000.00** for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: (i) as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and (ii) as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: Sunshine 11, LP.

Tenant: City of Redondo Beach

2030 W. Rosecrans Ave  
Gardena, CA 90249

415 Diamond Street  
Redondo Beach, CA 90277



- 33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 34. **REPRESENTATION**
  - A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
  - B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
- 35. **MEDIATION:**
  - A. Consistent with paragraphs 35B and 35C below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
  - B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
  - C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
- 36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$500.00), except as provided in paragraph 35A.
- 37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 38. **DISCLOSURES:**
  - A.  **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
  - B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
  - C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
  - D.  **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
  - E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
  - F.  **OTHER MATERIAL FACTS:** \_\_\_\_\_
  - G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
- 39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
- 40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_



**41. AGENCY:**

- A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
**Housing Provider's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Housing Provider; or  both the Tenant and Housing Provider (Dual Agent).  
**Housing Provider's Agent** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Housing Provider's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).  
**Tenant's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Tenant; or  both the Tenant and Housing Provider (Dual Agent).  
**Tenant's Agent** \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Tenant's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).
- B. DISCLOSURE:**  (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.
- C. TERMINATION OF AGENCY RELATIONSHIP:**  
 (1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.  
 (2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply):  Tenant occupancy,  Delivering to Tenant keys or other means of entering the Premises,  Tenant walkthrough,  Completion of Move In Inspection (C.A.R. Form MII).

**42. BROKER COMPENSATION:**

- A. EXISTING WRITTEN AGREEMENTS:** Upon execution of this Agreement:  
 (1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).  
 (2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).
- B.  OWNER AGREEMENT TO PAY TENANT'S BROKER:** In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:  
 (1) **Fixed term lease:** (i) \_\_\_\_\_ percent of the total rent payments due under the term specified in **paragraph 2B**; or (ii)  \$ \_\_\_\_\_; or (iii)  \_\_\_\_\_;  
 (2) **For month-to-month rental:** (i) \_\_\_\_\_ percent of \_\_\_\_\_; or (ii)  \$ \_\_\_\_\_ or (iii)  \_\_\_\_\_;  
 (3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;  
 (4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and  
 (5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.
- C.  PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS:** RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see <b>paragraph 49</b> )		

- 43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.
- 44. RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.
- 45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS:** Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.
- 46. OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:  
 Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);  Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Parking and Storage Disclosure (C.A.R. Form PSD);  Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD);  Rent Cap and Just Cause Addendum (C.A.R. Form RCJC);  Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);  
 Other Documents/Addenda: **House Rules & Regulations**  
 Other Terms: \_\_\_\_\_



**47. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50 or 51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**48.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

**49.** The Premises is being managed by Owner, (or, if checked):

Housing Provider's Brokerage Firm in Real Estate Brokerage section  Tenant's Brokerage Firm in Real Estate Brokers section  
 Property Management firm immediately below

Real Estate Broker (Property Manager) Swami International DRE Lic # 01938053

(Agent) \_\_\_\_\_ DRE Lic # \_\_\_\_\_

Address 2030 W. Rosecrans Ave, Gardena, CA 90249 Telephone # (310)769-6669

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**50. Tenant agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_ .

**B. TENANT SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: City of Redondo Beach

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address 126 W. D Street Unit 23 City Wilmington State CA Zip 90744

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and (iii) waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_



**51. Housing Provider (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

**A.  ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

- (1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

- (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
- (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

- (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
- (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_

**B. HOUSING PROVIDER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: **Sunshine 11, LP.**

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address **2030 W Rosecrans Ave** City **Gardena** State **CA** Zip **90249**

Telephone **(310)769-6669** Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Providers Initials \_\_\_\_\_ / \_\_\_\_\_

**REAL ESTATE BROKERS:**

**A.** Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

**B.** Agency relationships are confirmed in **paragraph 41**.

**C. BROKER COMPENSATION:** Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Housing Provider's Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





# BED BUG DISCLOSURE

California Civil Code §1954.603  
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 10/18/2025, on property known as 126 W. D Street Unit 23, Wilmington, CA 90744

in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

### INFORMATION ABOUT BED BUGS:

- Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation:**
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - Very heavily infested areas may have a characteristically sweet odor.
  - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
- Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
- Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



BBD REVISED 6/23 (PAGE 1 OF 1)

### BED BUG DISCLOSURE (BBD PAGE 1 OF 1)



# TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_, dated 10/18/2025, on property known as 126 W. D Street Unit 23, Wilmington, CA 90744, in which City of Redondo Beach is referred to as ("Tenant") and Sunshine 11, LP. is referred to as ("Housing Provider").

### INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR  The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



TFHD Revised 6/23 (PAGE 1 OF 1)

### TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



# RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)  
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 10/18/2025 on property known as 126 W. D Street Unit 23, Wilmington, CA 90744 in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider".

## I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

**California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.**

## II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS\*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

**Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

## III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS\*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

## IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

## V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
  - A. Default in payment of rent.
  - B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.



- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

**2. "No-fault" Reasons:**

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

**3. Just Cause Notices:**

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

**\*NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

**The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.**

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*City of Redondo Beach*

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_  
*Sunshine 11, LP.*

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
**REAL ESTATE BUSINESS SERVICES, LLC.**  
 a subsidiary of the **CALIFORNIA ASSOCIATION OF REALTORS®**  
 525 South Virgil Avenue, Los Angeles, California 90020





# OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated 10/18/2025, on property located at (Street Address) 126 W. D Street Unit 23 (Unit/Apartment) \_\_\_\_\_ (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), between \_\_\_\_\_ (City of Redondo Beach) ("Tenant") and \_\_\_\_\_ (Sunshine 11, LP.) ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

## 1. TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:

- A. Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
- B. Housing Provider shall comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
  - (1) If the Premises is located in a rental property that contains 16 or more residential units; OR
  - (2) If the Premises is located in a rental property that contains 15 or fewer residential units and BOTH of the following apply:
    - (i) Housing Provider owns more than one residential rental property, regardless of the number of units; AND
    - (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
- C. Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

**Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.  
 Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

- 2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
- 3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
- 4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
- 5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies)  TransUnion,  Equifax,  Experian,  Other: \_\_\_\_\_,  Other: \_\_\_\_\_.
- 6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
- 7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
  - A. Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: \_\_\_\_\_;
  - OR B.  Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: \_\_\_\_\_.
- 8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

© 2025, California Association of REALTORS®, Inc.

TRPR REVISED 6/25 (PAGE 1 OF 2)



## OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING (TRPR PAGE 1 OF 2)

- 9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING:** If Tenant opts-in to positive rental information reporting:
- A. Tenant shall pay Housing Provider a monthly service fee of \$\_\_\_\_\_ (not to exceed \$10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.
  - OR B.  No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR  by first-class mail OR  by email.

Housing Provider (Signature): \_\_\_\_\_ *Sunshine 11, LP.* Date: \_\_\_\_\_  
 Housing Provider (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

**10. OPT-IN to positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

**11. OPT-OUT of positive rental information reporting:**

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): \_\_\_\_\_ *City of Redondo Beach* Date: \_\_\_\_\_  
 Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®



# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Landlords/Housing Providers
  - Sublessors
  - Real estate licensees
  - Real estate brokerage firms
  - Property managers
  - Mobilehome parks
  - Homeowners Associations ("HOAs");
  - Banks and Mortgage lenders
  - Insurance companies
  - Government housing services
  - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
  - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
  - (ii) Charging that person higher rent or increased security deposit, or
  - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

**10. EXAMPLES OF POSITIVE PRACTICES:**

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

**11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
- B. State: <https://calcivilrights.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

**12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

**Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.**

Buyer/Tenant \_\_\_\_\_ *City of Redondo Beach* Date \_\_\_\_\_  
 Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ *Sunshine 11, LP.* Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.





# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

## Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

## Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.



## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*

For more information, visit CDPH website ([www.cdph.ca.gov/Pages/contact\\_us.aspx](http://www.cdph.ca.gov/Pages/contact_us.aspx))





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For  
Pre-1978 Housing Sales, Leases, or Rentals**  
(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Other: \_\_\_\_\_, dated 10/18/2025, on property known as: 126 W. D Street Unit 23, Wilmington, CA 90744 ("Property") in which City of Redondo Beach is referred to as Buyer or Tenant and Sunshine 11, LP. is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

**LEAD WARNING STATEMENT (SALE OR PURCHASE):** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL):** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:**

- A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: \_\_\_\_\_  
\_\_\_\_\_
- C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."  
For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Seller or Housing Provider Sunshine 11, LP. Date \_\_\_\_\_  
Seller or Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

**2. LISTING AGENT'S ACKNOWLEDGMENT:**

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker representing Seller or Housing Provider)      By \_\_\_\_\_  
(Please print)      Associate-Licensee or Broker Signature      Date

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:**

- A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
- (2) (if initialed) \_\_\_\_\_ / \_\_\_\_\_ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
- B. I have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."
- C. **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**
- D. **For Sales Transactions Only:** Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Buyer or Tenant      Date      Buyer or Tenant      Date  
*City of Redondo Beach*

**4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:**

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker obtaining the Offer)      By \_\_\_\_\_  
(Please print)      Associate-Licensee or Broker Signature      Date

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR [ ] Residential Lease After Sale, [ ] Other [ ] ("Agreement"), dated 10/18/2025, on property located at (Street Address) 126 W. D Street Unit 23 (Unit/Apartment) (City) Wilmington (State) CA (Zip Code) 90744 ("Premises"), in which City of Redondo Beach is referred to as "Tenant" and Sunshine 11, LP. is referred to as "Housing Provider"

- 1. MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: A. Maintain the Premises free of dirt, debris and moisture that can harbor mold; B. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold; C. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible; D. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises; E. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans; F. Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes"; G. Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities; H. Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises; I. Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and J. Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum. 2. (If checked, [ ] the Premises was previously treated for elevated levels of mold that were detected.) 3. [X] MOLD AND DAMPNES: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) City of Redondo Beach Date
Tenant (Signature) Date
Housing Provider (Signature) Sunshine 11, LP. Date
Housing Provider (Signature) Date

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020



LRM REVISED 6/23 (PAGE 1 OF 1)

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)



ADDENDUM No. One
(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other \_\_\_\_\_, dated October 18, 2025, on property known as 126 W. D Street Unit 23, Wilmington, CA 90744 ("Property/Premises"), between City of Redondo Beach ("Buyer/Tenant") and Sunshine 11, LP. ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
• To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a \$100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at \$10.50 plus a \$3.00 admin fee (subject to change).

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant \_\_\_\_\_ City of Redondo Beach Date \_\_\_\_\_
Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Sunshine 11, LP. Date \_\_\_\_\_
Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

ADM REVISED 6/25 (PAGE 1 OF 1)



ADDENDUM (ADM PAGE 1 OF 1)

# HOUSE RULES AND REGULATIONS

## A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

## B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct of Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

## C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

## D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items, are left in the halls, stairways, or about the building unattended.

**E. MAINTENANCE, REPAIRS AND ALTERATIONS**

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord, and not directly to maintenance personnel.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

**F. VEHICLES AND PARKING**

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the expense of the vehicle's owner.
2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.
4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate

Resident	Date	Resident	Date
----------	------	----------	------

Resident	Date	Resident	Date
----------	------	----------	------



AMENDMENT OF EXISTING AGREEMENT TERMS No. 1
(C.A.R. Form AEA, Reviewed 6/25)

This is a proposal to amend ("Amendment") the terms and conditions of the Purchase Agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other ... ("Agreement"), which was already mutually executed by the Parties, dated October 15, 2025, on property known as 126 W. D Street Unit 3,6,8,9,13,15,16,20,22,23, 26,27,28, Wilmington, CA 90744 (Property/Premises), in which City of Redondo Beach is referred to as ("Buyer/Tenant") and Sunshine 11, LP. is referred to as ("Seller/Housing Provider").

1. Paragraph 1B shall be revised to state that the units are for City of Redondo Beach designated individuals on a temporary basis. All Other terms of the lease remain unchanged and in full force and effect, including any prior notices, agreements, or written clarifications issued by the City. This amendment shall be effective retroactive to October 18th 2025.

2. EXPIRATION: [ ] Buyer/Tenant, [ ] Seller/Housing Provider proposes this Amendment Of Existing Agreement Terms, which: (i) may be withdrawn by the Party initiating this proposed Amendment at any time prior to acceptance, and (ii) shall be deemed revoked unless by 5:00 PM on the third Day after it is Signed by the initiating Party (or by [ ] AM [ ] PM on [ ] date) this proposed Amendment is Signed by the other Party and a Copy of this Amendment is Delivered to the initiating Party.

3. ACCEPTANCE: The foregoing terms and conditions amending the existing Agreement are hereby accepted, and the undersigned agrees to the above terms and conditions and acknowledges receipt of a Copy of this Amendment Of Existing Agreement Terms. Upon Acceptance, this Amendment shall be deemed incorporated into the Agreement.

AMENDMENT NOT ACCEPTED: / . This amendment was NOT accepted by Buyer/Tenant/Seller/Housing Provider on (date). Buyer/Tenant/Seller/Housing Provider Initials

© 2025, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

AEA REVIEWED 6/25 (PAGE 1 OF 1)



AMENDMENT OF EXISTING AGREEMENT TERMS (AEA PAGE 1 OF 1)



# Administrative Report

H.15., File # 26-0084

Meeting Date: 1/20/2026

**To:** MAYOR AND CITY COUNCIL  
**From:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

## **TITLE**

RECEIVE AND FILE THE MONTHLY UPDATE TO THE STRATEGIC PLAN OBJECTIVES ADOPTED BY THE CITY COUNCIL ON JUNE 10, 2025

## **EXECUTIVE SUMMARY**

On April 29, 2025, the City Council held a strategic planning session to discuss and update the City's Strategic Plan. At the session, the Mayor and City Council considered recent accomplishments, completed a strengths, weaknesses, opportunities, and threats (SWOT) analysis, evaluated and adjusted the previously established three-year goals, and listed specific objectives for the upcoming 10-month period. On June 10<sup>th</sup>, the City Council reviewed the draft objectives, added a few additional items that are incorporated in the attached matrix, and adopted the Plan. This report provides the seventh update to the current Strategic Plan.

## **BACKGROUND**

The City has been committed to a strategic planning process since 1998, a process that focuses staff resources on achievable policy goals and objectives set by the City Council. On April 1, 2025, the Council approved an updated contract with Leading Resources Inc. for consulting services to facilitate the City's Strategic Planning Session on April 29, 2025.

During the session, the Mayor and City Council discussed the City's prior accomplishments, evaluated and adjusted the previously established three-year goals, and identified the objectives for the new plan.

The three-year goals (2025-2028), which serve as the overarching framework for the Strategic Plan, were updated and now identify more specific Goals that are organized under five Priority Areas:

### **Priority Area 1: Economic Vitality**

- Goal 1.1: Enhance the Waterfront
- Goal 1.2: Revitalize Artesia Boulevard
- Goal 1.3: Position Redondo Beach as a Destination for Business Investment
- Future Goal 1.4: Revitalize the Pacific Coast Highway Corridor

### **Priority Area 2: Public Safety and Community Well-Being**

- Goal 2.1: Implement Measure FP (Reconstruct City Fire and Police Facilities)
- Goal 2.2: Strengthen the City's Mental Health Response and Community Support

Systems

- Goal 2.3: Further Enhance the City's Approach to Addressing Homelessness
- Goal 2.4: Continue to Leverage Technology to Enhance Public Safety, Emergency Response, and Community Resilience

**Priority Area 3: Infrastructure and Public Spaces**

- Goal 3.1: Rehabilitate City Roads and Critical Public Facilities
- Goal 3.2: Expand and Enhance Public Spaces, Amenities, and Programs
- Goal 3.3: Enhance Alternative Transportation Options
- Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall

**Priority Area 4: Customer-Centered Service Delivery**

- Goal 4.1: Improve Customer Service by Expanding the City's Use of Digital Tools and Online Services

**Priority Area 5: Community Stewardship**

- Goal 5.1: Advance Environmental Sustainability and Climate Resilience
- Goal 5.2: Preserve and Promote the City's Historic Resources and Neighborhood Character

The objectives have been drafted to ensure that they are specific and quantifiable, identify the various Departments that will be responsible for their completion, and establish target execution dates.

The City Manager's Office provides monthly updates on the adopted ten-month objectives to enable the Mayor and Council to monitor the City's progress on the Strategic Plan. The attached matrix includes updates and notations provided by the Department(s) responsible for each objective. This is the seventh update provided for this iteration of the Strategic Plan.

**COORDINATION**

The ten-month objectives are completed by the assigned Department(s).

**FISCAL IMPACT**

Funds for activities related to the Strategic Plan are included in the City's annual budget.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- January 20, 2026 Strategic Plan Update

# Three-Year Priority Areas & 10-Month Objectives

June 2025 – March 2026

CM= City Manager ATCM=Assistant to City Manager CD=Community Development CS=Community Services FD=Fire Department FS=Financial Services HR=Human Resources IT=Information Technology LIB=Library PD=Police Department  
 PW=Public Works WED=Waterfront and Economic Development CA=City Attorney CC=City Clerk CT=City Treasurer

<b>Priority Area 1: Economic Vitality</b>							
<b>Goal 1.1 Enhance the Waterfront</b>							
#	When	Who	Objectives	Done	On Target	Revised	Notes
1	March 1, 2026	WED/PW	Investigate the options and costs associated with improving the Pier Parking Structure to allow for redevelopment.		X		
2	July 15, 2025	WED	Identify strategies to proactively market and lease the identified commercial opportunity sites in the Harbor and Pier area.	X			Staff appeared before the City Council during the July 8 and August 12 closed session agendas to discuss the strategies.
3	September 1, 2025	WED	Complete the pre-design engineering studies needed to construct the new public boat launch and present the results to the City Council for review.	X			Pre-design studies have been completed, and staff met with each Councilmember during the weeks of September 8 and September 15, to present the findings.
4	December 31, 2025	WED, PW	Complete the entitlement approval process for all phases of the Seaside Lagoon Rehabilitation Project and complete the plans and specifications for Phase 1 of the project needed for the Coastal Development Permit.			X	Local consideration of approval of the Lagoon's CDP and phase one construction plan set is on schedule. Coastal Commission review and approval is still TBD.
5	October 1, 2025	WED, CD	Identify the process and cost to consider adjusting the Local Coastal Program requirements for King Harbor Marina parking.	X			Staff prepared a discussion item for City Council consideration on November 4, 2025. Direction was given to prepare the parking analysis needed to consider modifying the LCP requirements.
6	March 1, 2026	FD, PD, CA, WED	Research policy options and prepare a draft Safety Ordinance for rental watercraft in King Harbor.			X	Staff is working with the City Council to update Title 12 language. The scope of the initial ordinance project has expanded, and staff anticipates completing this item in June 2026.
7	September 1, 2025	WED	Complete consideration of the preliminary Marine Mammal Center/Waterfront Education Center Property Use and Fundraising Agreement.			X	The Option Agreement was drafted and sent to the Marine Mammal Care Center (MMCC) for review in early July. Staff met with MMCC representatives on September 4 to answer questions and walk through the document. MMCC submitted initial comments and redlines on September 14, followed by additional revisions on September 29. Staff presented MMCC's counter proposal to the City Council as an October 7 closed session item. In coordination with outside legal counsel, staff has drafted updated redline language based on City Council direction and sent the redlines to

								MMCC. <b>MMCC submitted redlines in December 2025. City Council discussed the redlines in closed session on December 16, 2025 and formed a subcommittee to finalize a counter. The subcommittee held a meeting on January 15, 2026.</b>
8	October 1, 2025	WED, FD	Present a report to the City Council comparing the City's harbor/marine management operating model/organizational structure to others.			X		Staff anticipates presenting this item to Council in February 2026
9	October 1, 2025	WED	Prepare a report to discuss the options and process to remove the former Gold's Gym site from the Harbor Tidelands.			X		Staff anticipates bringing this as a Closed Session item in January/February.

### Goal 1.2: Revitalize Artesia Boulevard

#	When	Who	Objectives	Done	On Target	Revised	Notes
10	October 1, 2025	CD	Complete the policy discussions for adjusting the FAR Ratio and implementing property investment incentives along the Artesia/Aviation Corridor, in conjunction with the General Plan Phase 2 Update.	X			The policy discussion was held by the City Council on August 5, 2025. The Council directed staff to prepare an ordinance allowing up to 1.5 FAR along Artesia/Aviation.
11	September 1, 2025	CD	Provide a report to the City Council detailing the impact the changes made to Artesia Blvd parking regulations are having on business reinvestment in the area.	X			On August 5, the City Council directed staff to prepare an ordinance that would eliminate commercial parking requirements along Artesia. The draft ordinance will be reviewed by the Planning Commission in September and will return to City Council for consideration of adoption in late October.
12	December 31, 2025	CS, WED, PW	Provide a status report on the public art procurement effort on Artesia Blvd. by the City's newly-hired art consultant.		X		Stakeholder interviews, the community meeting, and community survey are complete. The Draft Plan will be presented to the City Council at the December 16 meeting.
13	October 1, 2025	CD	Provide a report to the City Council on the process to study and consider implementing rooftop dining; lot merger incentives that would encourage property reinvestment/revitalization; and options to enhance the quality of business signage along the boulevards.			X	Staff is currently preparing a draft ordinance and will present it to City Council for preliminary feedback in January 2026.

### Goal 1.3: Position Redondo Beach as a Destination for Business Investment

#	When	Who	Objectives	Done	On Target	Revised	Notes
14	November 1, 2025	WED, CD, ATCM, MAYOR+ COUNCIL SUBCOMM.	Convene an Economic Development Working Group to help recruit/retain businesses and assist staff in identifying and analyzing conditions/regulations/processes that exist in the City that may impede business reinvestment and report the preliminary results to the City Council.	X			An Economic Development Subcommittee met with two commercial development teams on four occasions to tour Artesia Blvd, the Waterfront, and PCH. Staff are currently working on a contract with a prospective third-party consultant to perform a void analysis along Artesia Blvd to identify desirable uses that generate foot and vehicle traffic. The consultant would also catalog parcel owners with contact information at key nodes, promote parcel assemblage, and contact owners to discuss new development standard regulations meant to promote redevelopment. <b>The agreement with AREAS was approved by</b>

							<i>City Council in early December. The results of AREAS' information gathering will be reviewed by the subcommittee and presented to the City Council when complete.</i>
15	December 31, 2025	CD, WED	Support proactive development in the City with a focus on business retention and enhancing marketing efforts and outreach to potential businesses and provide a report to the City Council on the status of these efforts.	X			A report of the City's economic development efforts will be provided with the above recommended agreement.
16	March 1, 2026	MAYOR, WED, CD, ATCM	Create a Major Events working group to pursue opportunities and attract activities associated with the 2026 World Cup and LA28 Olympics, as appropriate.			X	Following the official launch of the marketing website on November 4, 2025, staff is developing plans and activities for next year.

**Future Goal 1.4: Revitalize the Pacific Coast Highway Corridor**

## Priority Area 2: Public Safety and Community Well-Being

### Goal 2.1 Implement Measure FP (Reconstruct City Fire and Police Facilities)

#	When	Who	Objectives	Done	On Target	Revised	Notes
17	August 1, 2025	ATCM	Complete selection of the firm to serve as the City's Owner's Representative and Bond Program Manager and present the contract to City Council for consideration of approval.	X			An Agreement with Griffin Structures was approved by Council on July 15, 2025.
18	March 1, 2026	FIN, ATCM, PW, IT, PD, FD, CT	Following selection of the Owner's Representative and Bond Program Manager, work with the City's Municipal Financial Advisor to develop a strategy to appropriately time the City's bond issuance to complete the projects included in Measure FP.		X		PRAG is standing by to advise the City as the funding needs and project schedule are developed in the Strategic Planning phase of Measure FP implementation.
19	March 1, 2026	ATCM, CA	Prepare the selection guidelines and resolution to form a Citizens Oversight Committee to review bond-related expenditures.			X	<b>Staff held a preliminary meeting with the City's Bond Team on January 16, including the Municipal Advisor and Bond Disclosure Council. Bond Issuance is not expected until late 2026. Staff anticipates establishing the Bond Oversight Committee in Q3/4 of this year.</b>
20	July 1, 2025	PW, PD	Complete the studies/design work needed to prepare the federal grant application for funding to replace the City's Police Shooting Range and engage appropriate outside/partnership agencies, pending release of the notice of funding opportunity.	X			City was notified that the application was not selected for the grant for this Cycle. Efforts to identify alternative grant funding options are underway.

### Goal 2.2: Strengthen the City's Mental Health Response and Community Support Systems

#	When	Who	Objectives	Done	On Target	Revised	Notes
21	September 1, 2025	CA, FD, PD	Present a report to the City Council on the City's efforts to utilize grant funding to hire/procure a mental health clinician to provide targeted response to mental health-related incidents in the City.	X			The report was presented to the City Council on September 2, followed by approval of an agreement with Clear on September 9. On October 7, 2025, the City Council also approved an agreement with HERO to provide consultation services and deploy a weekend pilot team
22	August 1, 2025	CA, FD, PD	Explore partnership with Hermosa Beach that would pool resources to enhance the City's ability to respond to mental health issues.	X			The City of Hermosa Beach has agreed to Partner with the City to improve the City's ability to respond to mental health issues.

### Goal 2.3: Further Enhance the City's Approach to Addressing Homelessness

#	When	Who	Objectives	Done	On Target	Revised	Notes
23	March 1, 2026	PW, CA	Complete construction of the pallet shelter expansion project.			X	A bid opening occurred on November 5, 2025 and all bids exceeded budget by a wide margin. Additionally, the apparent low bid was protested. Staff is processing the Protest and will bring a recommendation to City Council once that process has been completed. The City Attorney's Office is also seeking additional funding.
24	March 1, 2026	CS	Explore options to secure funding to support family supportive housing and report back to the City Council.		X		

25	August 1, 2025	CS	Develop a program to implement foster youth vouchers and report back to the City Council.	X			The Housing Authority approved the program agreement with Department of Children and Family Services at the June 17, 2025 Council meeting.
<b>Goal 2.4: Continue to Leverage Technology to Enhance Public Safety, Emergency Response, and Community Resilience</b>							
#	When	Who	Objectives	Done	On Target	Revised	Notes
26	March 1, 2026	PD	Update the City's Drone First Responder agreement with Aerodome after the company obtains the FAA certificate waiver for autonomous drone use.		X		<b><i>The FAA autonomous waiver has been acquired. The Police Department is identifying funding for the agreement's amended cost.</i></b>
27	October 31, 2025	IT, PD	Investigate options to modernize the City video camera platform and consolidate existing systems.			X	<b><i>Staff plans to present the new policy as a receive and file item in Q1 2026.</i></b>
28	February 1, 2026	FD, IT	Complete additional research on the functionality and costs associated with implementing the Tablet Command Application for the Fire Department.	X			The product assessment is complete and Tablet Command was identified as the most suitable product available at this time.

<b>Goal 3.1: Rehabilitate City Roads and Critical Public Facilities</b>							
#	When	Who	Objectives	Done	On Target	Revised	Notes
29	December 31, 2025	PW	Identify the cost and process to inventory the condition of City facilities for future implementation of an asset management system.			X	Staff is exploring software providers and costs and expects to provide a report to the Council in early 2026.
30	December 1, 2025	PW, ATCM	Pursue grant funding for energy-related infrastructure improvements.		X		Staff continues to explore opportunities to secure grant funding.
31	March 1, 2026	PW	Research and provide a report to Council on the options to enhance the City's Street rehabilitation program.		X		
<b>Goal 3.2: Expand and Enhance Public Spaces, Amenities, and Programs</b>							
#	When	Who	Objectives	Done	On Target	Revised	Notes
32	April 1, 2026	CS, PW	Execute the Wilderness Park Master Plan as funded.		X		Construction on the Lower Pond Repair project began on August 18, 2025. The contractor's work is substantially completed and testing of the system was completed in early December. Remaining work around the Pond includes planting of aquatic and landside plants, and clean-up of the area in preparation for ribbon cutting in late winter or early spring.
33	October 1, 2025	CS, PW	Complete conceptual design of the Franklin Park playground improvements.			X	The Franklin Park All-Abilities Playground Working Group held meetings from June through September 2025. Playground amenities have been selected and the conceptual design was presented to the Public Amenities Commission on November 12, 2025. The City Council will consider the design on December 16, 2025. Staff successfully applied for a National Parks and Recreation Society Grant, which will fund 50% of the playground equipment costs.
34	November 1, 2025	CS/PW	Explore options to add signage to Ito Park that draws inspiration from signage found in America's National Parks.	X			Staff received information from Public Amenities Commissioners regarding signage language used by the FDR Presidential Museum and subsequently contacted the Museum for additional information. The City has been granted permission to replicate the historical content for usage on signs. Staff acquired quotes from three sign production companies and identified the most appropriate vendor. Language for the Ito Park signage is being finalized with the assistance of the Bringing History to the Community subcommittee of the Public Amenities

							Commission. Installation is anticipated in late 2025.
35	December 31, 2025	CS	Enhance available programming in the City's Teen Center.			X	The Teen Center Ribbon Cutting took place on September 25, 2025. Programming continues to develop as feedback is received by staff. A report detailing program development and participation will be presented to the City Council at the December 16, 2025, meeting.
36	November 1, 2025	CM, ATCM, FS	Provide a report on the status of negotiations with RBUSD regarding shared service and facility agreements.	X			The most recent negotiation update was provided to City Council in October. An additional update is scheduled for closed session on November 18, 2025.
37	January 1, 2026	ATCM	Research and provide Council with a report regarding the next steps to implement a licensing agreement to produce and market City-branded apparel using the updated City logo.			X	<b>Staff anticipates presenting this item to City Council in Spring 2026.</b>
38	October 1, 2025	ATCM	Prepare a report for Council to discuss the process and cost associated with updating the City flag with the new logo and also incorporating the logo on other City-maintained flags and banners.	X			Staff presented the report at the October 7, 2025, City Council meeting.

### Goal 3.3: Enhance Alternative Transportation Options

#	When	Who	Objectives	Done	On Target	Revised	Notes
39	January 1, 2026	PW	Award the construction contract to implement the City's Local Travel Network (LTN).	X			The project was advertised for bidding on September 18, 2025 and the bid opening was scheduled for October 16, 2025. No bids were received. Council awarded a change order to an existing contractor on December 9, 2025 to have this work done with expected completion in July 2026.
40	December 1, 2025	PW	Develop a strategy to deploy available funding for bike lane repainting to enhance bicycle safety and provide a report on the status of the City's implementation of the Bicycle Master Plan.	X			An agenda item was presented to the City Council on December 2, 2025
41	December 1, 2025	PW	Provide a report to the City Council on the status of the City's active transportation and micro-mobility projects included in the CIP.	X			An agenda item was presented to the City Council on December 2, 2025
42	February 1, 2026	CS	Analyze BCT routes and determine if there are other route options that could enhance youth ridership.		X		

### Future Goal 3.4: Develop Long-Range Plans to Modernize City Facilities, Including the Public Works Yard and City Hall

## Priority Area 4: Customer-Centered Service Delivery

### Goal 4.1: Improve Customer Service by Expanding the City’s Use of Digital Tools and Online Services

#	When	Who	Objectives	Done	On Target	Revised	Notes
43	January 1, 2026	CC, IT	Work with Departments to determine the records and processes that can be digitized in order to improve operations and meet retention and disposition requirements. Develop a plan to digitize City records, make them more easily accessible to the public, and provide a progress report to the City Council.			X	Form digitization is in progress for the Finance Department, IT Department, HR, and City Clerk’s Office. Staff is currently exploring tools leveraging AI to aid in document classification and metadata gathering. Initial meetings with each Department are being held, and planning efforts are well underway. <b>Staff plans to provide a status report to the City Council in Q1, 2026.</b>
44	March 1, 2026	CC, IT	Research software options to improve the workflow for public records act requests.		X		<b>Following product selection, staff has struggled to negotiate appropriate contract terms. Staff is continuing to assess other options.</b>
45	February 1, 2026	CC, IT, ATCM	Complete implementation of the new Agenda Management System to streamline internal operations and provide for enhanced agenda forecasting.		X		The implementation of the new Agenda Management System is underway with go-live scheduled for March of 2026.
46	September 1, 2025	IT, ATCM	Develop a plan to prioritize and implement new online processes to improve the functionality of the City website and enhance service delivery, including the possible use of AI.	X			<b>A task force has been created to update the City’s web site in an effort to provide more accurate results for the chat bot to learn.</b>
47	March 1, 2026	IT, ATCM	Implement the Access Redondo App update and make it easier for community members to submit customer requests.		X		<b>The system is tentatively scheduled to begin user acceptance testing mid-February.</b>

## Priority Area 5: Community Stewardship

### Goal 5.1: Advance Environmental Sustainability and Climate Resilience

#	When	Who	Objectives	Done	On Target	Revised	
48	November 1, 2025	PW	Inventory the City's tree canopy and present a discussion item to the City Council to determine the best strategies to enhance the tree canopy in the future.	X			Staff presented this item to the Public Works and Sustainability Commission in September 2025 and to the City Council on December 9, 2025. Focus will be on City Trees and providing improved and customer friendly access to educational materials.
49	January 1, 2026	PW	Select and hire a consultant needed to study and update the City's Sewer System Management Plan.	X			A contract amendment was approved on July 15, 2025. The SSMP will be presented to Council by June 2026.
50	February 1, 2026	ATCM, PW	Continue to advance efforts to install additional EV charging stations throughout the City.	X			On October 7, 2025 the City Council approved a CFA Grant Agreement for \$250,000 of charging equipment for electrical vehicles. An additional Grant from SCE to provide charging infrastructure at the City's Public Works Yard was approved by the City Council on November 18, 2025. <b>A purchase order for the necessary charging equipment was also approved by City Council.</b>
51	September 1, 2025	WED	Provide a status report on the City's California Coastal Commission LCP Local Assistance Grant Program grant application, including climate resiliency.	X			The report was presented to the City Council on September 16, 2025. On October 7, 2025, the City Council approved a grant agreement with the Coastal Commission, securing \$500,000 in grant funding.

### Goal 5.2: Preserve and Promote the City's Historic Resources and Neighborhood Character

#	When	Who	Objectives	Done	On Target	Revised	Notes
52	November 1, 2025	CD, CA	Provide a report to the City Council on possible updates to the City's Historic Preservation Ordinance.	X			<b><i>This item was discussed as part of the January 6, 2026 City Council meeting. Direction to staff was provided by City Council.</i></b>
53	March 1, 2026	CD	Prepare a contract for completion of a Citywide Historical Resources Survey and present it to the City Council for consideration of approval.	X			<b><i>The historic resources survey was discussed as part of the January 6, 2026 item. No further action on the survey is scheduled at this time.</i></b>
54	October 1, 2025	CD	Review and present options to Council related to updating parking regulations in the Riviera Village as part of a larger discussion regarding preferred business uses in the Village.			X	This item is tentatively scheduled for discussion at a City Council meeting in March 2026.



# Administrative Report

---

J.1., File # 26-0085

Meeting Date: 1/20/2026

---

**TITLE**

*For eComments and Emails Received from the Public*



# Administrative Report

---

N.1., File # 26-0096

Meeting Date: 1/20/2026

---

**To: MAYOR AND CITY COUNCIL**

**From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR**

## **TITLE**

DISCUSSION AND POSSIBLE ACTION ON THE GENERAL PLAN-LAND USE ELEMENT UPDATE WITH A FOCUS ON THE BUILDING INTENSITY (FLOOR AREA RATIO) LIMITS FOR THE PUBLIC/INSTITUTIONAL (PI) AND "OTHER" NON-RESIDENTIAL GENERAL PLAN LAND USE DESIGNATIONS

## **EXECUTIVE SUMMARY**

The City is in the process of updating the Land Use, Open Space and Conservation, Safety and Noise Elements of the General Plan, and associated Zoning Ordinance amendments as required for consistency. The General Plan is composed of various State required elements and provides long-term policy direction to guide the physical development, conservation, and sustainability of the City.

In the fall of 2024, the City Council held a series of public hearings to consider the proposed focused General Plan Update. The project was segmented so that items related to implementation of the 6th Cycle Housing Element would be adopted first, in order to meet a State HCD deadline, while the remainder of the General Plan updates were deferred to a later date. At the November 5, 2024 City Council meeting, the Council approved minor amendments to the Land Use Element (LUE) and introduced (and later, on November 12, adopted) three associated ordinances amending Title 10 Chapters 1, 2, and 5 of the Redondo Beach Municipal Code (RBMC) implementing the City's 6th Cycle Housing Element. The City Council also adopted a resolution certifying the associated Final Program Environmental Impact Report (PEIR) for the comprehensive General Plan update. The certified EIR does not commit the City to any future policy decisions, but will cover the pending adoption of the remaining General Plan, Zoning Ordinance, and Local Coastal Program (LCP) Amendments.

During the public hearings that preceded approval of the Final PEIR, representatives from Beach Cities Health District (BCHD) requested that the City prepare additional environmental review/analysis to allow for consideration of a floor area ratio (FAR) cap of 1.25 for the BCHD campus property (current draft LUE sets at 0.75), located in the Public/Institutional (PI) Land Use Designation. Accordingly, the City Council directed staff and the City's consultant to prepare the additional analysis. On December 3, 2024, the City Council adopted an Addendum to the Final PEIR that provides an option of, but does not commit the City to, approving up to a 1.25 FAR cap at the BCHD campus as a component of the Land Use Element update.

The focus of this Discussion item concerns the allowable building intensity FAR for the proposed PI

General Plan Land Use Designation and all “other” non-residential FAR amendments, which were identified during the City Council’s initial public hearings on the focused General Plan Update and deferred in order to move ahead with Housing Element implementation. In summary, the “other” non-residential FAR amendments include properties within the AACAP (increasing the FAR from 0.60 to 1.5 as directed by the City Council at the August 6, 2025 meeting and reaffirmed at the January 6, 2026 meeting), the Industrial (I-1 and I-3) properties north of Manhattan Beach Boulevard increasing the FAR from 0.70 to 1.0 (not yet discussed by City Council), and some of the larger commercial shopping centers along PCH reclassified from a C-2 to C-4 designation, which would allow a FAR increase from 0.5 to 1.0 (also not yet discussed by City Council). In addition to modifying the FAR limits, the updated LUE would make minor changes to some of the land use designations for commercial properties along the PCH and Torrance Boulevard corridors by reclassifying them from a C-2 designation to a new Neighborhood Commercial (CN) designation, with no change in FAR.

This administrative report identifies the locations and the existing and proposed FARs of all PI and “other” non-residential properties with proposed building intensity (FAR) amendments. Additionally, this administrative report identifies the proposed amendments that fall under the definition of “Major Change of Allowable Land Use” and are subject to the provisions of Article XXVII of the City Charter and a subsequent City-wide election. City staff is seeking Council direction on the preferred allowable building intensity (FAR) for the proposed Public/Institutional (PI) and “other” non-residential General Plan Land Use Designations that were deferred from 2024, when the City Council approved amendments related to the implementation of the 6th Cycle Housing Element.

## **BACKGROUND**

California Government Code Section 65302(a) stipulates that a general plan must designate the proposed general distribution, general location, and extent of the uses of the land for housing, commerce, industry, open space, education, and public facilities. It further requires that the Land Use Element include a statement of the standards of population density and building intensity for the land use designations that comprise the City’s land use plan.

The “building intensity” within the City’s General Plan and Zoning Ordinances is measured by population density (dwelling units per acre - DU/AC) for all residential designations and by FAR for the City’s non-residential designations. The FAR dictates how much floor area (enclosed space) can be constructed based on the size of the lot. For example, a 4,000 square-foot lot with a FAR of 0.5 would be allowed to construct a 2,000 square-foot building.

### ***Public Institutional (PI) Building Intensity (FAR)***

The City’s existing General Plan Land Use Element currently does not identify a building intensity FAR for the P (Public and Institutional) designation. However, the Zoning Ordinance does include FAR limits for some of the Public and Institutional zones, including the City Hall property (zoned P-CIV civic center zone) which has an existing zoning FAR of 1.25; and the P-ROW (right-of-way zone) and the P-PRO (parks, recreation, and open space zone) which have a zoning FAR of 0.10 and 0.25 respectively. All other existing Public and Institutional zones (P-SF school facility zone, P-CF community facility zone, and P-RVP riviera village parking zone) do not have an identified FAR cap (subject to Planning Commission Design Review).

State Law requires the establishment of “building intensity”, which is set by the FAR limits identified in the General Plan, for all land use designations, and as such, the updated Land Use Element

proposes to apply/maintain the 1.25 FAR at the City Hall/Civic Center property and also apply this FAR to the City Police Annex property, and place a 0.75 FAR cap on all remaining PI designations. With the identification of the FAR on all PI properties, the proposed Land Use Element will be fully compliant with the applicable state law noted above.

Below is a summary table that presents the existing and proposed FAR for the “Public/Institutional (PI)”, “Public/Utility (U)”, and “Parks and Open Space (OS)” designations within Table 2.1 of the draft LUE. Changes from existing language are shown in strike through for deleted text and underlined for proposed language. Attached to this administrative report are maps that identify all the proposed “Public/Institutional (PI)” (Attachment 2 - Major Changes in Allowable Land Use), “Public/Utility (U)”, and “Parks and Open Space (OS)” locations (Attachment 3 - Minor Changes in Allowable Land Use).

<b>General Plan Land Use Designation - Existing/Proposed</b>		
<b>Land Use Designation - Existing/Proposed</b>	<b>Maximum Density/Intensity - Existing/Proposed</b>	<b>Description - Existing/Proposed</b>
Public (P) <u>Public/Institutional (PI)</u>	N/A <u>Max. FAR 0.75 for all properties except: Max. FAR 1.25 at City Hall bounded by PCH, Broadway, Carnelian St, and Diamond St Max. FAR 1.25 at the Annex site on Northeast Corner of PCH and Vincent St Subject to Planning Commission Design Review</u>	<del>Governmental administrative and facilities, parks, schools, libraries, hospitals and associated medical offices, public cultural facilities, open space, utility easements, and other public uses. Provides for</del> <u>governmental administrative and facilities, schools, libraries, hospitals and associated medical offices, cultural facilities, and other public ancillary parks, recreation and open spaces. Sites that are allowed to develop up to a maximum 1.25 also subject to Planning Commission Design Review (PCDR).</u>
Public (P) <u>Public/Utility (U)</u>	N/A <u>Max. FAR 0.10</u>	<del>Governmental administrative and facilities, parks, schools, libraries, hospitals and associated medical offices, public cultural facilities, open space, utility easements, and other public uses. Provides for</del> <u>uses including easements with access for recreation and parking. Maximum FAR 0.10.</u>

Public (P) Parks and Open Space (OS)	N/A Max. FAR 0.20	Governmental administrative and facilities, parks, schools, libraries, hospitals and associated medical offices, public cultural facilities, open space, utility easements, and other public uses. Provides for open space, passive park uses, fields, active recreation uses, and coastal-related recreational activities, well as accompanying public facilities such as restrooms, picnic pavilions, parking facilities, and lifeguard stands. Maximum FAR 0.20.
--------------------------------------	-------------------	---

Table 2.1 General Plan Land Use Designations in the Draft Land Use Element, included as Attachment 1, identifies all the proposed land use designations, the maximum density/intensity of all land use designations, and a description of each land use designation.

**Planning Commission PI FAR Recommendations**

The Planning Commission held multiple public hearings concerning the draft General Plan Update and associated amendments to the City’s Zoning Ordinances (required for consistency), local coastal program amendments, and the Draft EIR beginning on June 20, 2024 and concluding at their meeting on September 19, 2024. As part of the Planning Commission’s deliberative process, the FAR for the PI land use designation was rigorously debated.

In support of the Planning Commission’s deliberations (and future City Council discussions) staff conducted an extensive analysis of the City’s existing building intensity (FAR analysis) at all the City’s proposed PI properties. Two tables are attached, Attachment 4 - FAR Examples, which provides examples of site FARs for various developments throughout the City (provided for context), and Attachment 5 - FAR Comparison Analysis, presents an FAR analysis of all the proposed PI properties within the City. Staff has refined and updated the FAR Comparison Analysis for accuracy since it was last presented at a public hearing. The FAR Comparison Analysis includes data for several properties, and presents the existing building square-footage, the existing resulting FAR, and the maximum hypothetical building square footage for that property with a 0.75 FAR and a 1.25 FAR. Below is a section of the FAR Comparison Analysis table that includes some of the properties that garnered significant attention during the Planning Commission’s deliberations and subsequent City Council meetings.

FAR COMPARISON ANALYSIS						
Address	Property Area SF	Proposed GP (w/ notes on Existing use)	Existing Building SF	Existing FAR	.75 FAR Maximum SF	1.25 FAR Maximum SF
2400 Grant Ave.	30,089	PI- Rbfd Station 2	10,555	0.35	22,567	37,611

200 Flagler Ln.	58,239	PI - City Yard next to Dominguez Park	9,395	0.16	43,679	72,799
514 N Prospect	432,836	PI-BCHD	251,900	0.58	324,627	541,045
415 Diamond St.	290,576	PI-exemption site (City Hall)	185,790	0.63	217,932	363,220
200/222 N. Pacific Coast Hwy.	221,424	PI-exemption site (City Annex, RBUSD offices and auditorium)	47,566	0.21	166,068	276,780
401 S Broadway	22,652	PI- RBFD Station 1	11,070	0.49	16,992	28,315
801 S Pacific Coast Hwy.	143,312	PI-Kensington	82,471	0.58	107,484	179,140

At their public hearing on September 19, 2024 the Planning Commission recommended the following FARs for the City’s Public/Institutional (PI) General Plan Land Use Designation:

- Amend the General Plan FAR for the Public/Institutional (PI) land uses from 0.75 to 0.5 for all properties *except*: City Hall bounded by PCH, Broadway, Carnelian St, and Diamond St; The Annex site on Northeast Corner of PCH and Vincent St; and all City Fire and Police Station properties all of which would have an FAR of 1.25.

The Planning Commission’s additional recommendations concerning the PI designation were as follows:

- Eliminate the proposed Public/Utility (U) land use designation for the AES and SCE transmission tower corridor properties and maintain the existing land use designation of “P” Public or Institutional for these properties.
- Amend the land use designation from “OS” (Parks and Open Space) to “PI” (Public/Institutional) at the School District owned properties identified as: 1. Lincoln Elementary School Fields and Blacktop Area; 2. Alta Vista Elementary School Fields; and 3. The former Franklin School Site.

Staff supports the latter two of the commission’s recommendations (not the first bulleted item above) and will provide additional background information on these matters during the presentation at the January 20, 2025 City Council meeting.

Attached to this administrative report is the Planning Commission’s resolution (Attachment 6 - Planning Commission Resolution) that documents all of the Planning Commission’s actions and recommendations concerning the General Plan update and associated zoning ordinance amendments and the environmental findings within the now certified Final Environmental Impact Report.

**“Other” Non-Residential Areas**

In addition to changes required by the Housing Element and changes to the mixed-use areas/definitions (both completed in 2024), the Land Use Plan includes changes to commercial, industrial, and public/institutional uses.

Commercial changes are limited to Special Policy Areas (SPAs), and include increasing the development potential within select commercial corridors to allow for reinvestment and redevelopment of properties by allowing for projects with larger footprints and greater building intensity. The Land Use Plan also establishes a new Commercial Neighborhood (CN) land use designation (see Table 2.1 attached), applied to SPAs covering the City’s corridors and gateways (along PCH and Artesia, Aviation, and Torrance Boulevards). The CN designation aims to foster commercial districts with uses that support adjacent residential neighborhoods and provide goods and services for residents and businesses in a pedestrian-oriented environment.

Industrial changes are focused around existing and future metro stations. North of Manhattan Beach Boulevard (near the existing Metro station) the Land Use Plan preserves opportunities for new jobs to develop when market conditions allow by preserving existing industrial areas and increasing the amount of development that could occur by increasing the floor area ratio (FAR) from 0.7 to 1.0.

<b>General Plan Land Use Designation - Existing/Proposed</b>		
<b>Land Use Designation - Existing/Proposed</b>	<b>Maximum Density/Intensity - Existing/Proposed</b>	<b>Description - Existing/Proposed</b>
I-1 and I-3 (Industrial) (Areas North of Manhattan Beach Blvd)	FAR-0.7 <u>FAR 1.00</u>	Light industrial, research and development, "office park" facilities, manufacturing, spacecraft and associated aerospace supporting commercial uses (e.g. banks, copiers, and similar uses) and governmental facilities, and centers.

<p><u>C-2 Neighborhood Commercial (CN)</u> (Locations within AACAP, along PCH North (east side of PCH), PCH Central (east and west side of PCH), and PCH South (west side of PCH), and along Torrance Boulevard and Catalina Avenue just east of Torrance Boulevard)</p>	<p>Max. FAR 0.50 Max FAR 1.50 for Artesia and Aviation Boulevards Special Policy Areas</p>	<p>Same uses as C-1 and movie theaters, overnight accommodations; except in the Village where no "footprint" exceeding 30,000 square feet is permitted for a single use for food sales, retail goods, or other commercial use. C-1: Retail commercial, eating and drinking establishments, household goods, food sales, drugstores, building supplies, professional offices, personal services, cultural facilities, and similar uses. Provides for commercial district to complement adjacent residential neighborhoods. Allowed uses include restaurants, personal services, kenneling*, and similar uses. The designation is to provide goods and services that meet the needs of residential businesses. Buildings in the CN shall front the street with rear, alley lots where feasible. Where CN designations exist over existing residential uses, they shall remain and shall be considered residential uses; however, no new residential units shall be permitted. Maximum FAR 0.50 (except for Artesia and Aviation Boulevards Special Policy Areas where the Maximum FAR is 1.50). *Conditionally permitted subject to a public hearing.</p>
<p><u>C-2 C-4</u> (Locations along PCH North (west side of PCH), and PCH Central (east and west side of PCH south of Torrance Boulevard)</p>	<p>FAR 0.50 FAR 1.00</p>	<p>Same uses as C-2 C-2: Same uses as C-2 and movie theaters, and overnight accommodations; except in the Village where no "footprint" exceeding 30,000 square feet is permitted for a single use for food sales, retail goods, or other large volume commercial use. C-2: Same uses as C-1 and movie theaters, eating and drinking establishments, household goods, food sales, drugstores, building materials and supplies, professional offices, personal services, cultural facilities, and similar uses.</p>

Attached to this administrative report is a map that illustrates all the proposed changes noted in the above table.

**Planning Commission "Other" Non-Residential Recommendations**

The Planning Commission's additional recommendations concerning the "other" land use designations were as follows:

- Amend the General Plan FAR for the C-4 designated properties along Pacific Coast Highway

(PCH) from 1.0 to 0.5 and develop a comprehensive plan for the PCH corridor.

- Within the MU Mixed-Use Zoning Districts for projects including both commercial and residential uses amend the proposed minimum commercial FAR from 0.35 to 0.4.
- Minor additional amendment to IM-LU-44 to require the exclusive use of native California drought resistant vegetation in all housing and commercial developments.
- Minor additional amendment to IM-LU-45 to amend the Heat Island mitigation tree coverage target percentage of 25% to 29%.

### Environmental Impact Report (EIR)

At the meeting on November 5, 2024, the Program EIR for the entire General Plan Update project, inclusive of the proposed amendments to the PI FAR and “other” deferred non-residential amendments identified in this administrative report was certified by the City Council. Attached to this Administrative Report is Resolution No. CC-2410-105 (Attachment 7) which included all the necessary findings and exhibits required by CEQA for the certification of the Final Program Environmental Impact Report for the General Plan Update. The certified EIR does not commit the City to any future policy decisions, but will cover the pending adoption of the remaining General Plan, Zoning Ordinance, and LCP Amendments. If the City Council chooses to make additional amendments to the General Plan, Zoning Ordinance or LCP, the EIR may be updated accordingly, through an Addendum. An Addendum is required when there have been changes to the project, but the changes do not meet the conditions necessary to trigger a subsequent or supplemental EIR. It is used for changes or additions to the adopted EIR that would not *significantly* alter any of the project's impacts.

As such, an Addendum to the certified PEIR, was adopted by the City Council at their meeting on December 3, 2024 (Resolution No. CC-2412-111). The Addendum did not commit the City Council to a future policy decision, but rather, provides the option of approving **up to a 1.25 FAR cap at the BCHD campus** as a component of the Land Use Element update.

### Article XXVII Major Changes in Allowable Land Use

Article XXVII requires that major changes in allowable land use, with the exception of those related to implementation of the Housing Element, shall be put to a vote of the people, only if first approved by the City Council. The following proposed FAR amendments constitute a major change in allowable land use and are subject to a vote (if approved by the City Council) pursuant to Article XXVII:

- The increase from 0.6 to 1.5 FAR in the AACAP area
- The increase from 0.7 to 1.0 in the I-1 and I-3 designations north of Manhattan Beach Boulevard
- The change from C-2 to C-4 (increases FAR from 0.5 to 1.0) within the PCH North and Central SPAs
- The identification of a FAR of 0.75 or 1.25 for the proposed Public Institutional (PI) locations, with the exception of the City Hall property, which currently has a zoning FAR cap of 1.25.

The required analysis will be prepared and posted thirty days prior to the City Council taking final action on the remainder of the General Plan, Zoning Ordinance, and LCP amendments.

Attached to this administrative report is a map that identifies all the proposed General Plan land use designation amendments that constitute a major change in allowable land use. Additionally, a map that identifies all those proposed amendments that constitute a minor change in allowable land use is

also attached.

Staff is requesting the Council receive and file this report and also provide direction on the preferred allowable building FAR for the proposed Public/Institutional (PI) and “other” non-residential General Plan Land Use Designations that were deferred from 2024.

Staff is also seeking the Council’s direction on the process for the Article XXVII vote based on the following two options:

Option #1 - The General Plan - LUE Update would be adopted by the City Council and a special election would be held in late summer 2026. The ballot would include all LUE FAR changes that are subject to Article XXVII. Staff recommends this option, as it would be more efficient and reduce overall consulting costs.

Option #2 - Adoption of the LUE Update would be bifurcated, so the Council only approves amendments related to the AACAP FAR on March 3rd, which would be necessary to make the deadline for an election to be held in June 2026. The election would only include a ballot measure on the AACAP FAR. A second election would be held in late summer 2026 to vote on the balance of the LUE FAR changes. This would come at an additional election expense of approximately \$300,000, but would allow for expedited implementation of the policy decisions pertaining to the AACAP.

### **COORDINATION**

This report was prepared in coordination with the City Manager’s Office

### **FISCAL IMPACT**

Funding for the preparation of this report and zoning amendments is available in the FY 2025-26 Operating Budget for the Community Development Department. \$280,000 of funding was approved in the Budget for Article 27 related election expenses. The \$280,000 would cover a single special election held by the City. The cost to consolidate an election with Los Angeles County is \$307,000.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Attachment 1 - Table 2.1 General Plan Land Use Designations
- Attachment 2 - Major Changes in Allowable Land Use
- Attachment 3 - Minor Changes in Allowable Land Use
- Attachment 4 - FAR Examples
- Attachment 5 - FAR Comparison Analysis
- Attachment 6 - Planning Commission Resolution No.
- Attachment 7 - Resolution No. CC-2410-105 Certifying FPEIR
- Attachment 8 - Resolution No. CC-2412-111 Adopting Addendum to EIR
- Attachment 9 - Draft General Plan - Land Use Element Link  
<[https://cms2.revize.com/revize/redondobeachca/Documents/Departments/Community%](https://cms2.revize.com/revize/redondobeachca/Documents/Departments/Community%20Development/2025%20General%20Plan/2025%20General%20Plan%20Draft%20Final%20Version%20with%20Attachments.pdf)



Table 2.1: General Plan Land Use Designations

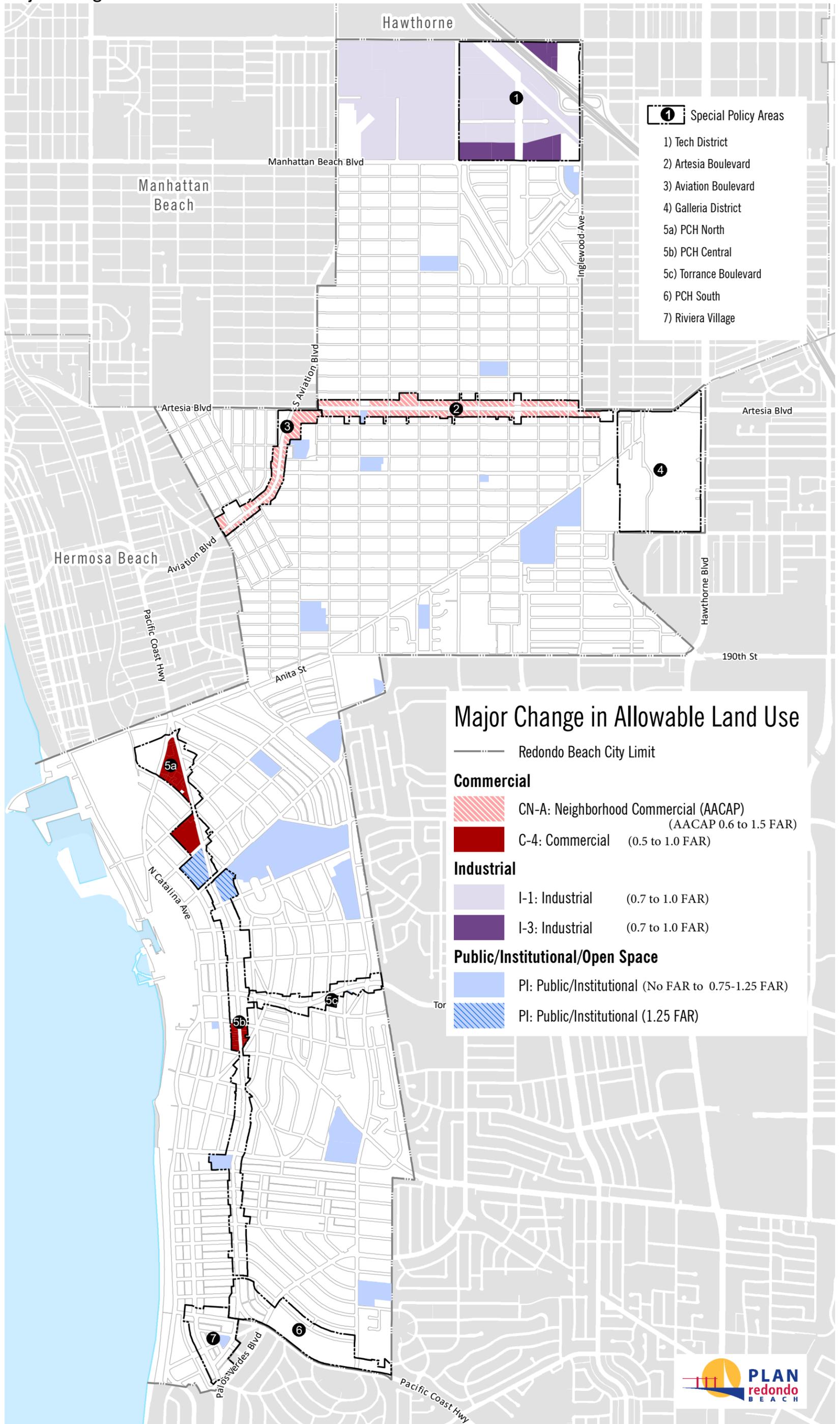
Land Use Designation	Maximum Density/Intensity	Description
<b>Residential*</b>		
R-1	Up to and including 8.8 du/ac	Single-family residential uses
R-1-A	Up to and including 17.5 du/ac	Single-family residential uses
R-2	Up to and including 14.6 du/ac	Single-family residential uses, duplexes, townhomes, condominiums, apartments
R-3	Up to and including 17.5 du/ac	Single-family residential uses, duplexes, townhomes, condominiums, apartments
RMD	Up to and including 23.3 du/ac	Single-family residential uses, duplexes, townhomes, condominiums, apartments
RH	Up to and including 30 du/ac	Single-family residential uses, duplexes, townhomes, condominiums, apartments
* Notes:		
1) For properties within a residential overlay area, the maximum density allowed within the overlay shall prevail.		
2) Existing commercial uses within residential land use districts shall be considered legally conforming.		
<b>Commercial</b>		
Neighborhood Commercial (CN)	Max. FAR 0.50  Max FAR 1.50 for Artesia and Aviation Boulevards Special Policy Areas	Provides for commercial districts with uses that complement adjacent residential neighborhoods. Allowed uses include retail, restaurants, personal services, office, hotel*, kenneling*, and similar uses. The intent of this designation is to provide goods and services that meet the needs of residents and businesses  Buildings in the CN districts should front the street with rear, alley loaded parking where feasible. Where CN designations contain existing residential uses, they shall be allowed to remain and shall be considered conforming; however, no new residential units are permitted  Maximum FAR 0.50 (except for the Artesia and Aviation Boulevards Special Policy Areas, where the Maximum FAR is 1.50)  <i>*Conditionally permitted subject to zoning code</i>
Coastal Commercial (CC)	Per Redondo Beach Local Coastal Program (LCP)	Provides for coastal and recreation-oriented commercial retail and service uses as identified in the City's LCP.
C-1	FAR 0.35	Retail commercial, eating and drinking establishments, household goods, food sales, drugstores, building materials and supplies, professional offices, personal services, cultural facilities, and similar uses
C-2	FAR 0.50	Same uses as C-1 and movie theaters, and overnight accommodations; except Riviera Village where no "footprint" exceeding 30,000 sq. ft. is permitted for a single use for food sales, retail goods, or other large volume uses
C-3	FAR 0.70	Same uses as C-2
C-4	FAR 1.00	Same uses as C-2
C-5	a. FAR 0.70 b. FAR 0.70 c. FAR 1.00 d. FAR 1.50 e. N/A	a. Retail commercial, personal and business services, professional offices, household supply and furnishings, eating and drinking establishments, drug stores, entertainment, automobile related sales, car wash, and similar uses. b. Automobile and marine related repair (west side of Catalina Avenue) c. Light industrial and wholesale uses (west side of Catalina Avenue) d. Storage and self-storage (west side of Catalina Avenue) e. Boat and recreational vehicle outdoor storage (west side of Catalina Avenue)
<b>Mixed-Use</b>		

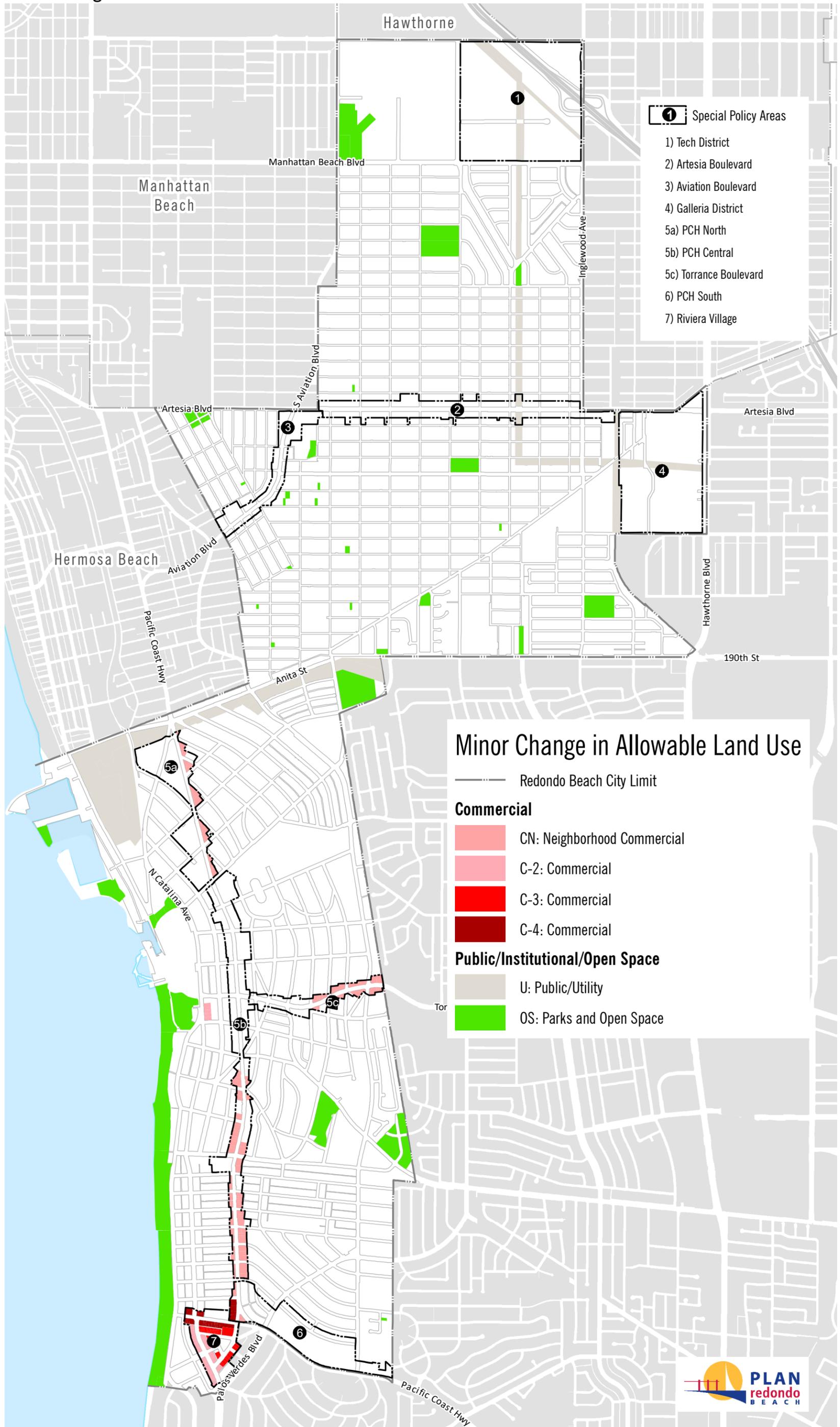
Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
Mixed-Use Transit Center (MU-TC)	Max. FAR 1.50 Up to and including 30 du/ac	<p>Provides for an integrated mix of both community and regional serving commercial retail, service, office, entertainment, hotel and residential uses in close proximity to transit stations.</p> <p>Mixed-use transit center development should be of high quality and designed to be pedestrian-oriented and integrated with existing surrounding uses.</p> <p>This designation also allows for public uses such as libraries, parks, museums, and cultural facilities. Configurations include ground floor commercial with residential units on upper floors or stand-alone commercial, office and residential development.</p> <p>It is recommended that residential projects in this designation include an affordable component. Maximum FAR 1.50 and density up to and including 30 dwelling units per acre, density may increase consistent with state law for affordable units.</p>
Mixed-Use Low (MU-1)	<p>Commercial Only: 0.35-0.50 FAR</p> <p>Commercial and Residential together: Max. FAR 1.50</p> <p>(all density exceeding 0.70 FAR must be residential units)</p> <p>Up to and including 30 du/ac</p>	<p>Provides for an integrated mix of commercial retail, service, office, entertainment, and residential uses. Uses can be mixed in a vertical or horizontal configuration.</p> <p>Mixed-use development should be of high quality and designed to integrate with existing surrounding uses. Configurations include ground floor commercial with residential units on upper floors or standalone commercial or office development.</p> <p>This designation is intended to encourage pedestrian-oriented development that has a strong emphasis on creating a safe and attractive streetscape.</p> <p>It is recommended that residential projects in this designation include an affordable component.</p> <p>Maximum FAR 1.50 and density up to and including 30 dwelling units per acre, density may increase consistent with state law for affordable units.</p>
Mixed-Use Medium Low (MU-2)	<p>Commercial Only: 1.00 FAR</p> <p>Commercial and Residential together: Max. FAR 1.50</p> <p>(all density exceeding 0.70 FAR must be residential units)</p> <p>Up to and including 35 du/ac.</p>	<p>Provides for an integrated mix of commercial retail, service, office, entertainment, and residential uses in the City's activity centers. Uses can be mixed in a vertical or horizontal configuration.</p> <p>Mixed-use development should be of high quality, designed to integrate with existing surrounding uses. Configurations include ground floor commercial or office with residential units or office uses on upper floors or standalone commercial or office development.</p> <p>This designation is intended to encourage pedestrian-oriented environments that have a strong emphasis on creating a safe and attractive streetscape. It is recommended that residential projects in this designation include an affordable component.</p> <p>Maximum FAR 1.50 and density up to and including 35 dwelling units per acre, density may increase consistent with state law for affordable units.</p>
<b>INDUSTRIAL</b>		
I-1	FAR 1.00	Light industrial, research and development, "office park" facilities, manufacture of spacecraft and associated aerospace systems, supporting commercial uses (e.g., restaurants, banks, copiers, and similar uses), educational and governmental facilities, and day care centers.
I-2	FAR 1.00	Same uses as I-1
I-3	FAR 1.00	Same uses as I-1, and building material sales, furniture stores, vehicles sales and services, maintenance and repair services, restaurants, banks, photocopies, and similar uses.

Table 2.1: General Plan Land Use Designations

Land Use Designation	Maximum Density/Intensity	Description
Industrial Flex (IF)	Max. FAR 1.00	Provides for an integrated mix of light industrial and commercial and/or office uses such as: commercial, research and development, incubator space, creative or technology-based businesses, offices, hotel, and supporting commercial uses. The overall character in this designation is intended to create a creative/tech incubator district with supporting uses.
<b>Public/Institutional/Open Space</b>		
Public/Institutional (PI)	<p>Max. FAR 0.75 for all properties <i>except</i>:</p> <p>Max. FAR 1.25 at City Hall bounded by PCH, Broadway, Carnelian St, and Diamond St</p> <p>Max. FAR 1.25 at the Annex site on Northeast Corner of PCH and Vincent St</p> <p>Subject to Planning Commission Design Review</p>	<p>Provides for governmental administrative and capital facilities, schools, libraries, hospitals and associated medical offices, public cultural facilities, and other public uses, ancillary parks, recreation and open spaces.</p> <p>Sites that are allowed to develop up to a maximum 1.25 FAR are also subject to Planning Commission Design Review (PCDR).</p>
Public/Utility (U)	Max. FAR 0.10	Provides for utility uses including easements with public access for recreation and parking. Maximum FAR 0.10.
Parks and Open Space (OS)	Max. FAR 0.20	Provides for public open space, passive park uses, sports fields, active recreation uses, and coastal-related recreational activities as well as accompanying public facilities such as restrooms, picnic pavilions, parking facilities, and lifeguard towers. Maximum FAR 0.20.
Residential Overlay (-R)	<p>Min. 20 du/ac</p> <p>Max. 55 du/ac</p>	<p>An overlay is a planning tool used to provide flexibility in land use designations. This designation allows uses that differ from or are in addition to, the underlying General Plan land use. This flexibility can help the City respond to State-mandated housing requirements and increase development options in different market conditions.</p> <p>The Residential Overlay allows residential infill projects in six areas of the City: The North Tech District, the northern portion of the Kingsdale neighborhood, the area immediately south of the city's transit center, the area south of the Galleria, several areas along 190th Street, and an area along south Pacific Coast Highway east of Palos Verdes Boulevard.</p> <p>The North Tech District, and the areas south of the transit center and Galleria are all located in close proximity to existing or future Metro Station stops, which provides access to existing or planned transportation alternatives.</p> <p>Properties with the Residential Overlay designation may be developed as the underlying land use designation (industrial, industrial flex, or commercial depending on the location) and also have the option of developing as infill residential without the need for a General Plan amendment.</p> <p>The Residential Overlay is intended to encourage the development of affordable housing by providing added land use flexibility that could allow for the integration of new residential housing opportunities in close proximity to transit, job centers, and commercial service centers.</p> <p>Residential uses in the overlay area may be stand-alone projects, horizontal mixed use, or vertical mixed use.</p> <p>Residential projects must have a minimum density of 20 dwelling units per acre, and they cannot exceed the maximum density identified within each overlay area.</p>





- ① Special Policy Areas**
- 1) Tech District
  - 2) Artesia Boulevard
  - 3) Aviation Boulevard
  - 4) Galleria District
  - 5a) PCH North
  - 5b) PCH Central
  - 5c) Torrance Boulevard
  - 6) PCH South
  - 7) Riviera Village

### Minor Change in Allowable Land Use

- Redondo Beach City Limit

**Commercial**

- CN: Neighborhood Commercial
- C-2: Commercial
- C-3: Commercial
- C-4: Commercial

**Public/Institutional/Open Space**

- U: Public/Utility
- OS: Parks and Open Space

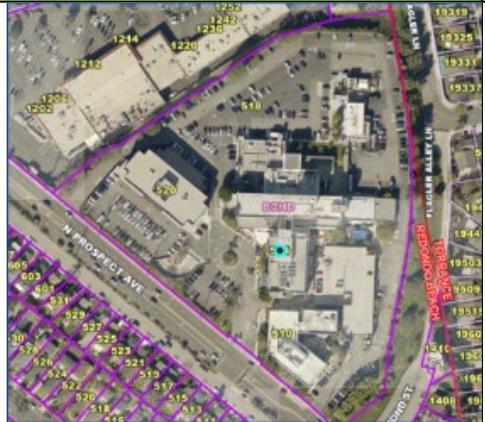
Data Source: PlaceWorks 2025, The City of Redondo Beach 2025

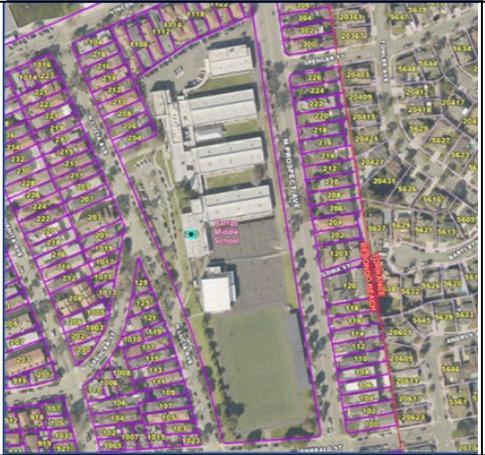
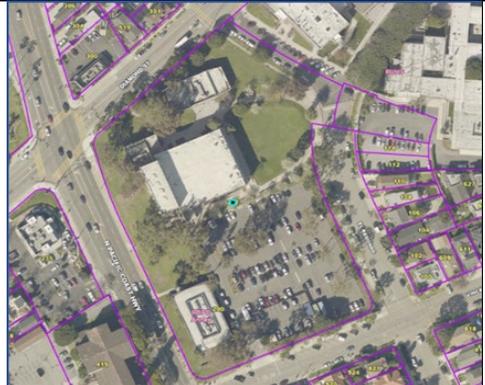


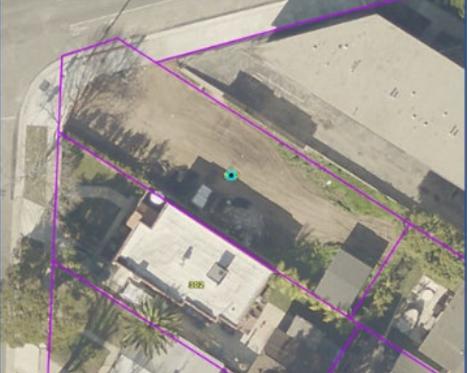
Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
3401 Inglewood Ave.	PI-RB Adult School	0.75	145,166.40	32425	0.22		
2200 Mackay Ln.	PI-Madison Elem	0.75	179,790.80	53954	0.30		
1717 Rockefeller Ln.	PI-Water Towers next to Andrews Park	0.75	139,712.00	0	0.00		

Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
1600 Green Ln.	PI-Birney Elem	0.75	142,555.20	45672	0.32		
2400 Grant Ave.	PI- RBFD Station 2	0.75	30,089.40	8338	0.28		
2600 Ripley Ave.	PI - Washington Elem / Adams Middle / Schools First FCU	0.75	1,078,249.20	223363	0.21		

Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
600 Harkness Ln.	PI - Jefferson Elem	0.75	344,383.60	82703	0.24		
525 Earle Ln.	PI - Valor Christian Academy	0.75	121,812.80	35780	0.30		
200 Flagler Ln.	PI - City Yard next to Dominguez Park	0.75	58,239.20	5146	0.09		

Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
514 N Prospect	PI-BCHD	0.75	406,626.00	312600	0.77		
920 Beryl St.	PI - Beryl Height Elem	0.75	188,147.20	51361	0.27		
415 Diamond St.	PI-exemption site (City Hall)	1.25	290,576.40	253901	0.87		

Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
1 Sea Hawk Way	PI - RBHS	0.75	1,990,370.80	305613	0.15		
200 N Lucia Ave.	PI - Parras Middle	0.75	478,407.20	116224	0.24		
222 N. Pacific Coast Hwy.	PI-exemption site (Currently RBUSD offices and auditorium)	1.25	222,765.60	36594	1.37		

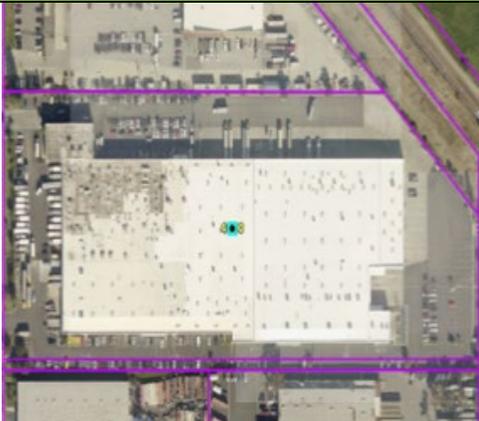
Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
1 Sea Hawk Way	PI- Parking lot at RBHS	0.75	12,639.60	0	0.00		
900 Torrance Blvd.	PI - Vacant site @ Torrance Blvd & Lucia Ave	0.75	5,220.00	0	0.00		
401 S Broadway	PI- RBFD Station 1	0.75	22,652.00	12066	0.53		

Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
815 Knob Hill Ave.	PI- Alta Vista Elem	0.75	290,576.40	71846	0.25		
801 S Pacific Coast Hwy.	PI- Kensington	0.75	145,166.00	46159	0.64		
1520 S Prospect Ave.	PI- Tulita Elem	0.75	327,763.20	63995	0.20		

Address	Existing	Proposed FAR (CC Approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
Intersectio n of Elena Ave and Avenida Del Norte	PI- Parking lot in Riviera Village	0.75	50,139.00	0	0.00		
2223 Plant Ave.	PI- Lincoln Elem	0.75	258,978.80	73861	0.29		
2000 Artesia Blvd.	PI- RB North Library	0.75	21,332.40	12904	0.37		

Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
2000 Artesia Blvd.	PI- RB North Library	0.75	13,068.00	See above	0.37		
1801 Rockefeller Ln.	PI-OS Buffer between water towers and Andrews Park	0.75	6,540.00	0	0.00		
1700 S. PCH	Mixed Use Residential/ Commercial - Legado Apartments	1.5	139,781.60	93740	0.675		

Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
1750 S. PCH	Legado Hotel	1.5	43,151.52	63,443	1.47		
2001 Artesia Blvd.	Montecito Senior Condos	1.5	26,076.00	43652	1.68		
3690 Redondo Beach Ave	Industrial Building	0.7	254,286.00	102,144	0.4		

Address	Existing Use	Proposed FAR (CC approved)	Lot Area SF	Building SF	Existing FAR	Aerial View	Street View
4000 Redondo Beach Ave.	Industrial Building	0.7	569,012.80	316,111	0.554		
1200 Beryl St.	Commercial Strip Center	0.5	232,686.00	48,698.00	0.208		

## FAR COMPARISON ANALYSIS

Address	Property Area SF	Proposed GP (w/ notes on Existing use)	Existing Building SF	Existing FAR	.75 FAR Maximum SF	1.25 FAR Maximum SF
3401 Inglewood Ave.	145,166	PI-RB Adult School	32,425	0.22	108,874	181,458
2200 Mackay Ln.	179,790	PI-Madison Elem	53,954	0.30	134,843	224,738
1717 Rockefeller Ln.	139,712	PI-Water Towers next to Andrews Park	0	0.00	104,784	174,640
1600 Green Ln.	142,555	PI-Birney Elem	45,672	0.32	106,916	178,194
2400 Grant Ave.	30,089	PI- Rbfd Station 2	10,555	0.35	22,567	37,611
2600 Ripley Ave.	1,078,249	PI - Washington Elem / Adams Middle / Schools First FCU	223,363	0.21	808,686	1,347,811
600 Harkness Ln.	344,383	PI - Jefferson Elem	82,703	0.24	258,287	430,479
525 Earle Ln.	121,812	PI - Valor Christian Academy	35,780	0.30	91,359	152,266
200 Flagler Ln.	58,239	PI - City Yard next to	9,395	0.16	43,679	72,799

## FAR COMPARISON ANALYSIS

Address	Property Area SF	Proposed GP (w/ notes on Existing use)	Existing Building SF	Existing FAR	.75 FAR Maximum SF	1.25 FAR Maximum SF
		Dominguez Park				
514 N Prospect	432,836	PI-BCHD	251,900	0.58	324,627	541,045
920 Beryl St.	188,147	PI - Beryl Height Elem	51,361	0.27	141,110	235,184
415 Diamond St.	290,576	PI- exemption site (City Hall)	185,790	0.63	217,932	363,220
1 Sea Hawk Way	1,990,370	PI - RBHS	305613	0.15	1,492,778	2,487,963
200 N Lucia Ave.	478,407	PI - Parras Middle	116224	0.24	358,805	598,009
200/222 N. Pacific Coast Hwy.	221,424	PI- exemption site (City Annex, RBUSD offices and auditorium)	47,566	0.21	166,068	276,780
1 Sea Hawk Way	12,639	PI- Parking lot at RBHS	0	0.00	9,479	15,799
900 Torrance Blvd.	5,220	PI - Vacant site @ Torrance Blvd & Lucia Ave	0	0.00	3,915	6,525

## FAR COMPARISON ANALYSIS

Address	Property Area SF	Proposed GP (w/ notes on Existing use)	Existing Building SF	Existing FAR	.75 FAR Maximum SF	1.25 FAR Maximum SF
401 S Broadway	22,652	PI- RBFD Station 1	11,070	0.49	16,992	28,315
815 Knob Hill Ave.	290,576	PI- Alta Vista Elem	71,846	0.25	217,932	363,220
801 S Pacific Coast Hwy.	143,312	PI- Kensington	82,471	0.58	107,484	179,140
1520 S Prospect Ave.	327,763	PI- Tulita Elem	63,995	0.20	245,822	409,704
Intersection of Elena Ave and Avenida Del Norte	50,139	PI- Parking lot in Riviera Village	0	0.00	37,604	62,673
2223 Plant Ave.	258,978	PI- Lincoln Elem	73861	0.29	194,234	323,723
2000 Artesia Blvd.	21,332	PI- RB North Library	12,904	0.37	15,999	26,665
2000 Artesia Blvd.	13,068	PI- RB North Library	see above	0.37	9,801	16,335
1801 Rockefeller Ln.	6,540	PI-OS Buffer between water towers and Andrews Park	0	0.00	4,905	8,175

## FAR COMPARISON ANALYSIS

Address	Property Area SF	Proposed GP (w/ notes on Existing use)	Existing Building SF	Existing FAR	.75 FAR Maximum SF	1.25 FAR Maximum SF
1700 S. PCH	139,781	Mixed Use Residential/ Commercial - Legado Apartments	93,740	0.675	104,836	174,727
1750 S. PCH	43,151	Legado Hotel	63,443	1.47	32,363	53,939
2001 Artesia Blvd.	26,076	Montecito Senior Condos	43,652	1.68	19,557	32,595
3690 Redondo Beach Ave.	254,286	Industrial Building	102,144	0.4	190,714	317,857
4000 Redondo Beach Ave.	569,012	Industrial Building	316,111	0.554	426,759	711,266
1200 Beryl St.	232,686	Commercial Strip Center	48,698.00	0.208	174,514	290,857

**RESOLUTION NO. 2024-\*\*-PCR-\*\*\***

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL CERTIFY PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT THE FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT INCLUSIVE OF ITS REFERENCED APPENDICES FOR THE “REDONDO BEACH FOCUSED GENERAL PLAN UPDATE, ZONING ORDINANCE UPDATE AND LOCAL COASTAL PROGRAM AMENDMENT”, APPROVE APPROPRIATE ENVIRONMENTAL FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPT A GENERAL PLAN AMENDMENT TO UPDATE THE CITY’S LAND USE, OPEN SPACE AND CONSERVATION, NOISE, AND SAFETY ELEMENTS WITH PROPOSED CHANGES/EDITS ATTACHED AS “EXHIBIT A” AND “EXHIBIT B”, ADOPT AMENDMENTS TO THE REDONDO BEACH MUNICIPAL CODE, TITLE 10 PLANNING AND ZONING, CHAPTER 1 SUBDIVISIONS ATTACHED AS “EXHIBIT C”, ADOPT AMENDMENTS TO THE REDONDO BEACH MUNICIPAL CODE, TITLE 10 PLANNING AND ZONING, CHAPTER 2 ZONING AND LAND USE ATTACHED AS “EXHIBIT D”, ADOPT AMENDMENTS TO THE REDONDO BEACH MUNICIPAL CODE, TITLE 10 PLANNING AND ZONING, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE ATTACHED AS “EXHIBIT E”, AND ADOPT AMENDMENTS TO THE CITY OF REDONDO BEACH’S COASTAL LAND USE PLAN OF THE LOCAL COASTAL PROGRAM ATTACHED AS “EXHIBIT F”, TO MAKE CONSISTENT AND IMPLEMENT THE GENERAL PLAN UPDATE AND CERTAIN HOUSING ELEMENT PROGRAMS.**

WHEREAS, the City’s current General Plan was adopted on May 26, 1992; and

WHEREAS, on March 29, 2016 the City Council approved the City’s three-year Strategic Plan goal to “Ensure sustainability, livability, and health by completing the General Plan update and by implementing environmentally responsible programs”; and

WHEREAS, on May 17, 2016 the City Council approved the “Request for Proposal” (RFP) for consultant services to update the General Plan and at the City Council’s direction the Community Development Department circulated the RFP to nearly 50 qualified consultants across the State; and

WHEREAS, on July 1, 2016 the City received two (2) competitive proposals from qualified consulting firms with local and pertinent experience and pursuant to the RFP a “Selection Committee” was formed and both consulting firms were interviewed on July 21, 2016; and

WHEREAS, the “Selection Committee”, consisting of the Assistant City Manager, Community Development Director, Waterfront and Economic Development Director, Public Works Director, Community Services Director, Fire Chief, and Planning Manager, after measuring the totality of the proposals against the requirements for the project per the RFP and conducting face to face interviews with each firm, recommended to the City Council to award the project to Placeworks, Inc.; and

WHEREAS, on October 4, 2016, the City Council awarded the contract for planning and environmental consulting services to Placeworks, Inc. for updates to the “Land Use Element” and “Conservation, Recreation and Parks, and Open Space Element” of the City’s General Plan and preparation of the required environmental documents; and

WHEREAS, on December 13, 2016 the City Council approved Resolution No. CC-1612-122 establishing a 27-member General Plan Advisory Committee (GPAC) to provide direct community stakeholder input to the update of the Land Use and Conservation, Recreation and Parks, and Open Space Elements of the General Plan including analysis and recommendations regarding amendments to the Mixed-Use Zoning and Development Standards, and opportunities for additional recreation, parks, and open space areas; and

WHEREAS, on February 21, 2017 pursuant to Resolution No. CC-1612-122, the Mayor and City Council selected the members of the GPAC and the City Clerk reviewed all selections and confirmed each was a resident of Redondo Beach. Two (2) members were appointed by the Mayor, one (1) of which served as the Chair, and each Council Member appointed five (5) members, three (3) of which resided in their District; and

WHEREAS, the GPAC conducted a total of twenty-eight (28) noticed public meetings since April 27, 2017, with their final meeting being held on January 31, 2024. At the final meeting, GPAC completed their discussions and recommendations for the final draft General Plan, which includes a consistently formatted, comprehensive General Plan document with a new Introduction, along with updated Goals, Policies, and Implementation Measures for the Land Use, Open Space and Conservation, Safety, and Noise Elements; and

WHEREAS, on December 19, 2017 the City Council approved the First Amendment to the Original Agreement with Placeworks, Inc. to include ten (10) additional GPAC meetings (the Original Agreement included ten (10) GPAC meetings total) to support updates to the City’s Environmental Hazards/Natural Hazards Element (proposed to be reorganized and renamed as the Safety and Noise Elements) of the General Plan, the development of the City’s Local Hazard Mitigation Plan inclusive of a “Vulnerability Assessment”, the development of the Artesia & Aviation Corridors Area Plan, and a fourth community-wide workshop (the Original Agreement included three (3) community workshops total); and

WHEREAS, on April 16, 2019 the City Council approved the Second Amendment to the Agreement with Placeworks, Inc. to include GPAC's development of draft Guiding Principles and Vision Statement and a determination to present multiple draft land use plan options at the City's first Community Meeting rather than a single preferred land use plan. Three (3) additional GPAC meetings were also included in this Second Amendment; and

WHEREAS, on March 17, 2020 the City Council approved the Third Amendment to the Agreement with Placeworks, Inc. to add budget for multiple refinements to the land use diagrams and plans to address changes in State Housing Law and the Regional Housing Needs Allocation (RHNA) allocation, and additional project administration costs. Four (4) additional GPAC meetings were also included in the Third Amendment for a total of 27 GPAC meetings; and

WHEREAS, on October 4, 2022 the City Council approved the Fourth Amendment to the Agreement with Placeworks, Inc. to address the significant RHNA requirement. This Amendment was necessary to support the multiple additional public hearings held in the Spring of 2021 and the multiple versions of buildout analyses that were required to develop and approve a draft Land Plan that could accommodate the City's RHNA and support the certification by the State Department of Housing and Community Development (HCD) of the City's 6<sup>th</sup> Cycle Housing Element (adopted July 5, 2022 and HCD certified on September 1, 2022). Additionally, this Amendment included the development of an "Introduction" section of the updated General Plan; and

WHEREAS, on February 21, 2023 the City Council approved the Fifth Amendment to the Agreement with Placeworks, Inc. to include updates to the City's Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program required to make all documents consistent with the updated General Plan and to implement the Housing Sites and Housing Element Programs. Additionally, this Amendment included a final GPAC meeting to confirm their recommended consolidated General Plan updated document, an additional community workshop prior to formal public hearings before the Planning Commission and City Council, the set up and facilitation of Konevio, an online survey/commenting software for providing comments on the draft General Plan Elements, draft Zoning Ordinance(s), and draft Local Coastal Program; and

WHEREAS, on March 12, 2024 the City Council approved the Sixth Amendment to the Agreement with Placeworks, Inc. to update the scope of the required Article XXVII traffic impact analysis and mitigation recommendations, and to update the General Plan environmental analysis resulting from the City Council's direction to study increasing the Floor Area Ratio (FAR) from 0.6 to 1.5 within the Artesia & Aviation Corridor Area Plan (AACAP). Additionally, this Amendment was necessary to cover costs related to the extended length of the project and the additional project management and team meetings necessary to cover the balance of the 2024 calendar year; and

WHEREAS, on February 29, 2024 the City's Draft General Plan document was released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document. Additionally, on March

20, 2024 City staff and Placeworks, Inc. conducted an open house meeting to present and take input on the City's Draft General Plan update. All public comments have been documented and included with materials provided to the Planning Commission during their public hearings on this matter beginning in June 2024; and

WHEREAS, on June 20, 2024 the Planning Commission held a duly noticed public meeting and received a "report" from City staff that presented an "overview" of the City's Draft General Plan Update and the associated Zoning Ordinance and Local Coastal Program Amendments. Staff's "report" included a summary of the updates to the City's Land Use Element, Open Space and Conservation Element, Safety Element, and Noise Element along with a summary of the Zoning Ordinance Amendments required to implement the Housing Element's programs and sites and for general consistency; and

WHEREAS, on August 1, 2024 the Planning Commission held a duly noticed special meeting to conduct a public hearing on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements, take testimony from staff, the public and other interested parties, and deliberate, make recommendations, and continue the public hearing to August 15, 2024. At their August 1, 2024 public hearing, the Planning Commission reached consensus on recommended proposed edits to some Land Use Element Policies and Implementation Measures that are included in the "Exhibits" of this resolution; and

WHEREAS, on August 15, 2024 the Planning Commission held a duly noticed public hearing to continue deliberations on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Element, and to take testimony from staff, the public and other interested parties, and initiate deliberations and make recommendations concerning revisions to the City's Zoning Ordinances and Local Coastal Program (LCP) required for consistency and to implement the City's Housing Element. At their August 15, 2024 continued public hearing, the Planning Commission did not make any proposed edits to the proposed zoning ordinances and local coastal program that are included in the "Exhibits" of this resolution; and

WHEREAS, on September 19, 2024 the Planning Commission held a third and final duly noticed public hearing to complete their deliberations on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements, and updates to the City's Zoning Ordinances and Local Coastal Program (LCP) required for consistency and to implement the City's Housing Element, and to take testimony from staff, the public and other interested parties, and consider the associated program Draft Environmental Impact Report; and

WHEREAS, at their September 19, 2024 public hearing the Planning Commission made the following additional recommendations all of which are either identified in the attached "Exhibits" as noted or identified in the "RESOLVE AS FOLLOWS" "SECTIONS" of this Resolution:

- 1) Amend the General Plan Floor Area Ratio (FAR) for the Public/Institutional (PI) land uses from 0.75 to 0.5 for all properties *except*: City Hall bounded by PCH, Broadway, Carnelian St, and Diamond St; The Annex site on Northeast Corner

- of PCH and Vincent St; and all City Fire and Police Station properties all of which would have an FAR of 1.25 (“Exhibit B”)
- 2) Eliminate the proposed Public/Utility (U) land use designation for the AES and SCE transmission tower corridor properties and maintain the existing land use designation of “P” Public or Institutional for these properties (“Exhibit B”)
  - 3) Amend the General Plan Floor Area Ratio (FAR) for the C-4 designated properties along Pacific Coast Highway (PCH) from 1.0 to 0.5 and develop a comprehensive plan for the PCH corridor (“Exhibit B”) and amend the FAR zoning development standards from 1.0 to 0.5 for C-4 zoned properties along PCH (RESOLVE AS FOLLOWS SECTION 5. AND SECTION 6.)
  - 4) Amend the land use designation from “OS” (Parks and Open Space) to “PI” (Public/Institutional) at the School District owned properties identified as: 1. Lincoln Elementary School Fields and Blacktop Area; 2. Alta Vista Elementary School Fields; and 3. The former Franklin School Site (“Exhibit B”)
  - 5) Within the MU Mixed-Use Zoning Districts for projects including both commercial and residential uses amend the proposed minimum commercial FAR from 0.35 to 0.4 (RESOLVE AS FOLLOWS SECTION 5. AND SECTION 6.)
  - 6) Minor additional amendment to IM-LU-44 to require the exclusive use of native California drought resistant vegetation in all housing and commercial developments (“Exhibit B”)
  - 7) Minor additional amendment to IM-LU-45 to amend the Heat Island mitigation tree coverage target percentage of 25% to 29% (“Exhibit B”)

WHEREAS, with respect to the proposed FAR for the PI designation as they apply to School District properties, the Planning Commission understands that School District properties are under the control and authority of the State and the FAR upon School District properties only applies in the event that a School District property becomes a “surplus” property or otherwise is not used by the School District for educational purposes; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.), a Draft Program Environmental Impact Report (Draft PEIR) has been prepared and was presented to the Planning Commission at the same time as the final draft of the General Plan Update, Zoning Ordinance Amendments, Zoning Ordinance for the Coastal Zone Amendments, and Local Coastal Program Amendments; and

WHEREAS, the overall purpose of the program Draft PEIR is to inform the City, responsible agencies, decision makers, and the public about the potential environmental effects resulting from full implementation of the proposed Redondo Beach General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program amendments that are required for consistency purposes; and

WHEREAS, the Draft PEIR addresses effects that may be significant and adverse; evaluates alternatives to the project; and identifies mitigation measures and alternatives to reduce or avoid identified potentially significant impacts; and

WHEREAS, included as an appendix to the Draft PEIR, Appendix A Buildout Methodology, explains the buildout assumptions and methodologies utilized for projecting the potential growth in the City over the next 25 years to the horizon year of the General Plan Update of 2050; and

WHEREAS, on August 1, 2024 an “Amended Notice of Availability of a Draft Environmental Impact Report” was issued to advise the public and interested parties that the City of Redondo Beach Planning Division has released the Draft PEIR addressing potential impacts associated with the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment (proposed project) for a 47-day review period beginning on August 1, 2024, and ending on September 16, 2024; and

WHEREAS, at the time of the release of RESOLUTION NO. 2024-\*\*-PCR-\*\*\* on September 13, 2024 XX comments on the Draft PEIR have been received; and

WHEREAS, multiple technical studies, environmental scoping meetings, community surveys, public meetings and workshops with the GPAC, the general public, the Planning Commission, and the City Council since 2016 have all served to engage and inform the general public including residents, business owners/operators, and other interested parties and have shaped the resulting draft General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program amendments required for implementing the Housing Element and consistency.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

SECTION 2. FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT. The Planning Commission recommends that the City Council, in the exercise of its independent judgment and pursuant to CEQA, certify the Final Program Environmental Impact Report, inclusive of its referenced appendices for the “Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment”, and Approve appropriate Environmental Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. The Draft PEIR inclusive of its referenced appendices is attached as a “Link” within “Exhibit A”.

SECTION 3. CITY OF REDONDO BEACH GENERAL PLAN. The Planning Commission recommends that the City Council adopt a General Plan Amendment to Update the City’s Land Use, Open Space and Conservation, Noise, and Safety Elements with proposed

changes/edits attached as “Exhibit B”. The proposed Land Use, Open Space and Conservation, Noise, and Safety Elements are included as a “Link” within “Exhibit B”.

SECTION 4. TITLE 10 PLANNING AND ZONING, CHAPTER 1 SUBDIVISIONS. The Planning Commission recommends that the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 1 Subdivisions attached as “Exhibit C”.

SECTION 5. TITLE 10 PLANNING AND ZONING, CHAPTER 2 ZONING AND LAND USE. The Planning Commission recommends that the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use attached as “Exhibit D” with the following additional recommendations: Amend the FAR zoning development standards from 1.0 to 0.5 for C-4 zoned properties along Pacific Coast Highway (PCH); Within the MU Mixed-Use Zoning Districts for projects including both commercial and residential uses amend the proposed minimum commercial FAR from 0.35 to 0.4.

SECTION 6. TITLE 10 PLANNING AND ZONING, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE. The Planning Commission recommends that the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance attached as “Exhibit E” with the following additional recommendations: Amend the FAR zoning development standards from 1.0 to 0.5 for C-4 zoned properties along Pacific Coast Highway (PCH); Within the MU Mixed-Use Zoning Districts for projects including both commercial and residential uses amend the proposed minimum commercial FAR from 0.35 to 0.4.

SECTION 7. CITY OF REDONDO BEACH LOCAL COASTAL PROGRAM. The Planning Commission recommends that the City Council adopt amendments to the City of Redondo Beach’s Coastal Land Use Plan of the Local Coastal Program attached as “Exhibit F”.

SECTION 8. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 9. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this General Plan Amendment to Update the City’s Land Use, Open Space and Conservation, Noise, and Safety Elements, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 1 Subdivisions, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance, and amendments to the City of Redondo Beach’s Coastal Land Use Plan of the Local

Coastal Program is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions. The City Council shall declare that it would have passed this General Plan Amendment to Update the City's Land Use, Open Space and Conservation, Noise, and Safety Elements, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 1 Subdivisions, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance, and amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

FINALLY RESOLVED, that the Planning Commission forward a copy of this resolution to the City Council so the Council will be informed of the action of the Planning Commission.

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of September, 2024.

---

Gale Hazeltine, Chair  
Planning Commission  
City of Redondo Beach

ATTEST:

STATE OF CALIFORNIA        )  
COUNTY OF LOS ANGELES    )     SS  
CITY OF REDONDO BEACH     )

I, Marc Wiener, Community Development Director of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2024-\*\*-PCR-\*\*\* was duly passed, approved, and adopted by the Planning Commission of the City of Redondo Beach, California, at an adjourned regular meeting of said Planning Commission held on the 19<sup>th</sup> day of September, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Marc Wiener, AICP  
Community Development Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

## “Exhibit A” DEIR Link

The Planning Commission recommends that the City Council, in the exercise of its independent judgment and pursuant to CEQA, certify the Final Program Environmental Impact Report, inclusive of its referenced appendices for the “Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment”, and Approve appropriate Environmental Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. The Draft PEIR inclusive of its referenced appendices is attached as a “Link” herein below within this “Exhibit A”.

[Draft Program Environmental Impact Report \(DPEIR\)](#)

[Draft Program Environmental Impact Report Appendices](#)

## RESOLUTION NO. 2024-\*\*-PCR-\*\*\* “EXHIBIT B”

The Planning Commission recommends that the City Council adopt a General Plan Amendment to Update the City’s Land Use, Open Space and Conservation, Noise, and Safety Elements. The proposed Land Use, Open Space and Conservation, Noise, and Safety Elements recommended for approval are included as “Links” (inclusive of its Appendices) within this “Exhibit B”. Below the “Links” are the Planning Commissions proposed changes/edits.

[Redondo Beach General Plan \(Cover with Table of Contents\)](#)  
[Introduction – Including “Vision 2050” and “Guiding Principles”](#)

[Land Use Element](#)

[Open Space and Conservation Element](#)

[Safety Element](#)

[Noise Element](#)

[Appendix A: Buildout Methodology](#)

[Appendix B: Implementation Plan](#)

The following are proposed changes/edits to the Draft “Land Use Element” for the City Council’s consideration as recommended by the Planning Commission at their public hearings on August 1, 2024 and September 19, 2024. Proposed added language is shown as underlined and proposed edited language is shown as ~~strikethrough~~.

### 1. LAND USE ELEMENT GOAL LU-1 BALANCE

*Add language to Policy LU-1.11 to reflect the need for additional parkland in support of the potential increased population envisioned by the City’s Housing Element.*

Policy LU-1.11 **Creation And Distribution of Parkland.** Promote the creation of new open space and community serving amenities throughout Redondo Beach to achieve minimum parkland standards and to keep pace with the increase in multi-unit housing development. This policy includes specific prioritization of opportunities at the current power plant site and powerline right of ways. Additionally, the City will prioritize opportunities for parkland expansion in park-deficient areas. The Housing Element indicates there will be 9,400 new residents by 2040 with full development build out. If Redondo Beach does not increase its park acreage (current total equals 148.8 acres), instead of current 3.1 acres per 1,000 residents (low ratio by many standards) the City will only have 1.9 acres per 1,000 residents. Locating additional parkland sites is essential for the city to maintain its existing parkland ratio.

### 2. LAND USE ELEMENT GOAL LU-2 IDENTITY

*Add a new policy to support remediation of abandoned structures.*

Policy LU-1.15 Abandoned Residential and Non-Residential Structures. Take action to require abandoned structures be secured, safe, and not a blight.

### 3. LAND USE ELEMENT GOAL LU-3 COMPATIBILITY

*Add a new policy to regulate future "Co-Living" developments.*

Policy LU-3.12 Co-Living. Update the municipal code to establish requirements/standards for co-living in residential and multifamily zones; define co-living, parking standards, master lease, hosting platform regulations and definition, development standards for multifamily buildings.

### 4. LAND USE ELEMENT GOAL LU-5 ENVIRONMENTAL SUSTAINABILITY

*Add a new policy to support the City's water management goals.*

Policy LU-5.10 Develop a Green Infrastructure Plan. Green infrastructure is an approach to water management that protects, restores, or mimics the natural water cycle. Green infrastructure is effective, economical, and enhances community safety and quality of life. It means planting trees and restoring wetlands, rather than building a costly new water treatment plant.

*Add a new policy to support the City's overall Environmental Sustainability goals through outreach and education.*

Policy LU-5.11 Civic Engagement. Provide education, materials, and volunteer opportunities to the community explaining the value of environmental sustainability.

*Add language to Policy LU-7.1 to support the City's future Historic Preservation efforts.*

Policy LU-7.1 Historic landmarks and districts. Encourage the voluntary designation of potentially historic resources as landmarks or historic districts. Strengthen the City's objective identification of potentially historic buildings, resources, landmarks or historic districts in residential, commercial, public/institutional, and industrial zones.

*Amend the Floor Area Ratio (FAR) "Maximum Density/Intensity" within Table 2.1: General Plan Land Use Designations within the Land Use Element for the Public/Institutional (PI) land uses as follows.*

"Max FAR 0.75 0.50 for all properties except: Max. FAR 1.25 at City Hall bounded by PCH, Broadway, Carnelian St, and Diamond St; Max FAR 1.25 at the Annex site on Northeast Corner of PCH and Vincent St and all City Fire and Police Station properties Subject to Planning Commission Design Review

*Amend the Public/Utility (U) land use designation within Table 2.1: General Plan Land Use Designations and amend Figure 2.1: Land Use Plan as follows.*

Eliminate the Public/Utility (U) land use designation and maintain the existing land Use Designation of “P” Public or Institutional for the AES and SCE transmission tower corridor properties

*Amend the Floor Area Ratio (FAR) “Maximum Density/Intensity” within Table 2.1: General Plan Land Use Designations for the C-4 designated properties along Pacific Coast Highway (PCH) as follows.*

“FAR 1.00 for all C-4 properties except: FAR 0.5 for C-4 properties along Pacific Coast Hwy (PCH) and develop a comprehensive plan for the PCH corridor

*Amend the General Plan Land Use Designation from “OS” (Parks and Open Space) to “PI” (Public/Institutional) at the School District owned properties identified as: 1. Lincoln Elementary School Fields and Blacktop Area; 2. Alta Vista Elementary School Fields; and 3. The former Franklin School Site*

The following are proposed changes/edits to the Draft “Appendix B – General Plan Implementation” document for the City Council’s consideration as recommended by the Planning Commission at their public hearings on August 1, 2024 and September 19, 2024. Proposed added language is shown as underlined and proposed edited language is shown as ~~strike through~~.

Land Use Element Implementation Actions				
Implementation Action	Applicable Policy	Responsible Department	Time Frame	
IM-LU-14	<b>Redondo Beach objective design standards and applicant guidelines.</b> Update the residential design guidelines that direct architectural design, building siting and orientation, neighborhood identity including monumentation, wayfinding, placemaking elements, and other public realm features for mixed-use areas, transit-oriented higher intensity areas, and residential overlays. <u>Ensure that design guidelines are sensitive to the context of the surrounding neighborhood.</u>	LU-2.2, <u>LU-2.3</u> , LU-2.5, LU-2.6, LU-2.8, <u>LU-3.2</u> , <u>LU-3.3</u> , LU-3.5, LU-6.14	Community Development	Short, on-going. <u>The Objective Design Standards will be reviewed every two years.</u>
IM-LU-34	<b>Public noticing and education.</b> Review and evaluate existing public noticing requirements for development projects to ensure adequate public awareness. <u>Develop a public education and outreach plan for land use related issues which can be iterated and utilized throughout the year.</u>	LU-3.11	Community Development	Short term
IM-LU-37	<b>Health in corridors.</b> Require a Health Risk Assessment to identify best practices to minimize air quality and noise impacts when considering new residential uses within 500 feet of a freeway. <u>Continue to use appropriate risk assessment standards.</u>	LU-4.2	Community Development	Short term

“EXHIBIT B” - General Plan Update Links and PC Modifications

IM-LU-39a	<b>Harbor amenities plan.</b> Implement the Harbor Amenities Plan. The Harbor Amenities Plan serves to promote and enhance the City’s coastal amenities and provide improved coastal access and coastal recreational opportunities.	LU-4.3	Community Development and Waterfront Economic Development	Short, Mid Term
IM-LU-42	<b>CAP.</b> Continue to implement the strategies identified in the City of Redondo Beach Climate Action Plan (CAP). Update the City’s existing Climate Action Plan.	LU-5.2, LU-5.5, LU-5.6	Community Development, Public Works	Short, on-going
IM-LU-44	<b>Landscaping.</b> Evaluate the potential of <del>establishing landscape design criteria/guidelines that</del> Require the exclusive use of native California and drought resistant vegetation in all housing and commercial developments.	LU-5.2, LU-5.5	Community Development	Short term
IM-LU-45	<b>Urban Forest.</b> Continue to investigate the development of an urban forest ordinance to provide for the consistent use of street trees to identify City streets, neighborhoods, commercial districts, and community gateways, consistent with the City’s list of approved tree species. Conduct a survey of public streets, and identify areas where street trees do not exist, but could be supported. Partner with community groups and seek funding to expand the urban forest in these areas, with priority given to areas identified as park-deficient in the Parks Master Plan or Open Space and Conservation Element. Conduct an accurate count of tree acreage (percentage of the City’s total area) with a goal of establishing a tree coverage target percentage of 29%.	LU-5.8, LU-5.9	Public Works, Community Development	Mid term
IM-LU-46a	<b>Heat island mitigation.</b> Develop a “heat island” mitigation plan that includes guidelines for cool roofs, cool pavements, and strategically placed shade trees. Require all new development and major rehabilitation (i.e., additions of 25,000 square feet of office/retail commercial or 50,000 square feet of industrial floor area) projects to incorporate any combination of the following strategies to reduce heat gain for 50 percent of the non-roof impervious site landscape, which includes roads, sidewalks, courtyards, parking lots, and driveways: shaded within five years of occupancy; paving materials with a Solar Reflectance Index (SRI) of at least 29; open grid pavement system; and parking spaces underground, under deck, under roof, or under a building. Any roof used to shade or cover parking must have an SRI of at least 29.	LU-5.6	Community Development and Public Works	Mid Term
IM-LU-46b	<b>Green infrastructure plan.</b> Update Municipal Code to include regulations for green roofs, vertical meadows, retention wells/ponds, rain gardens, curb cuts for bioswales, and permeable surfaces.	LU-5.10	Community Development and Public Works	Mid Term
IM-LU-46c	<b>Environmental sustainability civic engagement plan.</b> Development an education and public outreach environmental sustainability plan in partnership with local environmental non-profit organizations.	LU-5.11	Community Development and Public Works	Mid Term

“EXHIBIT B” - General Plan Update Links and PC Modifications

IM-LU-60	<p><b>Historic properties.</b> Update, expand, and periodically update the Citywide Historic Properties Survey to identify potential historic resources for placement on local Register and those that are at risk of losing their historic value. Include details documenting architecturally significant features that could be salvaged and reused. Consider including historically significant public landscape features, including specimen trees be designated as landmarks and preserved.</p>	LU-2.1, <u>LU-7.1</u> , LU-7.3, LU-7.4, LU-7.9	Community Development	Short term
IM-LU-66	<p><b>Historic preservation ordinance.</b> Update and periodically review the historic preservation ordinance to incorporate findings of the updated Historic Resources Survey. <u>Develop the City processes and ordinances to objectively designate historic buildings, resources, landmarks, and historic districts. Develop the City processes and ordinances required to protect and preserve historic buildings, resources, landmarks, and historic districts that have been designated as historic.</u></p>	LU-7.9	Community Development	Short term
IM-LU-67	<p><b>Special Policy Areas.</b> Identify and prioritize which special policy areas would most benefit from an area plan, specific plan, or corridor plan. As resources permit, develop and implement identified plans in order of priority. Resulting plans may include, but are not limited to the following, as appropriate for each area:</p> <ul style="list-style-type: none"> <li>• Strategies to promote desired reinvestment and redevelopment;</li> <li>• Regulations, and design standards with consideration of the character, history and uniqueness of existing corridors and neighborhoods. (Including standards that minimize impact of higher intensity development near established neighborhoods, and minimize viewshed impacts of new development on established neighborhoods)</li> <li>• A public realm plan to achieve a unified vision for long-term improvements to streets, sidewalks, plazas, other public spaces, and placemaking elements including landscaping palettes that uniquely identify unique commercial districts and residential neighborhoods in the City.</li> <li>• Public improvement priorities and pilot projects for inclusion in the City's Capital Improvement Program.</li> <li>• Strategies to integrate improvements that facilitate transit use.</li> </ul> <p><u>Prioritize Special Policy Areas PCH North (SPA-5A), PCH Central (SPA-5B), and Torrance Blvd. (SPA-5C) for revitalization and beautification and establish parking ratio and increased FAR standards consistent with the AACAP.</u></p>	SPA-1, SPA-4, SPA-5, SPA-6, SPA-7	Community Development	Short, Mid term

“EXHIBIT B” - General Plan Update Links and PC Modifications

IM-OS-11	<p><del>Turf. Conduct a study to identify the appropriate use, application, and regulations for the installation and maintenance of artificial turf and update the development code to reflect findings. Prohibit the installation of new artificial turf and update the Municipal Code accordingly. Incentivize replacement of turf with natural materials.</del></p>	OS-1.9, OS-6.3	Community Development	Mid term
----------	--	----------------	-----------------------	----------

# Proposed Amendments to Title 10, Chapter 1 of the Municipal Code.

## Amendments to Chapter 1, Subdivisions

### Amendments to Article 5, Tentative Maps

#### Section 10-1.504 Decisions and reports

Section 10-1.504, Decisions and reports will be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Subdivision of not more than three parcels or ~~three parcels or 15~~ condominium units on any lot ~~and involving no more than two or combination of adjacent lots~~. If the Community Development Director, or his/her assigned, finds that the map for a subdivision of not more than ~~three parcels or three parcels or 15~~ condominium units on any lot ~~and involving no more than two or combination of adjacent~~ lots meets the requirements of this chapter and the Map Act, the Community Development Director, or his/her assigned, shall approve a map of the subdivision within 50 days after the certification of the environmental impact report, adoption of a negative declaration, or a determination by the City that the project is exempt from the requirements of the California Environmental Quality Act. If the Community Development Director, or his/her assigned, finds that the map does not meet the requirements of this chapter or the Map Act, the Community Development Director, or his/her assigned, shall disapprove or conditionally approve the map within such time. Dedications and reservations of property and on-site and off-site improvements may be required by the Community Development Director, or his/her assigned, as a condition of approval as authorized by the Subdivision Map Act and this chapter. Written notice of the decision shall be given to the subdivider.

- ~~(1) Appeals to the Commission. The decision of the Community Development Director shall be final and conclusive unless, within 10 days after the date of the written notice of decision, the subdivider files a written appeal with the Planning Division requesting a public hearing before the Commission. Notice of public hearing before the Commission to consider an appeal of the decision of the Community Development Director shall be mailed to the subdivider not less than 10 days prior to the date of such hearing. The Commission shall hear the testimony of the subdivider or any witnesses on behalf of the subdivider and information provided by the Community Development Director. The Commission may also hear the testimony of other persons interested in the matter. Upon the conclusion of the hearing, or no later than the date of the next regular Commission meeting, the Commission shall declare its findings, based upon the testimony and documents before it. The Commission may sustain, modify, reject, or overrule any action of the Community Development Director and may make such findings and determinations as are not inconsistent with the provisions of the Map Act or this chapter. The action of the Commission may be appealed to the Council pursuant to Section ~~10-1.506~~ of this article.~~

Subsection (b) will be amended to read:

- (b) Subdivisions of four or more parcels or ~~of four or more parcels or~~ creating 16 condominium units or more on any lot or combination of lots ~~or a subdivision involving more than two adjacent lots~~. In the case of subdivisions of four or more parcels or creating 16 or more condominium units on any lot or combination of lots ~~or a subdivision involving more than two adjacent lots~~, the Commission shall review the

recommendations and, if it finds that the map meets the requirements of this chapter and the Map Act, the Commission shall approve the map of the subdivision within 50 days after certification of the environmental impact report, adoption of a negative declaration, or a determination by the City that the project is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, unless such time is extended by mutual agreement with the subdivider in accordance with Government Code Section 65957. If the Commission finds that the map does not meet the requirements of this chapter or the Map Act, the Commission shall disapprove or conditionally approve the map within such time.

*Section 10-1.1010 Community Development Director or Commission decisions*

*Section 10-1.1010, Community Development Director or Commission decisions will be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Subdivision of not more than three parcels or 15 condominium units on any lot ~~and involving no more than two adjacent or combination of lots.~~ If the Community Development Director, or his/her assigned, finds that the parcel map for a subdivision of not more than three parcels or 15 condominium units on any lot ~~and involving no more than two adjacent or any combination of lots~~ meets the requirements of this chapter and the Map Act, the Community Development Director, or his/her assigned shall approve the parcel map within 50 days after the certification of the environmental impact report, adoption of a negative declaration, or a determination by the City that the project is exempt from the requirements of the California Environmental Quality Act. If the Community Development Director, or his/her assigned, finds that the parcel map does not meet the requirements of this chapter or the Map Act, the Community Development Director shall disapprove or conditionally approve the parcel map within such time. Dedications and reservations of property and on-site and off-site improvements may be required by the Community Development Director as a condition of approval as authorized by the Subdivision Map Act and this chapter. Written notice of the decision shall be given to the subdivider.
  - (1) Appeals to the Commission. The decision of the Community Development Director may be appealed to the Commission in the manner as provided in Section 10-1.504(a)(1)10-1.504(a)(1) of this chapter.

*Subsection (b) will be amended to read:*

- (b) Subdivision of four or more parcels or 16 condominium units on any lot or ~~a subdivision involving more than two adjacent combination of lots.~~ In the case of subdivisions of four or more parcels or 16 condominium units on any lot or ~~a subdivision involving more than two adjacent combination of lots,~~ the Commission shall review the recommendations and testimony and, if the Commission finds that the parcel map meets the requirements of this chapter and the Map Act, it shall approve the parcel map within 50 days after certification of the environmental impact report, adoption of a negative declaration, or a determination by the City that the project is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, unless such time is extended by mutual agreement with the subdivider in accordance with Government Code Section 65957. If the Commission finds that the map does not meet the requirements of this chapter or the Map Act, it shall disapprove or conditionally approve the parcel map within such time.

**The Planning Commission recommends that the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use inclusive of the proposed Zoning Map included as a “Link” within this “Exhibit D”. Below the “Link” are the Planning Commissions recommended Zoning Ordinance amendments. Additional Planning Commission recommended changes to the Zoning Ordinance amendments within this “Exhibit D” are included in Planning Commission RESOLUTION NO. 2024-\*\*-PCR-\*\*\***

September 2024 Draft Zoning Map with "Current Zoning", "Proposed Zoning", and "Current Zoning Areas of Change" (Download Documents Here)

# Proposed Amendments to Title 10, Chapter 2 of the Municipal Code.

---

## Amendments to Chapter 2, Zoning and Land Use

### Amendments to Article 1, General Provisions

#### *Section 10-2.300, Designation of Zones:*

*Section 10-2.303, Designation of Zones will be revised (shown as strike through and underlined text) as follows:*

*Subsection (b) paragraph (2) will be amended to read:*

- (b) Commercial.
  - (2) C-2 ~~and CN~~ Commercial Zones: C-2, C-2A, C-2B, and C-2-PD.

*Subsection (c) paragraphs (2) and (3) will be amended to read:*

- (c) Mixed Use.
  - ~~(2) MU-2 Mixed Use Zone~~
  - (3) MU-3 Mixed Use Zones: MU-3, MU-3A, ~~MU-3B~~, and MU-3C.

*Subsection (f) will be amended to read:*

- (f) Overlay Zones.
  - (1) (H) Historic Overlay Zone.
  - (2) (PLD) Planned Development Overlay Zone.
  - (3) (MU) Mixed-Use Overlay Zone.
  - (4) (RIV) Riviera Village Overlay Zone.
  - (5) (AHO) Affordable Housing Overlay Zone.
  - (6) (IF) Industrial Flex Overlay Zone.

#### *Section 10-2.402, Definitions:*

*The following definitions will be added to or revised (shown as strike through and underlined text) within Section 10-2.402, Definitions:*

...

“Affordable Housing Overlay (AHO) Project” shall mean a development project proposed or developed within an affordable housing overlay zone that qualifies to use the optional standards of the AHO zone and elects to do so. Qualifying projects must meet the requirements of either a Tier 1 or Tier 2 project as follows:

- (1) Tier 1. Any project within an AHO zone with a residential component, including transitional housing, supportive housing, and employee housing, that occupies at least 50 percent of the total floor area in the project site.
- (2) Tier 2. Any project within an AHO zone that meets the requirements of Tier 1 and also provides at least 20 percent of units affordable to lower-income households. Low Barrier Navigation Centers also qualify as a Tier 2 projects.

...

“Affordable Housing Overlay (AHO) Site” shall mean a site identified in the Housing Element of the General Plan that would be rezoned with an “Affordable Housing Overlay” and represented in the Land Use Element by the residential overlay (-R) General Plan land use designation. On these sites, qualifying AHO Projects may elect to use the regulations and standards of the AHO zone rather than those of the underlying zone. AHO sites include the following sites identified on the Land Use Plan of the General Plan:

- (1) North Tech
- (2) South of Transit Center
- (3) South Bay Marketplace
- (4) Kingsdale
- (5) 190<sup>th</sup> Street, and
- (6) FedEx

...

“Employee housing” shall mean qualified employee housing providing accommodation for six or fewer employees, pursuant to the Health and Safety Code Section 17021.5(b).

...

“Family” shall mean an individual or two or more persons, ~~related by blood, marriage, or adoption, or a group of not more than five persons, excluding servants, who need not blood, marriage, or adoption, living together in a living together in a dwelling unit, with common access to and common use of all living, kitchen, and eating areas within a dwelling unit,~~ but not including limited residential care facilities.

...

"Floor area, gross." In calculating gross floor area, all horizontal dimensions shall be taken from the exterior faces of walls, including covered enclosed porches, but not including the area of inner courts or shaft enclosures.

- (a) Uses in nonresidential zones. Gross floor area shall mean the floor area of the ground floor and any additional stories, and the floor area of mezzanines, lofts, and basements of a structure. Gross floor

area shall not include any area used exclusively for vehicle parking and loading, enclosed vertical shafts, or elevators.

- (b) Residential uses in "R" residential zones. Gross floor area shall mean the floor area of the ground floor and any additional stories of all buildings on the lot including accessory buildings. The gross floor area shall include mezzanines and lofts, and garages. Gross floor area shall not include decks, balconies, attics, basements where the finished first floor above the basement (or the roof of the basement where there is no first floor above) is no more than two feet above the existing grade or finished grade, whichever is lower, within the front 40 feet of the lot, or basements not located within the front 40 feet of the lot.
- (c) Mixed uses in mixed use and AHO zones. Gross floor area shall mean the floor area of the ground floor and any additional stories of all buildings on the lot including accessory buildings. The gross floor area shall include mezzanines, and lofts. Gross floor area shall not include decks, balconies, attics, basements where the finished first floor above the basement (or the roof of the basement where there is no first floor above) is no more than two feet above the existing grade or finished grade, whichever is lower, within the front 40 feet of the lot, or basements not located within the front 40 feet of the lot. Gross floor area shall not include any area used exclusively for vehicle parking and loading, enclosed vertical shafts, or elevators.

...

“Household” shall mean a family living together in a single dwelling unit, with a common access to, and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit all the people who occupy a housing unit. A household includes all related and unrelated people, who share the dwelling unit. A person living alone in a dwelling unit, or a group of unrelated people sharing a dwelling unit are also counted as a household.

...

“Household, lower income” shall mean a household making up to 80 percent of the area median income (AMI) as defined by the California Department of Housing and Community Development (HCD).

...

“Low barrier navigation center” shall mean a housing first, low barrier, temporary, service-enriched shelter focused on helping homeless individuals and families to quickly obtain permanent housing. Low barrier includes best practices to reduce barriers to entry, such as allowing partners, pets, storage of personal items, and privacy.

...

“Mixed use, horizontal” shall mean a project that combines different types of uses within multiple single-use buildings that offer complementary functions as a horizontal mixed use (HMU) project. A HMU project may include apartment buildings, businesses and retail stores all located within the same development site and operating as a cohesive district.

...

“Mixed use, vertical” shall mean a project that combines different types of uses within the same building as a vertical mixed use (VMU) project. A VMU project might include a building with commercial uses on the ground floor and residential or office uses on higher floors.

...

“Residential care facility, limited” shall mean 24-hour non-medical care for six or fewer persons in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those services and facilities licensed by the State of California.

...

“Single room occupancy (SRO) housing” shall mean an efficiency unit that (1) is occupied as a primary residence and (2) is subject to state landlord-tenant law pursuant to chapter 2 (commencing with section 1940) of Title 5 of part 4 of division 3 of the Civil Code. The term also includes a unit in an “SRO Project” as described in Title 4 California Code of Regulations Section 10325(g)(3)(H).

...

“Supportive housing” shall mean housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community (as defined by Government Code Section 65582).

...

“Target population” shall mean persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for service provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

...

“Transitional housing” shall mean a building or buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculation of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six (6) months from the beginning of the assistance (as defined by Section 50675.2 of the Health and Safety Code).

...

## Amendments to Article 2, Zoning Districts

### *Section 10-2.500 Specific Purposes, R-1 and R-1A single-family residential zones*

*Section 10-2.500 Specific Purposes, R-1 and R-1A single-family residential zones shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Provide residential areas to be developed exclusively for single-family dwellings, including those units used as transitional housing, supportive housing or employee housing, subject to appropriate site and design standards, consistent with the General Plan and with the standards of public health, safety, and welfare established by the Municipal Code;

### *Section 10-2.501 Land use regulations: R-1 and R-1A single-family residential zones.*

*The following uses will be added (shown as underlined text) to the table as noted below:*

Classifications	R-1	R-1A	Additional Regulations See Sections:
<b>Residential Uses</b>			
<u>Supportive housing</u>	<u>P</u>	<u>P</u>	<u>10-2.1638</u>
<u>Transitional housing</u>	<u>P</u>	<u>P</u>	
<u>Employee housing</u>	<u>P</u>	<u>P</u>	

*Section 10-2.510 Specific Purposes, R-2, R-3A, RMD, and RH multiple-family residential zones.*

*Section 10-2.510 Specific Purposes, R-2, R-3A, RMD, and RH multiple-family residential zones shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Provide appropriately located areas for multiple-family residential development, including those units used as transitional housing, supportive housing or employee housing consistent with the General Plan, and with the standards of public health, safety, and welfare established by the Municipal Code;

*Section 10-2.511, Land use regulations: R-2, R-3, RMD, and RH multiple-family residential zones.*

*The following uses and note will be revised and added (shown as strike through and underlined text) to the table as noted below:*

Classifications	R-2	R-3	R-3A	RMD	RH-1	RH-2	RH-3	Additional Regulations See Section:
<b>Residential Uses</b>								
<u>2-<del>3</del>15</u> residential units on a lot*	P	P	P	P	P	P	P	10-2.1608
<u>4<del>16</del></u> or more residential units on a lot*	C	C	C	C	C	C	C	10-2.1608
<u>Supportive housing</u>	<u>P</u>	<u>10-2.1638</u>						
<u>Transitional housing</u>	<u>P</u>							
<u>Employee housing</u>	<u>P</u>							

\*Maximum number of units per each Zone is established by the applicable Zone’s development standards.

*Section 10-2.513 Development standards: R-2 low density multiple-family residential zone*

*Section 10-2.513 Development standards: R-2 low density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (b) will be amended to read:*

- (b) Permitted lot combinations. Two or more lots may be combined only when all of the requirements of subsections (b)(1) and), (b)(2) of this section are satisfied. ~~(This subsection is not intended to permit the combination of two or more typical or standard sized lots or to permit developments of a mass and scale inconsistent with the character of the neighborhood.)~~
  - ~~(1) One of the following conditions exists:
 
    - a. One or more of the lots is less than 5,000 square feet in area, or
    - b. One or more of the lots has no legal access from a public street or alley, or
    - c. One or more of the lots is subject to other unique circumstances such as unusual lot size, shape or topography, and the combining of the lots will help achieve an improved development more consistent with the character of development in the neighborhood;~~
  - (1) A parcel map is approved pursuant to the standards and requirements set forth in Chapter 1, Title 10 of the Municipal Code and the Subdivision Map Act; and
  - (2) The proposed combination is brought in connection with an applications for Administrative Design Review ~~for projects processing 15 units or fewer, or Planning Commission Design Review~~ and a Conditional Use Permit for a development greater than 15 units consistent with the development standards applicable to the zone.

*Section 10-2.514 Development standards: R-3 low density multiple-family residential zone*

*Section 10-2.514 Development standards: R-3 low density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (b) will be amended to read:*

- (b) Permitted lot combinations. Two or more lots may be combined only when all of the requirements of subsections (b)(1) and (b)(2) of this section are satisfied.
  - ~~(1) One of the following conditions exists:~~
    - ~~a. One or more of the lots is less than 5,000 square feet in area, or~~
    - ~~b. One or more of the lots has no legal access from a public street or alley, or~~
    - ~~c. One or more of the lots is subject to other unique circumstances such as unusual lot size, shape or topography, and the combining of the lots will help achieve an improved development more consistent with the character of development in the neighborhood;~~
  - (1) A parcel map is approved pursuant to the standards and requirements set forth in Chapter 1, Title 10 of the Municipal Code and the Subdivision Map Act; and
  - (2) The proposed combination is brought in connection with an applications for Administrative Design Review Administrative Design Review for projects processing 15 units or fewer, ~~or Planning Commission Design Review~~ and a Conditional Use Permit for a development greater than 15 units consistent with the development standards applicable to the zone.

*Section 10-2.515 Development standards: R-3a low density multiple-family residential zone*

*Section 10-2.515 Development standards: R-3a low density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (b) will be amended to read:*

- (b) Permitted lot combinations. Two or more lots may be combined only when the following are satisfied.
  - ~~(1) The front lot line of the combined lots shall not exceed 100 feet,~~
  - (1) A parcel map is approved pursuant to the standards and requirements set forth in Chapter 1, Title 10 of the Municipal Code and the Subdivision Map Act; and
  - (2) The proposed combination is brought in connection with an applications for Administrative Design Review for projects processing 15 units or fewer, ~~or Planning Commission Design Review~~ and a Conditional Use Permit for a development greater than 15 units consistent with the development standards applicable to the zone.

*Section 10-2.516 Development standards: RMD medium density multiple-family residential zone*

*Section 10-2.516 Development standards: RMD medium density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (b) will be amended to read:*

- (b) Permitted lot combinations. Two or more lots may be combined provided that the following requirements are satisfied:
  - (1) A parcel map is approved pursuant to the standards and requirements set forth in Chapter 1, Title 10 of the Municipal Code and the Subdivision Map Act; and
  - (2) The proposed combination is brought in connection with application an applications for Administrative Design Review for projects processing 15 units or fewer, ~~or Planning Commission~~

~~Design Review~~ and a Conditional Use Permit for a development greater than 15 units consistent with the development standards applicable to the zone.

**Section 10-2.517 Development standards: RH-1 high density multiple-family residential zone.**

Section 10-2.517 Development standards: RH-1 high density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ 1,452 square feet of lot area.

**Section 10-2.518 Development standards: RH-2 high density multiple-family residential zone.**

Section 10-2.518 Section 10-2.519 Development standards: RH-2 high density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ 1,452 square feet of lot area.

**Section 10-2.519 Development standards: RH-3 high density multiple-family residential zone.**

Section 10-2.519 Development standards: RH-3 high density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Lot area per dwelling unit.
  - (1) The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ 1,452 square feet of lot area.
  - (2) Minimum lot area per dwelling unit. The minimum number of dwelling units permitted on a lot that is listed in Table B-2 in the 2021-2029 Housing Element shall be no less than one unit for each 2,179 square feet of lot area.

**Section 10-2.530 Specific Purposes, R-MHP mobile home park zone.**

Section 10-2.530 Specific Purposes, R-MHP mobile home park zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Maintain and permit improvements to the existing mobile home park, including those units used as transitional housing, supportive housing or employee housing, consistent with the General Plan and with the standards of public health, safety, and welfare established by the Municipal Code;

**Section 10-2.531, Land use regulations: R-MHP mobile home park zone.**

The following uses will be added (shown as underlined text) to the table as noted below:

Classifications	R-MHP	Additional Regulations See Section:
<b>Residential Uses</b>		
<u>Supportive housing</u>	<u>P</u>	<u>10-2.1638</u>
<u>Transitional housing</u>	<u>P</u>	
<u>Employee housing</u>	<u>P</u>	

*Section 10-2.620, Land use regulations: C-2, C-2A, and C-2B commercial zones, and C-2-PD pedestrian-oriented commercial zone.*

The following uses will be added (shown as underlined text) to the table as noted below:

Classifications	C-2	C-2A	C-2B	C-2-PD	Additional Regulations See Section:
Animal sales and services:					
<u>Animal Kennels</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	

*Section 10-2.622 Development Standards, C-2 commercial zone.*

Section 10-2.622 Development Standards, C-2 commercial zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) paragraph (1) will be amended to read:

- (1) The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed ~~0.6~~ 1.5(see definition of floor area ratio in Section 10-2.402).

*Section 10-2.625 Development Standards, C-2-PD commercial zone.*

Section 10-2.625 Development Standards, C-2-PD pedestrian-oriented commercial zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) paragraph (1) will be amended to read:

- (1) The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed ~~0.6~~ 1.5(see definition of floor area ratio in Section 10-2.402).

*Section 10-2.640, Land use regulations: C-4, C-4A, and C-4B commercial zones, and C-4-PD pedestrian-oriented commercial zone.*

The following uses will be added (shown as underlined text) to the table as noted below:

Classifications	C-4	C-4A	C-4B	C-4-PD	Additional Regulations See Section:
Other Uses					
<u>Single room occupancy housing</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>10-2.1640</u>

*Section 10-2.900 Specific Purposes, MU-1, and MU-3 mixed-use zones and CR regional commercial zone.*

Section 10-2.900 Specific Purposes, MU-1, and MU-3 mixed-use zones and CR regional commercial zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Encourage residential uses, including those units used as transitional housing, supportive housing or employee housing, in conjunction with commercial activities in order to create an active street life, enhance the vitality of businesses, and reduce vehicular traffic;

*Section 10-2.910, Land use regulations: MU-1, MU-3, MU-3A, ~~MU-3B~~, and MU-3C mixed-use zones, and CR regional commercial zone.*

The following uses will be added (shown as underlined text) to the table as noted below:

Classifications	MU-1	MU-3	MU-3A <del>MU-3B</del> MU-3C	CR	Additional Regulations See Section:
<b>Residential Uses</b>					
<u>Supportive housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>10-2.1638</u>
<u>Transitional housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Employee housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<b>Other Uses</b>					
<u>Low barrier navigation centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>10-2.1636</u>

*Section 10-2.911, Additional Land use regulations: MU-1, MU-3, MU-3A, ~~MU-3B~~, and MU-3C mixed-use zones, and CR regional commercial zone.*

Section 10-2.911, Additional Land use regulations: MU-1, MU-3, MU-3A, ~~MU-3B~~, and MU-3C mixed-use zones, and CR regional commercial zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (b) will be amended to read:

- (b) Residential uses. Residential dwelling units may only be located on the second floor and higher of structures developed with commercial uses on the lower levels, with the following exceptions:
  - (1) MU-1 zone. In the MU-1 zone, lots may be developed exclusively for residential use where the entirety of the block frontage is developed exclusively for residential use.
  - (2) MU-3A zone. In the MU-3A zone, residential dwelling units may be located on any floor in structures located behind street-facing commercial or mixed-use structures, or above parking on the ground floor in structures located behind street-facing commercial or mixed-use structures.
  - (3) Housing Element Sites subject to rezoning that accommodate units affordable to lower income households. For projects located on parcels identified in Table B-2 of the 2021-2029 Housing Element as accommodating any portion of the City’s low, or very low, income regional housing needs allocation (RHNA), 100 percent residential uses shall be permitted and a minimum of 50 percent of the gross floor area of a mixed-use project that includes housing shall be occupied by residential uses. Floor area shall be calculated as outlined in Section 10-2.1440(b)(2). FAR standards shall not apply to exclusively residential projects, density standards shall apply, including a minimum density of 20 du/ac. Where different standards are noted for commercial and mixed-use projects, the mixed-use standards shall apply to mixed-use and exclusively residential projects.

*Section 10-2.913 Development standards: MU-1 mixed-use zone.*

Section 10-2.913 Development standards: MU-1 mixed-use zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Floor area ratio. See definition of floor area ratio in Section 10-2.402.
  - ~~(1)~~ Commercial uses. For projects containing only commercial uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not be less than 0.35 or exceed 0.5, ~~except within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council.~~

a. ~~The floor area ratio (F.A.R.) of all buildings on a lot within the Artesia and Aviation Corridors Area Plan area as adopted by resolution of the City Council, shall not exceed 1.5 (see definition of floor area ratio in Section 10-2.402).~~

- (2) Mixed-use. For projects including both commercial and residential uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5. The following shall also apply:
  - a. Maximum commercial floor area. All floor area exceeding a floor area ratio of 0.7 shall be developed for residential uses.
  - b. Minimum commercial floor area. The commercial component of mixed-use projects shall have a minimum floor area ratio of 0.35.

Subsection (b) will be amended to read:

- (b) Residential density. The maximum number of dwelling units on a lot shall be no more than one unit for each ~~1,245~~ 1,452 square feet of lot area.

*Section 10-2.916 Development standards: MU-3A mixed-use zone.*

*Section 10-2.916 Development standards: MU-3A mixed-use zone shall be revised (shown as strike through and underlined text) as follows:*

Subsection (a) will be amended to read:

- (a) Floor area ratio. (See definition of floor area ratio in Section 10-2.402.)
  - (1) Commercial uses. For projects containing only commercial uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not be less than 0.35 or exceed 1.0~~0.5~~.
  - (2) Mixed-use. For projects including both commercial and residential uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5. The following shall also apply:
    - a. Maximum commercial floor area. All floor area exceeding a floor area ratio of 0.7 shall be developed for residential uses.
    - b. Minimum commercial floor area. The commercial component of mixed-use projects shall have a minimum floor area ratio of 0.35~~of 0.3 multiplied by the lot area within 130 feet of the property line abutting Pacific Coast Highway.~~

Subsection (b) will be amended to read:

- (b) Residential Density.
  - (1) Maximum lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,245~~ 1,452 square feet of lot area.
  - (2) Minimum lot area per dwelling unit. The minimum number of dwelling units permitted on a lot that is listed on Table B-2 in the 2021-2029 Housing Element shall be no less than one unit for each 2,179 square feet of lot area.

*Section 10-2.917 Development standards: MU-3B mixed-use zone*

*Section 10-2.918 Development standards: MU-3B mixed-use zone no longer applies to any properties in the City, and shall be removed.*

*Section 10-2.918 Development standards: MU-3C mixed-use zone.*

*Section 10-2.918 Development standards: MU-3C mixed-use zone shall be revised (shown as strike through and underlined text) as follows:*

Subsection (c) will be amended to read:

- (c) Floor area ratio. (See definition of floor area ratio in Section 10-2.402.)
  - (1) Commercial uses. For projects containing only commercial uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not be less than 0.35 or exceed 1.0~~0.5~~.
  - (2) Mixed-use. For projects including both commercial and residential uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5. The following shall also apply:
    - a. Maximum commercial floor area. All floor area exceeding a floor area ratio of 0.7 shall be developed for residential uses.
    - b. Minimum commercial floor area. The commercial component of mixed-use projects shall have a minimum floor area ratio of 0.35~~of 0.3~~.
  - (3) Residential Density. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,245~~ 1,452 square feet of lot area.

*Section 10-2.919 Development standards: CR mixed-use zone.*

*Section 10-2.919 Development standards: CR mixed-use zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (d) will be amended to read:*

- (d) Residential Density. The maximum number of dwelling units on a lot shall be one unit for each ~~1,245~~ 1,452 square feet of lot area.

*Section 10-2.1012 Development standards: I-1 industrial zone.*

*Section 10-2.1012 Development standards: I-1 industrial zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.7~~ 1.0 (see definition of floor area ratio in Section 10-2.402).

*Section 10-2.1013 Development standards: I-1A industrial zone.*

*Section 10-2.1013 Development standards: I-1A industrial zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~1.0~~ 0.7, except that the F.A.R. may be increased to a maximum of 1.0 on individual lots subject to the approval of a development agreement containing provisions limiting the cumulative floor area ratio of all parcels in the zone to a maximum of 0.7. (See definition of floor area ratio in Section 10-2.402).

*Section 10-2.1014 Development standards: I-1B industrial zone.*

*Section 10-2.1014 Development standards: I-1B industrial zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (b) will be amended to read:*

- (b) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.7~~ 1.0 (see definition of floor area ratio in Section 10-2.402).

*Section 10-2.1022 Development standards: IC-1 industrial-commercial zone.*

*Section 10-2.1022 Development standards: IC-1 industrial zone shall be revised (shown as strike through and underlined text) as follows:*

Subsection (c) will be amended to read:

- (c) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.7~~ 1.0 (see definition of floor area ratio in Section 10-2.402).

*Section 10-2.1117 Development standards: P-PRO Parks, recreation, and open space zone.*

*Section 10-2.1117 Development standards: -PRO Parks, recreation, and open space zone shall be revised (shown as strike through and underlined text) as follows:*

Subsection (a) will be amended to read:

- (a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.25~~ 0.20 (see definition of floor area ratio in Section 10-2.402).

**Division 14 (AHO) Affordable Housing Overlay Zone**

*Division 14 (AHO) Affordable Housing Overlay Zone shall be added (shown as underlined text) to Article 2, Zoning Districts:*

**Section 10-2.1430 Specific purposes, (AHO) affordable housing overlay zone**

In addition to the general purposes listed in Section 10-2.102, the specific purposes of the affordable housing overlay (AHO) zone are to:

- (b) Implement the City’s 2021-2029 Housing Element and the “-R” Residential Overlay land use category identified in the General Plan Land Use Element, including the following AHO sites:
  - (1) North Tech
  - (2) South of Transit Center
  - (3) South Bay Marketplace
  - (4) Kingsdale
  - (5) 190<sup>th</sup> Street, and
  - (6) FedEx
- (c) Promote the public good by incentivizing the development of housing affordable to lower income households.
- (d) Satisfy the City’s RHNA obligation consistent with the City’s Housing Element and State law.
- (e) Set the minimum density for any residential or mixed-use project that includes residential uses within the AHO Zone.
- (f) Establish standards to regulate the development of AHO projects within the AHO Zone that allow for a variety of development scenarios including:
  - (1) Clustering density to be on portions of a site to allow for existing uses to remain while housing is developed in parking areas.
  - (2) Tearing down existing structures and redeveloping each site with new buildings that include residential uses only or a combination of residential and other non-residential structures.
  - (3) Reconfiguring the existing structures and expanding existing structures with residential uses.
- (g) Promote city planning goals of achieving greater socioeconomic diversity and a distribution of affordable housing citywide.

### Section 10-2.1432 Applicability, (AHO) affordable housing overlay zone

- (a) Applicants may elect to apply the provisions of this division to AHO projects (see Section 10-2.402 for definition), within an AHO site (see Section 10-2.402 for definition) if the project meets the requirements of an AHO project under either qualifying tier as follows:
  - (1) Tier 1. Any project within an AHO zone with a residential component, including transitional housing, supportive housing, and employee housing, that occupies at least 50 percent of the total existing or proposed floor area within the project site shall qualify as a Tier 1 project. All provisions of this division shall apply to Tier 1 projects with the exception of Section 10-2.1436(b).
  - (2) Tier 2. Any project within an AHO zone that meets the requirements of Tier 1 and also provides at least 20 percent of units affordable to lower-income households shall qualify as a Tier 2 project. Low Barrier Navigation Centers also qualify as a Tier 2 project. All provisions of this division shall apply to Tier 2 projects.
- (b) Projects that do not qualify as an AHO project and any project for which the applicant does not elect to pursue the special regulations or standards allowed by the AHO zone shall be subject to all regulations and standards of the base land use zone (herein referred to as the “underlying” zone), with the following exception:
  - (1) If the underlying zone allows for residential development, the minimum density established by the AHO overlay (Section 10-2.1444(a)(1)) shall prevail over the minimum density of the underlying zone, if any.

### Section 10-2.1434 Relationship to underlying zone, (AHO) affordable housing overlay zone

- (a) Where the AHO zone has been imposed, the regulations and standards of the underlying zone shall remain in full force unless an AHO project is proposed and the applicant has elected to use the provisions of AHO zone, with the following exception:
  - (1) If the underlying zone allows for residential development, the minimum density established by the AHO overlay (Section 10-2.1444(a)(1)) shall prevail over the minimum density of the underlying zone, if any.
- (b) Where the AHO zone has been imposed on an area where another overlay zone exists, regulations and standards of the other overlay zone shall be treated as part of the underlying zone, with the exception of the minimum density as noted in Section 10-2.1434(a)(1).-
- (c) Where imposed, the AHO zone shall be added to the underlying zone designation to establish a new zone designation. The zone of the affected properties shall thereafter be designated on the Zoning Map by the symbol of the underlying zone, followed by the parenthetically enclosed letters of “AHO”.

### Section 10-2.1436 Housing and affordability incentives, (AHO) affordable housing overlay zone

- (a) Tier 1 AHO projects. Tier 1 projects are allowed through the establishment of the AHO zone. The AHO zone encourages housing development by allowing for housing in areas of the city where it would not otherwise be permitted including the North Tech, South of Transit Center, South Bay Marketplace, 190th Street, and portions of the Kingsdale AHO sites, and by raising the permitted density for AHO projects, and establishing a minimum density for all residential and mixed-use projects that include residential (applicable on the FedEx and portions of the Kingsdale AHO sites).
- (b) Tier 2 AHO projects. To encourage the inclusion of housing affordable to lower-income households, Tier 2 projects shall benefit from the same provisions as Tier 1 projects as well as the following:
  - (1) Tier 2 projects shall be permitted by right, processed through administrative design review per Section 10-2.2500, and approved if all objective standards are met, consistent with State law.

- (2) The requirement to provide usable public open space per Section 10-2.1444(h) may be reduced to 5%.

**Section 10-2.1438 Land Use Regulations, (AHO) affordable housing overlay zone**

In the following schedule the letter "P" designates use classifications permitted in the specified zone and the letter "C" designates use classifications permitted subject to approval of a Conditional Use Permit, as provided in Section 10-2.2506. Where there is neither a "P" nor a "C" indicated under a specified zone, or where a use classification is not listed, that classification is not permitted. The "Additional Regulations" column references regulations located elsewhere in the Municipal Code.

Classifications	AHO Sites						Additional Regulations See Section:
	North Tech	South of Transit Center	South bay Marketplace	Kingsdale	190 <sup>th</sup> Street	FedEx	
<b>Residential Uses</b>							
Multi-family residential	P	P	P	P	P	P	10-2.1440(a)/ 10-2.1608
Family day care homes	P	P	P	P	P	P	
Family day care home, small	P	P	P	P	P	P	
Family day care home, large	P	P	P	P	P	P	
Residential care facilities, limited	P	P	P	P	P	P	
Senior housing	P	P	P	P	P	P	10-2.1624
Supportive housing	P	P	P	P	P	P	10-2.1638
Transitional housing	P	P	P	P	P	P	
Employee housing	P	P	P	P	P	P	
<b>Commercial Uses</b>							
Home Occupations	P	P	P	P	P	P	10-2.1440(a)
<b>Other Uses</b>							
Parking lots	C	C	C	C	C	C	10-2.1440(a)
Parking structures	C	C	C	C	C	C	10-2.1440(a)
Public Open Space	P	P	P	P	P	P	10-2.1440(a)
Low Barrier Navigation Centers	P	P	P	P (C-4 only)	P	P	10-2.1636

**Section 10-2.1440 Additional Land Use Regulations, (AHO) affordable housing overlay zone**

- (a) Residential projects. 100 percent residential projects may be developed on all AHO Sites. 100 percent residential projects may include home occupations, parking lots, parking structures, and public open space.
- (b) Mixed-use projects. Projects with a mix of residential and non-residential uses may be developed on AHO sites, as follows:
- (1) The nonresidential land use regulations shall be consistent with the underlying zone, with the following exceptions:
- a. The following uses shall not be permitted as part of an AHO project:
1. Adult businesses
  2. Beverage manufacturing

3. Ambulance services
4. Animal grooming; animal hospitals; animal sales.
5. Building material sales
6. Car wash
7. Carpet cleaning plants
8. Construction-related uses
9. Drive-up services associated with any commercial use.
10. Facilities maintenance and construction shops
11. Fire arm sales
12. Food products manufacturing
13. Foundries
14. Furniture manufacturing
15. Government maintenance facilities
16. Heliports and helistops
17. Household products manufacturing
18. Laundries and wholesale dry cleaning plants
19. Machine shops
20. Motion picture and sound studios
21. Maintenance and repair services
22. Manufacturing and fabrication
23. Massage business
24. Mini-warehousing and self-storage
25. Mortuaries
26. Motor vehicle-related uses
27. Pharmaceuticals manufacturing
28. Plant nurseries
29. Recycling collection facilities.
30. Service stations.
31. Sheet metal shops
32. Spray painting businesses
33. Trucking terminals
34. Vehicle sales and services
35. Welding shops
36. Wholesaling/ distribution / storage

- (2) A minimum of 50 percent of the gross floor area, existing and proposed, shall be for residential uses.
  - a. Total floor area. The total floor area shall be calculated per the definition of “Floor Area, Gross” in Section 10-2.402. The total existing and proposed floor area shall combine the floor area for existing uses that are proposed to remain with the floor area for new proposed uses. A site for the purposes of calculating the gross floor area for the project shall be defined as the parcel or assemblage of parcels where the project is proposed.
  - b. Residential floor area. Residential square footage shall be calculated per the definition of “Floor Area, Gross” for AHO zones in Section 10-2.402.
- (3) AHO Projects may be configured as a vertical mixed use (VMU) project or a horizontal mixed use (HMU) project as defined in Article 1, Section 10-2.402, Definitions.

### Section 10-2.1442 Performance Standards, (AHO) affordable housing overlay zone

- (a) Purpose. The purpose of this section is to ensure that new residential uses in AHO zones are not adversely impacted by the commercial or industrial uses within the project or on adjacent properties and existing

residential uses adjacent to AHO zones are not adversely impacted by the AHO project, including, but not limited to noise, light and glare, odors, air quality, and safety impacts. In the interests of both the residents and the businesses, no AHO project shall be approved unless the project is designed to meet the following performance standards, in addition to all other applicable regulations of this chapter.

- (b) Noise. Provisions of Section 10-2.912(a)(1) shall apply.
- (c) Security. Provisions of Section 10-2.912(a)(2) shall apply.
- (d) Lighting. Provisions of Section 10-2.912(a)(3) shall apply.
- (e) Odors, dust, vibrations. Provisions of Section 10-2.912(a)(4) shall apply.
- (f) Refuse storage and location. Provisions of Section 10-2.912(a)(5) shall apply.

**Section 10-2.1444 Development Standards, (AHO) affordable housing overlay zone**

- (a) Residential density.
  - (1) Minimum density. The minimum number of dwelling units on a lot shall be no less than one unit for each 2,179 square feet of lot area.
  - (2) Maximum density. The maximum number of dwelling units on a lot shall be no more than one unit for each 792 square feet of lot area.
- (b) Clustering density. To allow for the preservation of existing uses while achieving the density of residential uses identified in the Housing Element, clustering of the allowable density shall be permitted for AHO projects as follows:
  - (1) The maximum units allowed within each AHO Sites may be clustered on individual lots or an assemblage of contiguous lots under common ownership, provided the cumulative density of all parcels within the AHO site does not exceed the maximum density. Units up to the cluster maximum (the maximum units allowed within each AHO site) shall be considered part of the base density before any density bonus. Clustering of density shall be allowed on a first-come basis, to incentivize the production of housing and to allow for residential uses to be clustered in the developable portions of the AHO sites, such as parking areas, while existing uses remain.
  - (2) When a project is submitted for review and consideration, it must identify the maximum units allowed within the AHO Site, the number of entitled and proposed units within the AHO site, separated by base units and those permitted with density bonus (if any) to demonstrate that the total entitled base units combined with the base units of the proposed project do not exceed the cumulative density allowed within the AHO site. The following table identifies the gross acreage of all properties within each AHO site, the maximum density allowed, and the cluster maximum (the maximum units allowed within each AHO site based on the gross acreage and maximum density).

<b>AHO Site</b>	<b>Site Size (gross acres)</b>	<b>Max. Density (sq.ft./unit)</b>	<b>Cluster Maximum (Site Size / Max. Density)</b>
<u>North Tech</u>	<u>8.0</u>	<u>792</u>	<u>440</u>
<u>Kingsdale</u>	<u>2.4</u>	<u>792</u>	<u>132</u>
<u>South of Transit Center</u>	<u>6.2</u>	<u>792</u>	<u>341</u>
<u>190<sup>th</sup> Street</u>	<u>7.9</u>	<u>792</u>	<u>434</u>
<u>South Bay Marketplace</u>	<u>17.2</u>	<u>792</u>	<u>946</u>
<u>FedEx</u>	<u>1.8</u>	<u>792</u>	<u>99</u>

Notes:

- The gross acreage of the overall AHO site shall be rounded to the 10<sup>th</sup> decimal, as shown here.
- Acreage shall be converted to square footage using a conversion factor of 43,560 square feet = 1 acre.

- (c) Mixed-use development.
  - (1) Residential development shall be consistent with Sections 10-2.1444(a) and (b).
  - (2) Overall FAR. The total FAR for all components of a mixed-use project shall not exceed 1.50 FAR. FAR shall be calculated including both residential and nonresidential uses before any density bonuses are applied.
- (d) Minimum lot size, AHO projects. 12,672 square feet of lot area.
- (e) Building height and stories. No building or structure shall exceed the maximum height (see definition of building height in Section 10-2.402) or number of stories (see definition of story in Section 10-2.402) for each AHO site, as follows:
  - (1) North Tech: 90 feet / 7 stories maximum.
  - (2) South of Transit Center: 90 feet / 7 stories maximum.
  - (3) South Bay Marketplace: 90 feet / 7 stories maximum.
  - (4) Kingsdale: 60 feet / 4 stories maximum.
  - (5) 190<sup>th</sup> Street: 45 feet / 4 stories maximum.
  - (6) FedEx: 45 feet / 4 stories maximum
- (f) Setbacks. The minimum setback requirements shall be as follows:
  - (1) Front setback.
    - a. Minimum required. There shall be a minimum front setback of 10 feet the full width of the lot, except as follows:
      - 1. Display windows may project three feet into the required front setback provided that the bottom of the projection is no less than three feet above the adjacent sidewalk grade.
      - 2. Unenclosed pedestrian arcades, outdoor dining areas, courtyards, and publicly accessible private open space may project seven feet into the required setback.
      - 3. Where a lot is contiguous to a residentially zoned lot fronting on the same street, the required front setback shall be the same as required for the contiguous residential lot.
    - b. Maximum permitted. The front setback shall not exceed 15 feet for 50% of the linear frontage of the building, except areas contiguous with the structure and used for outdoor dining or courtyards shall be exempt from this requirement. No portion of the setback area shall be used for parking.
  - (2) Side setback.
    - a. There shall be a minimum side setback of 10 feet the full length of the lot on the street side of a corner or reverse corner lot.
    - b. No side setback shall be required along the interior lot lines, except where the side lot line is contiguous to a residential zone, in which case the following standards shall apply:
      - 1. The side setback requirement shall be five feet where the lot frontage is less than 75 feet.

2. The side setback requirement shall be six feet where the lot frontage is greater than 75 feet and not more than 100 feet.
  3. The side setback requirement shall be 15 feet where the lot frontage is greater than 100 feet and not more than 150 feet.
  4. The side setback requirement shall be 20 feet where the lot frontage is greater than 150 feet.
- (3) Rear setback. No rear setback shall be required, except where the rear lot line is contiguous to a residential zone, in which case the following standards shall apply:
- a. The rear setback shall average no less than 15 feet, but at no point be less than 10 feet.
- (4) Upper floor setbacks. Within the first 30 feet from the front property line and any property line adjacent to a residential zone, all building elevations above the number of stories noted below for each AHO site shall have a minimum average setback of five feet from the building face of the lower floors. The heights at which upper floor setbacks are required are noted for each AHO site as follows:
- a. North Tech:
    1. First Upper floor setback: above 3 stories
    2. Second Upper floor setback: above 5 stories
  - b. South of Transit Center:
    1. First Upper floor setback: above 3 stories
    2. Second Upper floor setback: above 5 stories
  - c. South Bay Marketplace:
    1. First Upper floor setback: above 3 stories
    2. Second Upper floor setback: above 5 stories
  - d. Kingsdale: Upper floor setback above 3 stories.
  - e. 190th Street: Upper floor setback above 2 stories
  - f. FedEx: Upper floor setback above 3 stories
- (g) Outdoor living space for residential uses. Each dwelling unit shall be provided a minimum of 200 square feet of outdoor living space (see standards for outdoor living space in Section 10-2.1510).
- (h) Usable public open space. Spaces such as public plazas, public walkways and other public spaces of at least 10% of the FAR shall be provided. Tier 2 AHO sites need only provide 5% of the project’s FAR as usable public open space.
- (1) Public open space may be provided on any level of the AHO project, provided it is accessible to the public and not fenced, gated, only accessible through private areas, or otherwise inaccessible to the public.
  - (2) Public open space shall be contiguous to the maximum extent feasible.
  - (3) Areas less than 10 feet in width shall not count as public open space.
- (i) Parking requirements. The parking provisions of Article 5 of this chapter shall apply, except that “Overlap parking requirements, nonresidential uses” (Section 10-2.1706 (d)) shall also apply to AHO sites.
- (j) General regulations. See Article 3 of this chapter.

- (k) Sign regulations. See Article 6 of this chapter.
- (l) Landscaping regulations. See Article 7 of this chapter.
- (m) Procedures. See Article 12 of this chapter.
- (n) The AHO project shall comply with Objective Residential Standards.

### *Division 15 (IF) Industrial Flex Overlay Zone*

*Division 14 (AHO) Affordable Housing Overlay Zone shall be added (shown as underlined text) to Article 2, Zoning Districts:*

#### Section 10-2.1450 Specific purposes, (IF) Industrial Flex Overlay Zone

The specific purpose of the IF Industrial Flex overlay zone is to implement the city's General Plan by allowing development that provides for an integrated mix of light industrial and commercial and/or office uses such as: commercial, research and development, incubator space, creative or technology-based businesses, offices, hotel, and supporting commercial uses. The overall character in this designation is intended to be a creative/tech incubator district with supporting uses. For the purpose of this section, an incubator space is defined as a facility with shared space intended to nurture and accelerate the growth of new businesses. It typically provides resources such as office space, access to shared services and other resources to help entrepreneurs launch their business.

In addition to the general purposes listed above and in Section 10-2.102, the specific purpose of the (IF) Industrial Flex overlay zone is to:

- (a) Provide opportunities to integrate new creative or technology-based uses in horizontal or vertical mixed-use developments with commercial, office and hospitality uses;
  - (1) Encourage residential uses in conjunction with other non-residential activities in the IF overlay zone on properties that are also designated with an AHO overlay zone to create a mix of uses that allows for the integration of new residential housing opportunities in close proximity to transit, job centers, and commercial service centers.
- (b) Encourage compatibility between residential and commercial and industrial uses in areas where the AHO overlay zones directly abut commercial and industrial zones, by permitting greater design flexibility across the existing boundaries of the zones;

#### Section 10-2.1452 Applicability, (IF) Industrial Flex overlay zone

The area boundary for the Industrial Flex (IF) overlay zone (and underlying land uses) are depicted below.



**Section 10-2.1454 Relationship to underlying zone, (IF) Industrial Flex overlay zone.**

- (a) The (IF) Industrial Flex overlay zone may be implemented by the application of one of three zones: CR, I-2 and IC-1 in locations as shown on the map in §10-2.1452.
- (b) Where imposed, the (IF) industrial flex overlay zone designation shall be added to the underlying zone designation to establish a new zone designation. The zone of the affected properties shall thereafter be designated on the Zoning Map by the symbol of the underlying zone, followed by the parenthetically enclosed letters "IF" or (IF).
- (c) Where the (IF) Industrial Flex overlay zone has been imposed, the land use regulations and development standards of the existing land use zone (herein referred to as the "underlying" zone) shall remain in full force, except as follows:

- (1) A maximum 1.0 FAR shall apply to all commercial and industrial zones within the IF overlay.

**Regional Commercial (CR)**

- (2) Residential uses shall not be permitted in the underlying (CR) Regional Commercial zones, except for projects meeting the requirements of the (AHO) Affordable Housing overlay zone AHO zone located on properties also designated as AHO (see Division 14).
- (3) Industrial uses that support smaller, technology and incubator spaces, are permitted.

**Industrial (I-2)**

- (4) "Manufacturing and fabrication" uses with a conditional use permit.
- (5) "Construction-related uses" are prohibited.
- (6) "Wholesaling/distribution/storage" are prohibited.

- (7) “Motor vehicle-related uses” are prohibited
- (8) “Recycling facilities” are prohibited.
- (9) “Truck terminals” are prohibited.
- (10) “Other industrial uses” are prohibited with the exception of the following:
  - a. Beverage manufacturing with ancillary retail sales and/or tasting facilities for the public (i.e. craft brewing) with a conditional use permit.
  - b. Communications facilities with a conditional use permit.
  - c. Warehouse retail with a conditional use permit.
- (11) “Commercial Uses” are prohibited with the exception of the following:
  - a. Ancillary commercial uses per Section 10-2.1011.
  - b. Hotels and motels with a Conditional Use Permit.
- (12) Industrial uses that support smaller, technology and incubator spaces, are permitted.

**Industrial (IC-1)**

- (13) “Manufacturing and fabrication” uses with a conditional use permit.
- (14) “Construction-related uses” are prohibited.
- (15) “Wholesaling/distribution/storage” are prohibited.
- (16) “Motor vehicle-related uses” are prohibited.
- (17) “Recycling facilities” are prohibited.
- (18) “Truck terminals” are prohibited.
- (19) “Other industrial uses” are prohibited with the exception of the following:
  - a. Beverage manufacturing with ancillary retail sales and/or tasting facilities for the public (i.e. craft brewing) with a conditional use permit.
  - b. Communications facilities with a conditional use permit.
  - c. Warehouse retail and warehouse retail, specialty with a conditional use permit.
- (20) “Vehicle sales and services” uses are prohibited.
- (21) Industrial uses that support smaller, technology and incubator spaces, are permitted.

**Section 10-2.1456 Development standards: (IF) overlay zone.**

Development standards shall be those of the underlying base zone, except as follows:

- (a) Development standards contained in the Zoning Ordinance, other than for floor area ratio, may be varied as desirable or essential to accomplish the objectives of this section, pursuant to Planning Commission Design Review (Section 10-2.2502), further provided that such standards are consistent with all applicable requirements of the General Plan.

## Amendments to Article 4, Special Use Regulations

### Section 10-2.1608 Condominiums

Section 10-2.1608, Condominiums shall be revised (shown as strike through and underlined text) to allow projects with up to 15 units be permitted administratively:

Subsection (c) will be amended to read:

- (c) Conditional use permits and design review required.
  - (1) No condominium containing ~~four~~ sixteen or more units shall be established unless a Conditional Use Permit is obtained pursuant to Section 10-2.2506 of this chapter.
  - (2) Condominiums containing ~~four~~ sixteen or more units shall be subject to Planning Commission Design Review pursuant to Section 10-2.2502.
  - (3) Condominiums containing two to ~~three~~ fifteen units shall be subject to Administrative Design Review pursuant to Section 10-2.2500.

### Section 10-2.1636 Low Barrier Navigation Centers.

Section 10-2.1636 Low Barrier Navigation Centers shall be added (shown as underlined text) to Article 4, Special Use Regulations:

#### Section 10-2.1636 Low Barrier Navigation Centers.

- (a) Purpose and Intent. The purpose of this Section is to establish development standards for low barrier navigation centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of State law, specifically Article 12 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with California Government Code Section 65660.
- (a) Applicability. The provisions of this section shall apply to all low-barrier navigation center projects. Low-barrier navigation centers are allowed by-right (not subject to a discretionary permit or approval) in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, including areas with the affordable housing overlay zone. Low barrier navigation centers must meet the following requirements:
  - (1) Connected Services. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
  - (2) Coordinated Entry System. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. “Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
  - (3) Code Compliant. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
  - (4) Homeless Management Information System. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

### Section 10-2.1638 Supportive Housing.

Section 10-2.1638 Supportive Housing shall be added (shown as underlined text) to Article 4, Special Use Regulations:

**Section 10-2.1638 Supportive Housing.**

- (a) Purpose and Intent. The purpose of this section is to ensure that housing development projects that meet the definition of supportive housing as defined in California Government Code Section 65650 et seq. are reviewed and processed ministerially pursuant to California Government Code Section 65583(c)(3).
- (b) Applicability. The provisions of this chapter shall apply to all supportive housing projects meeting the requirements of California Government Code Section 65650 et seq.
- (c) Projects allowed by-right. Supportive housing shall be a use by right, subject to administrative design review, in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed development satisfies all of the following requirements:
  - (1) The development is within a mixed-use zone, AHO zone, or multi-family residential zone.
  - (2) Units within the development are subject to a recorded affordability restriction for 55 years.
  - (3) One hundred percent of the units, excluding the manager unit(s), within the development are dedicated to lower income households and are receiving public funding to ensure affordability of the housing to lower income Californians.
  - (4) At least 25 percent of the units in the development or 12 units, whichever is greater, are restricted to residents in supportive housing who meet criteria of the target population. If the development consists of fewer than 12 units, then 100 percent of the units, excluding manager unit(s), in the development shall be restricted to residents in supportive housing.
  - (5) Non-residential floor area shall be used for on-site supportive services in the following amounts:
    - A. For a development with 20 or fewer total units, at least 90 square feet shall be provided for onsite supportive services.
    - B. For a development with more than 20 units, at least 3 percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.
  - (6) The developer replaces any dwelling units on the site of the supportive housing development in the manner provided in State Density Bonus Law (California Government Code Section 65915(c)(3)(C)).
  - (7) Units within the development, excluding manager unit(s), include at least one bathroom and a kitchen or other cooking facilities, including, at minimum, a stovetop, a sink, and a refrigerator.
- (d) Development and Operational Standards. Supportive housing projects shall comply with all the following standards:
  - (1) The project shall comply with applicable Objective Residential Standards, and development standards or policies also required of multifamily developments in the same zone. Supportive housing projects in nonresidential zones where housing is permitted by State law, shall comply with the development standards applicable to the multifamily zone consistent with the density for the project.
  - (2) The applicant shall submit a plan for providing supportive services, to include all the following items:
    - a. Documentation that supportive services will be provided on-site.
    - b. The name of the proposed entities that will provide supportive services.
    - c. The proposed funding sources for the services provided.

d. Proposed staffing levels.

- (3) No minimum parking requirements shall be required for the units occupied by supportive housing residents for projects located within one-half mile of a public transit stop.

*Section 10-2.1640 Single Room Occupancy (SRO) Housing.*

*Section 10-2.1640 1640 Single Room Occupancy (SRO) Housing shall be added (shown as underlined text) to Article 4, Special Use Regulations:*

Section 10-2.1640 Single Room Occupancy Housing.

- (a) Purpose and Intent. The purpose of this section is to regulate the development and operation of single room occupancy (SRO) housing. Single room occupancy (SRO) units provide housing opportunities for lower-income individuals, persons with disabilities, seniors, and formerly homeless individuals.
- (b) Applicability. The provisions of this chapter shall apply to all SRO housing projects.
- (c) Permit required. An SRO housing facility may be approved via a conditional use permit in the following zoning districts:
  - (1) C-4 commercial zones
  - (2) C-4A commercial zones
  - (3) C-4B commercial zones
  - (4) C-4-PD pedestrian-oriented commercial zones
- (d) Relationship to underlying zone. In zoning districts which allow SRO housing with the issuance of a conditional use permit, the regulations contained herein shall be considered additional to those of the underlying zoning district. The provisions of this chapter shall prevail in the event of a conflict with the underlying zoning district regulations.
- (e) Development and Operational Standards. SRO housing projects shall comply with all of the following standards:
  - (1) SRO Units. The following standards apply to single room occupancy units.
    - a. Unit Size. The minimum size of a unit shall be two hundred (200) square feet, the maximum size of a unit shall be five hundred (500) square feet.
    - b. Bathroom Facilities. An SRO unit is not required to, but may contain, partial or full bathroom facilities. A partial bathroom facility shall have at least a toilet and sink; a full facility shall have a toilet, sink, and bathtub, shower, or bathtub/shower combination. If a full bathroom facility is not provided, common bathroom facilities shall be provided in accordance with California Building Code for congregate residences with at least one full bathroom per every three units on a floor.
    - c. Kitchen. An SRO unit may contain partial or full kitchen facilities. A full kitchen includes a sink, a refrigerator, and a stove, range top, or oven. A partial kitchen is missing at least one of these appliances. If a full kitchen is not provided, common kitchen facilities shall be provided with at least one full kitchen per floor.
    - d. Closet. Each SRO shall have a separate closet with at least four (4) square feet of closet space with an unobstructed height of at least five feet for use by the occupant.
    - e. Access. Exterior doors and windows accessible from outside the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more means

of exit from the building appropriately marked and leading to safe and open space at ground level.

f. Code Compliance. All SRO units shall comply with all requirements of the California Building Code.

(2) SRO Facilities. The following standards apply to single room occupancy buildings.

a. Density. A single room occupancy facility is not required to meet density standards of the general plan.

b. Common Area. Four square feet of interior common space per unit shall be provided, with at least two hundred (200) square feet in area of interior common space, excluding janitorial storage, laundry facilities, and common hallways. All common areas shall comply with all applicable ADA accessibility and adaptability requirements.

c. Bathroom Facilities. If private bathing facilities are not provided for each unit, shared shower or bathtub facilities shall be provided in accordance with the most recent edition of the California Building Code for congregate residences with at least one full bathroom (including toilets, sinks, and bathing facilities) per every three units on a floor. The shared shower or bathtub facility shall be accessible from a common area or hallway. Each shared shower or bathtub facility shall be provided with an interior lockable door.

d. Laundry Facilities. Laundry facilities shall be provided in a separate room at the ratio of one washer and dryer for every ten (10) units.

e. Cleaning Supply Room. A cleaning supply room or utility closet with a wash tub with hot and cold running water shall be provided on each floor of the SRO facility.

f. Management Plan. A management plan shall be submitted with the development application for an SRO facility and shall be approved by the community development director or his/her assigned. The management plan must address management and operation of the facility, rental procedures, safety and security of the residents and building maintenance.

g. Facility Management. An SRO facility with ten (10) or more units shall have an on-site manager. An SRO facility with less than ten (10) units shall provide a management office on-site.

h. Parking. Parking shall be provided for an SRO facility at a rate of one parking space per unit plus an additional space for the on-site manager.

i. Accessibility. All SRO facilities shall comply with all applicable ADA accessibility and adaptability requirements.

j. Existing Structures. An existing structure may be converted to an SRO facility, consistent with the provisions of this section.

### Amendments to Article 5, Parking Regulations

#### Section 10-2.1704 Residential parking standards

*Section 10-2.1704 Residential parking standards will be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) paragraph (2) will be amended to read:*

(2) Multiple-family dwellings. Multiple-family dwellings on the same lot shall provide parking spaces for each dwelling unit based on the size of each unit as follows: 1 parking space for each

~~studio/0-bedroom unit, 1.5 parking space for each 1-bedroom unit, and 2 parking spaces for each unit with two or more bedrooms. a minimum of two parking spaces for each dwelling unit, of which at least one space per dwelling unit shall be within an enclosed private or common parking garage.~~

**Section 10-2.1706 Commercial, industrial, and other nonresidential parking standards**

Section 10-2.1706 Commercial, industrial, and other nonresidential parking standards will be revised (shown as strike through and underlined text) as follows:

Use	Spaces Required
Emergency shelters:	<del>One space for each 250 square foot of gross floor area. One parking space per employee on site at the same time.</del>
SRO facility:	<del>One parking space per unit plus an additional space for the on-site manager.</del>

**Amendments to Article 8, Nonconforming Uses and Structures**

**Section 10-2.2002 Nonconforming uses**

Section 10-2.2002 Nonconforming uses will be revised (shown as strike through and underlined text) as follows:

Subsection (e) will be amended to read:

- (e) Re-establishment of uses in structures partially destroyed. A nonconforming use in a structure destroyed due to an involuntary event to the extent of 50% or more of its square footage at the time of its partial destruction may not be re-established and any new structure shall conform to all the requirements of City laws upon reconstruction, except as follows:
  - (1) Nonconforming commercial uses in areas designated as residential in the general plan which are totally or partially destroyed may be re-established to the original use.

**Section 10-2.2004 Nonconforming structures**

Section 10-2.2004 Nonconforming structures will be revised (shown as strike through and underlined text) as follows:

Subsection (c) will be amended to read:

- (c) Reconstruction of nonconforming structures partially destroyed. A nonconforming structure destroyed to the extent of 50% or more of its square footage at the time of its partial destruction shall conform to all the requirements of City laws upon reconstruction, except as follows:
  - (1) Multiple-family dwellings, community apartment projects, condominium projects, or stock cooperatives which are totally or partially destroyed may be reconstructed to the original number of units and size of units. Such reconstruction shall be in accordance with the development standards of the zone in which the project is located, unless these economically or physically preclude the ability to attain the pre-existing density and size of units, wherein the standards may be waived as necessary to attain such density and size of units. Any such reconstruction shall include at least the original number of parking spaces.
  - (2) Single-family dwellings which have been partially or totally destroyed due to involuntary events may be reconstructed to their pre-existing setbacks and size of unit, provided there is no increase in the degree of nonconformity.
  - (3) In the event of any reconstruction on any property upon which existed apartment units which have been totally or partially destroyed, and the reconstruction constitutes a community apartment project, condominium project, or stock cooperative, such projects shall comply with the development standards of the zone in which the structure is located.

- (4) Nonconforming commercial uses in areas designated as residential in the general plan which are totally or partially destroyed may be reconstructed to the original size. Such reconstruction shall be in accordance with the development standards of the zone in which the project is located, unless these economically or physically preclude the ability to attain the pre-existing square footage, wherein the standards may be waived as necessary to attain a similar size. Any such reconstruction shall include at least the original number of parking spaces.

## Amendments to Article 9, Density Bonuses

*Existing language in Article 9 (Sections 10-2.2100 – 10-2.2112), Density Bonuses will be repealed and replaced (replacement language is shown as underlined text) with the following:*

### Section 10-2.2100 Purpose

The purpose of this Section is to encourage the development of affordable housing in accordance with State law. State Density Bonus Law, codified in Government Code Section 65915, et seq., provides that a local government shall grant affordable housing benefits as defined in paragraph 2102 of this section, if requested by the applicant and consistent with the applicable requirements of this section, to a developer of a qualified housing development. This “Article” establishes the procedural process to implement State Density Bonus Law.

### Section 10-2.2101 State law incorporated.

The provisions of this Chapter are intended to comply with State Density Bonus Law. In the event that any provision of this Chapter conflicts with Government Code Section 65915 or any related State law(s), the State law(s) shall apply.

### Section 10-2.2102 Definitions.

The definition of terms shall be as provided in Government Code Section 65915, et seq. In addition, the following definitions shall control over any conflicting definitions in other Sections of the Redondo Beach Municipal Code. State law definitions, as they may be amended from time to time, control over the definitions in this section.

- (a) “Affordable Housing Benefits” means one or more the of the following, as defined in Government Code Section 65915:
- a. A density bonus;
  - b. An incentive or concession;
  - c. A development standard waiver or modification; and
  - d. A parking standard modification.
- (b) “Applicant” means the applicant or permittee of a Qualified Housing Development and its assignees or successors in interest.
- (c) “Director” means the City’s Community Development Director or designee.
- (d) “Qualified Housing Development” means a housing development that meets the threshold eligibility for Affordable Housing Benefits, as identified in Government Code Section 65915.

### Section 10-2.2103 Target Rents and Mortgage Payments.

Target rents and Mortgage payments shall be as provided in Government Code Section 65915.

### Section 10-2.2104 Affordability Requirements and Construction of Affordable Units.

- (a) The affordability requirements shall be as provided in Government Code Section 65915.
- (b) The affordable units that qualify the project as a Qualified Housing Development must be constructed concurrently with or prior to the construction of any market rate units.

### Section 10-2.2104 Application Required.

An applicant seeking any Affordable Housing Benefits under this Article must comply with all of the following:

- (a) The applicant shall file an application for a Density Bonus Permit on a form approved by the Director concurrently with the applications for any other land use permits or approvals that may be required for the project.
- (b) The applicant shall enter into an agreement with the City pursuant to Section 10-2.2108, to maintain and enforce the affordable housing component of the housing development.
- (c) Contents of Application. The application for a Density Bonus Permit shall include the following information:
  - (1) A description of the project, including the gross acreage of the parcel(s), the total number of proposed dwelling units, the number of affordable units and level of affordability for each affordable unit proposed to be included in the project, and the location, design, and phasing of all units;
  - (2) A breakdown of the current and proposed general plan and zoning designations, and the maximum allowable residential density (as defined in State law);
  - (3) In applications involving the donation of land and/or childcare facilities, the location of such land and/or facilities and a detailed description of compliance with the conditions and definitions in State law;
  - (4) A calculation of the density bonus allowed pursuant to State law, including the percentage of density bonus, percentage of income-restricted units, and number of density bonus units being proposed over and above the maximum allowable residential density;
  - (5) A description of the incentives or concessions requested (if any), including a detailed explanation as to how the request will enable the applicant to provide housing at the target rents or mortgage payments;
  - (6) A description of the waivers or reductions of development standards requested (if any), including identification of each specific development standard from which the applicant seeks to deviate and a detailed explanation as to how the application of the development standard would physically preclude the development of a development meeting the eligibility criteria at the densities or with the concessions or incentives permitted by State law;
  - (7) The proposed method of ensuring the continued affordability of all income-restricted units, for the applicable time period(s) in State law;
  - (8) Other relevant information as required by State law; and
  - (9) Other information identified on the City’s application form that may be required to ensure compliance with State law.
- (d) An application for a Density Bonus permit will not be processed until it complies with all of the provisions of this Section as determined by the Director and shall be processed concurrently with other required entitlements for the project. Prior to the submittal of an application for a Qualified Housing Development, an applicant may submit to the Director a preliminary proposal for Affordable Housing Benefits.
- (e) Approval of a Density Bonus permit shall be at the same level as the planning entitlement action for the project with the highest requirement.

### Section 10-2.2105 Review of Requested Affordable Housing Benefits

- (a) The City shall grant a density bonus to a Qualified Housing Development in the amount specified by Government Code Section 65915.

- (b) If requested, the City shall grant a parking ratio reduction to a Qualified Housing Development in accordance with the requirements of Government Code Section 65915.
- (c) The City shall grant the specific concession(s) or incentive(s) requested by the Applicant, unless it makes any of the relevant written findings stated in Government Code Section 65915(d). Senior citizen housing developments that qualify for a density bonus shall not receive any incentives or concessions, unless Government Code Section 65915 is amended, to specifically require that local agencies grant incentives or concessions for senior citizen housing developments.
- (d) The City shall grant a requested waiver or reduction of a development standard, unless it finds that:
  - (1) The application of the development standard does not have the effect of physically precluding the construction of a housing development at the density allowed by the density bonus and with the incentives or concessions granted to the applicant;
  - (2) The waiver or reduction of the development standard would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact;
  - (3) The waiver or reduction of the development standard would have an adverse impact on any real property that is listed in the California Register of Historical Resources; or
  - (4) The waiver or reduction of the development standard would be contrary to state or federal law.
- (e) The granting of any Affordable Housing Benefit shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval;
- (f) This Section does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the City or the waiver of fees or dedication requirement, except as otherwise provided by State law.

### Section 10-2.2106 Appeals

- (a) If the decision to approve or deny an application for an Affordable Housing Benefit is made by the Director of Planning Commission, any person may appeal the decision. The appeal shall be in writing, state the grounds for appeal, and shall be filed with the City Clerk including the applicable fee, within 15 calendar days of the date of the mailing of the Director’s decision or Commission hearing date. The decision of the City Council shall be final.
- (b) If the decision to approve or deny an application for an Affordable Housing Benefit is made by the Director or his/her assigned, then an appeal may be filed with the Planning Commission. If the decision is made by Planning Commission, then an appeal may be filed to the City Council.
- (c) Notwithstanding the provisions of Section 10-2.2108, if the determination of the underlying application for the Qualified Housing Development is also appealed along with the decision of the Affordable Housing Benefit, then the entire project shall be controlled by the appeal procedures applicable to the underlying application.

### Section 10-2.2108, Affordable Housing Agreement and Equity Sharing Agreement

A building permit for a Qualified Housing Development shall only be issued if and when the Applicant, or its designee, enters into an affordable housing agreement and, if applicable, an equity sharing agreement, with the City or its designee pursuant to, in compliance with, and to implement this Section and State law. The agreements shall be in the form approved by the City which shall contain terms and conditions mandated by, or necessary to implement, State law and this Article. The Director may designate a qualified administrator or entity to administer the provisions of this section on behalf of the City. The affordable housing agreement shall be recorded prior to, or concurrently with, final map recordation or, where the Qualified Housing Development does not include a map, prior to issuance of a building permit for any structure on the site. The Director is hereby authorized to enter into

the agreements authorized by this section on behalf of the City upon approval of the agreements by City Attorney for legal form and sufficiency.

### Amendments to Article 12, Procedures

#### Section 10-2.2500 Administrative Design Review.

Section 10-2.2500 Administrative Design Review shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Purpose. The purpose of Administrative Design Review is to enable the Community Development Director or his/her assigned to review minor development projects that otherwise meet the zoning regulations, in terms of the appropriateness of the design. The Community Development Director or his/her assigned shall review:
  - (1) All new single-family residences;
  - (2) All additions to existing single-family residences where the combined addition is greater than 500 square feet of gross floor area to the dwelling and/or any accessory building;
  - (3) All additions to existing single-family residences that entail expansion of floor area above the first story;
  - (4) All additions of less than 1,000 gross square feet to multiple-family residential developments containing four or more units;
  - (5) All floor area additions to residential developments containing two to three units;
  - (6) All new residential developments containing two to ~~three~~ fifteen units on any lot, subject to a notice of pending decision pursuant to subsection (e) of this section. Any two to ~~three~~ fifteen unit development involving more than two adjacent lots shall be subject to Planning Commission Design Review pursuant to Section 10-2.2502;
  - (7) The addition of an accessory dwelling unit or the addition of two units on a lot that already contains an existing single-family residence (see definition of accessory dwelling unit in Section 10-2.402);
  - (8) The addition of a third (3rd) unit on a lot that already contains two units;
  - (9) All Tier 2 AHO projects, which shall be allowed by-right and approved if all objective standards are met, consistent with State law.
  - (10) All housing development projects in which at least 20 percent of the units are dedicated for lower income households and are located on properties identified in appendix B of the 2021-2029 Housing Element meeting the requirements of either (a) or (b) below, which shall be allowed by-right and approved if all objective standards are met, consistent with State law.
    - a. Housing Element - Reused Sites. The proposed project site is i) listed on Table B-1 in the 2021-2029 Housing Element, ii) identified as a site used in a prior housing element, iii) not listed as vacant, and iv) satisfies any portion of the City’s lower income RHNA requirement.
    - b. Housing Element - Rezoned Sites. The proposed project site is i) listed on Table B-2 in the 2021-2029 Housing Element and identified in Table B-2 as satisfying any portion of the City’s low- or very low-income RHNA requirement.
  - (11) All other development not subject to Planning Commission Design Review pursuant to Section 10-2.2502.

*Subsection (b), paragraph (7) will be amended to read:*

- (7) The project shall comply with the Objective Residential Standards adopted by resolution of the City Council. If there is a conflict between “Criteria” (1) through (6) with the Objective Residential Standards, the Objective Residential Standards shall prevail.

*Subsection (e) will be amended to read:*

- (e) Notice of pending decision. Notice of a pending decision by the Planning Community Development Director or his/her assigned shall be given as follows for all non-residential development under subsection (a)(9) and for new multiple-family developments. For purposes of this section, new multiple-family developments shall mean development of two or three dwelling units on a vacant lot or in conjunction with demolition of 50% or more of the total floor area of existing development on the lot. New development shall not include an "accessory dwelling unit" as defined in Section 10-2.402.
  - (1) By mailing a written notice thereof, not less than 10 working days prior to the date of pending approval to the applicant, to the owner of the subject property and to the owners of properties within 300 feet of the exterior boundary of the subject property or properties; such notices shall be sent by first class mail, with postage prepaid, using the addresses from the last adopted tax roll, if available;
  - (2) By posting such notice in at least one prominent place on or about each parcel which is the subject of the proposed action, or upon utility poles or sticks along or about the street line of such parcel; and
  - (3) The content of the notice of pending decision for an Administrative Design Review shall contain the following information:
    - a. The date of filing of the application and the name of the applicant,
    - b. The file number assigned to the application,
    - c. A description of the proposed development and its location,
    - d. The date at which the application is expected to be approved, and
    - e. A statement that revisions to the proposed project will be considered by the Planning Community Development Director or his/her assigned upon the written request of any person provided that such written request is received by the Planning Community Development Director or his/her assigned within 10 working days from the date of sending the notice.

*Subsection (f) will be amended to read:*

- (f) Decision on application. The Planning Community Development Director or his/her assigned shall review the application and shall approve, approve with conditions, or deny the application. Projects meeting the requirements of Section 10-2.2500 (a)(9) or (10) shall be approved if found in compliance with the applicable objective standards per Criteria (7).
  - (1) If the decision of the Planning Community Development Director or his/her assigned is to approve the application, an approval stamp shall be affixed to the plans.
  - (2) If the approval requires conditions, the conditions will be made part of the approved plans.
  - (3) If the project requires a notice of pending decision pursuant to subsection (e) of this section, no decision will be made until completion of the deadline for written requests for revisions. If no written request for revisions is received, the Planning Community Development Director or his/her assigned shall make a decision pursuant to this subsection. If a written request for revisions has been received prior to the deadline, notice of the decision shall be mailed by first

class mail within seven days of the decision to the applicant and the person that provided the written request for revisions to the proposed project.

- (4) If the decision of the Planning Community Development Director or his/her assigned is to deny the application, the decision shall be in writing and shall recite the failure to meet the criteria upon which the decision is based. Where the decision is to deny the application, notice of the decision shall be mailed to the applicant by first class mail within seven days of the decision.

*Subsection (i) will be amended as follows – there are no changes to paragraphs (1) through (3):*

- (i) Notice of public hearing before the Planning Commission. Notice of public hearing before the Planning Commission to consider an appeal of the decision of the Planning Community Development Director or his/her assigned shall be given as follows:

*Subsection (m) will be amended as follows:*

- (m) Expiration. An approval subject to Administrative Design Review shall become null and void unless vested within 36 months after the date of the approval. Such time limits may be extended by the Planning Community Development Director or his/her assigned upon the written request of the applicant and the presentation of proof of an unusual hardship not of the applicant's own making. If an established time limit for development expires, and no extension has been granted, the approval, and all rights and privileges established therein, shall be considered null and void.

*Subsection (n) will be amended as follows – there are no changes to paragraphs (1) through (7):*

- (n) Revocation. After notice to the applicant and subject to appeal to the Planning Commission, the Planning Community Development Director or his/her assigned may revoke or modify any Administrative Design Review approval issued on one or more of the following grounds:

**Section 10-2.2502 Planning Commission Design Review.**

*Section 10-2.2502 Planning Commission Design Review shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a)(1)(b) will be amended to read:*

- b. Any new multi-family residential development containing ~~four sixteen~~ or more units on any lot and/or any new multi-family residential development ~~on a project site involving more than two residential lots~~ that do not meet the requirements of Section 10-2.2500(a).

*Subsection (a)(7) will be added as follows:*

- (7) Industrial Flex (IF) overlay zone. Any new development in the Industrial Flex (IF) zone. This excludes qualifying AHO projects as defined in Division 14 that meet the requirements of Section 10-2.2500 (a).

**New Section 10-2.2522 Reasonable Accommodation.**

*Section 10-2.2522 Reasonable Accommodation shall be added (shown as underlined text) to Article 12, Procedures:*

**Section 10-2.2522 Reasonable Accommodation.**

- (a) Purpose and Intent. It is the purpose of this chapter, in compliance with the fair housing laws, to provide a procedure to evaluate requests for reasonable accommodation related to specific applications of the zoning law in order to ensure that no person is discriminated against because of race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income, or ancestry, as required by federal and/or State law, by being denied an equal opportunity to use and enjoy their dwelling and to authorize the application of exceptions to the city's zoning law and land development standards, if warranted.

(b) Application

- (1) Any person, business, or organization may submit an application for reasonable accommodation to the city's residential development standards by submitting an application to the city's Community Development Director, or his or her designee, on a form provided by the city.
- (2) The following information shall be provided in the application:
  - a. The applicant's name, mailing address and daytime phone number(s) (and/or representatives) if so applicable;
  - b. Notarized written consent of the owner of the subject property if the applicant is not the owner;
  - c. The address of the property for which the request is being made;
  - d. The specific zoning code, law, regulation, procedure or policy of the city from which relief is sought;
  - e. An explanation of why the specified zoning code, law, regulation, procedure or policy is preventing, or will prevent, the applicant's use and enjoyment of the subject property;
  - f. The nature of the accommodation requested;
  - g. A site plan or illustrative drawing showing the proposed accommodation; and
  - h. The basis for the claim that the fair housing laws consider the applicant as protected (applicant should submit a letter from a medical doctor, handicap license, or other similar supportive evidence).

(c) Filing and Appeal Fees

- (1) A filing fee or an appeal fee, as applicable and in the amounts established by city council resolution, shall be paid at the time of the filing of an application or at the time of filing an appeal pursuant to this chapter.
- (2) If an applicant requires assistance in completing the application, the city shall provide reasonable assistance to ensure that the application process is accessible to the applicant.

(d) Determination of application

- (1) The request for reasonable accommodation shall be considered by the Community Development Director, who may deny, approve or conditionally approve the request.

(e) Findings

- (1) The following findings shall be made, and the Community Development Director shall approve an application upon a showing of all of the following:
  - a. The person who will use the subject property is protected under the fair housing laws;
  - b. The requested exception to the zoning code, law, regulation, procedure or policy is necessary to make specific housing available to persons occupying the subject property;
  - c. The requested accommodation will not impose an undue financial or administrative burden on the city; and
  - d. The requested accommodation will not require a fundamental alteration of the city's zoning or building laws, policies and/or procedures.

(f) Notice of decision

(1) Within thirty (30) days after acceptance of a complete application for reasonable accommodation the Community Development Director, shall provide the applicant with written notification of the decision regarding the request, including any reasonable conditions.

(g) Appeal

(1) Appeal of decision of the Community Development Director. Within ten (10) days of the date of any decision made pursuant to this section, any person aggrieved or affected by a decision of the Community Development Director in granting or denying a request for reasonable accommodation may appeal the decision to the Planning Commission.

(2) Appeal of decision of the Planning Commission. Within ten (10) days of the date of any decision made pursuant to this section, any person aggrieved or affected by a decision of the Planning Commission in granting or denying a request for reasonable accommodation may appeal the decision to the City Council and no further.

**NEW Article 13, Housing Replacement Obligations and Occupant Protections Required for New Development Projects**

*A new Article 13 shall be added to Chapter 2 (shown as underlined text) to address for replacement housing required by State law:*

Article 13, Housing Replacement Obligations and Occupant Protections Required for New Development Projects

Section 10-2.2600 Purpose

The purpose of this Section is to require housing replacement consistent with State Housing Law including Government Code Sections 66300.5-66300.6 and 65583.2(g)(3). This “Article” implements the provisions of those statutes.

Section 10-2.2601 State law consistency

The provisions of this Article are intended to comply with Government Code Sections 66300.5 et. seq and 65583 et. seq and related State laws. In the event that any provision of this Article conflicts with Sections 66300.5-66300.6 and 65583.2(g)(3) or any related State laws, the State law(s) shall apply.

Section 10-2.2602 Definitions

The definition of terms shall be as provided in Government Code Section 66300.5. In addition, the following definitions shall control over any conflicting definitions in other sections of the Redondo Beach Municipal Code. State law definitions, as they may be amended from time to time, control over the definitions in this section.

- (a) **Complete application.** refers to a complete application pursuant to Section 65943 of the California Government Code.
- (b) **Housing development project.** shall have the same meaning as defined in paragraph (3) of subdivision (b) of Section 65905.5 of the California Government Code,
- (c) **Protected units.** has the same meaning as set forth in California Government Code Section 66300.5.

Section 10-2.2603 Applicability

(a) Unless otherwise required by Government Code Section 66300 et seq. or another provision of State law, this article shall apply only to housing development projects that submit a preliminary application prior to January 1, 2030, or a complete application prior to January 1, 2034. This article shall not apply to a housing development project that submitted a complete application to the City before January 1, 2020.

- (b) For any development project that does not fall within paragraph (a), and unless otherwise required by Government Code Section 66300 et seq. or another provision of State law, this article shall apply if the applicant submits a complete application for planning entitlements and/or a building permit (if no planning entitlements are required), along with any associated submittal fee, on or after January 1, 2024 but before January 1, 2030

**Section 10-2.2604 Replacement Obligations and Occupant Protections Required for New Development Projects**

- (a) The City shall not approve any land use entitlement or issue a building permit for a housing development project that will require the demolition of one or more residential dwelling units unless the project will create at least as many residential dwelling units as will be demolished.
- (b) The City shall not approve any land use entitlement or issue a building permit for a development project that will require the demolition of occupied or vacant protected units, or where protected units were demolished after January 1, 2020, unless the housing development project meets all of the requirements of California Government Code Sections 66300.6 and 65583.2(g)(3).
- (c) Housing development projects must replace the units on site. Replacement units for non-residential projects may be located on a site other than the project site but shall be located within the same jurisdiction and the applicant may contract with another entity to develop the required replacement housing.

**Section 10-2.2606 Sunset Provision**

- (a) This article shall remain in effect only until January 1, 2034, and as of that date is repealed.
- (b) A development project that submits a preliminary application pursuant to Section 65941.1 of the California Government Code before January 1, 2030, remains subject to this article after January 1, 2030.

**The Planning Commission recommends that the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance inclusive of the proposed Zoning Map included as a “Link” within this “Exhibit E”. Below the “Link” are the Planning Commissions recommended Zoning Ordinance for the Coastal Zone amendments. Additional Planning Commission recommended changes to the Zoning Ordinance for the Coastal Zone amendments within this “Exhibit E” are included in Planning Commission RESOLUTION NO. 2024-\*\*-PCR-\*\*\***

September 2024 Draft Zoning Map with "Current Zoning", "Proposed Zoning", and "Current Zoning Areas of Change" (Download Documents Here)

# Proposed Amendments to Title 10, Chapter 5 of the Municipal Code.

---

## Amendments to Chapter 5, Coastal Land Use Plan Implementing Ordinance

### Amendments to Article 1, General Provisions

#### Section 10-5.300, Designation of Zones:

The following text will be revised (shown as strike through and underlined text) as follows:

Subsection (b) paragraph (1) will be amended to read:

- (b) Commercial.
  - (1) C-2 ~~and CN~~ Commercial Zones: C-2, C-2A, C-2B, and C-2-PD.

Subsection (c) will be amended to read:

- (c) Mixed Use.
  - (1) MU-~~21~~ Mixed Use Zone: MU-1A.
  - (2) MU-3 Mixed Use Zones: MU-3, ~~MU-3B~~ and MU-3C.

#### Section 10-5.402, Definitions:

The following definitions will be added to or revised (shown as strike through and underlined text) within Section 10-5.402, Definitions:

- ...
- “Employee housing” shall mean qualified employee housing providing accommodation for six or fewer employees, pursuant to the Health and Safety Code Section 17021.5(b).
- ...
- “Family” shall mean an individual or two or more persons, related by blood, marriage, or adoption, or a group of not more than five persons, excluding servants, who need not blood, marriage, or adoption, living together in a living together in a dwelling unit, with common access to and common use of all living, kitchen, and eating areas within a dwelling unit, but not including limited residential care facilities.

...

*“Floor area, gross.”* In calculating gross floor area, all horizontal dimensions shall be taken from the exterior faces of walls, including covered enclosed porches, but not including the area of inner courts or shaft enclosures.

- (a) Uses in nonresidential zones. Gross floor area shall mean the floor area of the ground floor and any additional stories, and the floor area of mezzanines, lofts, and basements of a structure. Gross floor area shall not include any area used exclusively for vehicle parking and loading, enclosed vertical shafts, or elevators.
- (b) Residential uses in "R" residential zones. Gross floor area shall mean the floor area of the ground floor and any additional stories of all buildings on the lot including accessory buildings. The gross floor area shall include mezzanines and lofts, and garages. Gross floor area shall not include decks, balconies, attics, basements where the finished first floor above the basement (or the roof of the basement where there is no first floor above) is no more than two feet above the existing grade or finished grade, whichever is lower, within the front 40 feet of the lot, or basements not located within the front 40 feet of the lot.
- (c) Mixed uses in mixed use zones. Gross floor area shall mean the floor area of the ground floor and any additional stories of all buildings on the lot including accessory buildings. The gross floor area shall include mezzanines, and lofts. Gross floor area shall not include decks, balconies, attics, basements where the finished first floor above the basement (or the roof of the basement where there is no first floor above) is no more than two feet above the existing grade or finished grade, whichever is lower, within the front 40 feet of the lot, or basements not located within the front 40 feet of the lot. Gross floor area shall not include any area used exclusively for vehicle parking and loading, enclosed vertical shafts, or elevators.

...

“Household” shall mean a family living together in a single dwelling unit, with a common access to, and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit all the people who occupy a housing unit. A household includes all related and unrelated people, who share the dwelling unit. A person living alone in a dwelling unit, or a group of unrelated people sharing a dwelling unit are also counted as a household.

...

“Household, lower income” shall mean a household making up to 80 percent of the area median income (AMI) as defined by the California Department of Housing and Community Development (HCD).

...

“Low barrier navigation center” shall mean a housing first, low barrier, temporary, service-enriched shelter focused on helping homeless individuals and families to quickly obtain permanent housing. Low barrier includes best practices to reduce barriers to entry, such as allowing partners, pets, storage of personal items, and privacy.

...

“Mixed Use, Horizontal” shall mean a project that combines different types of uses within multiple single-use buildings that offer complementary functions as a horizontal mixed use (HMU) project. A HMU project may include apartment buildings, businesses and retail stores all located within the same development site and operating as a cohesive district.

...

“Mixed Use, Vertical” shall mean a project that combines different types of uses within the same building as a vertical mixed use (VMU) project. A VMU project might include a building with commercial uses on the ground floor and residential or office uses on higher floors.

...

"Residential care facility, limited" shall mean 24-hour non-medical care for six or fewer persons in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. ~~This classification includes only those services and facilities licensed by the State of California.~~

...

"Single room occupancy (SRO) housing" shall mean an efficiency unit that (1) is occupied as a primary residence and (2) is subject to state landlord-tenant law pursuant to chapter 2 (commencing with section 1940) of Title 5 of part 4 of division 3 of the Civil Code. The term also includes a unit in an "SRO Project" as described in Title 4 California Code of Regulations Section 10325(g)(3)(H).

...

"Supportive housing" shall mean housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community (as defined by Government Code Section 65582).

...

"Target population" shall mean persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for service provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

...

"Transitional housing" shall mean a building or buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculation of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six (6) months from the beginning of the assistance (as defined by Section 50675.2 of the Health and Safety Code).

...

## Amendments to Article 2, Zoning Districts

### *Section 10-5.500 Specific Purposes, R-1 and R-1A single-family residential zones*

*Section 10-5.500 Specific Purposes, R-1 and R-1A single-family residential zones shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Provide residential areas to be developed exclusively for single-family dwellings, including those units used as transitional housing, supportive housing or employee housing, subject to appropriate site and design standards, consistent with the Coastal Land Use Plan and with the standards of public health, safety, and welfare established by the Municipal Code;

### *Section 10-5.501 Land use regulations: R-1 and R-1A single-family residential zones.*

*The following uses will be added (shown as underlined text) to the table as noted below:*

Classifications	R-1	R-1A	Additional Regulations See Sections:
<b>Residential Uses</b>			
<u>Supportive housing</u>	<u>P</u>	<u>P</u>	<u>10-5.1638</u>
<u>Transitional housing</u>	<u>P</u>	<u>P</u>	

Employee housing	<u>P</u>	<u>P</u>	
------------------	----------	----------	--

**Section 10-5.510 Specific Purposes, R-2, R-3A, RMD, and RH multiple-family residential zones.**

Section 10-5.510 Specific Purposes, R-2, R-3A, RMD, and RH multiple-family residential zones shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Provide appropriately located areas for multiple-family residential development, including those units used as transitional housing, supportive housing or employee housing consistent with the Coastal Land Use Plan, and with the standards of public health, safety, and welfare established by the Municipal Code;

**Section 10-5.511, Land use regulations: R-2, R-3, RMD, and RH multiple-family residential zones.**

The following uses and note will be revised and added (shown as strike through and underlined text) to the table as noted below:

Classifications	R-2	R-3	R-3A	RMD	RH-1	RH-2	RH-3	Additional Regulations See Section:
<b>Residential Uses</b>								
2- <del>3</del> <u>15</u> residential units on a lot*	P	P	P	P	P	P	P	10-5.1608
<del>4</del> <u>16</u> or more residential units on a lot*	C	C	C	C	C	C	C	10-5.1608
<u>Supportive housing</u>	<u>P</u>	<u>10-5.1638</u>						
<u>Transitional housing</u>	<u>P</u>							
<u>Employee housing</u>	<u>P</u>							

\*Maximum number of units per each Zone is established by the applicable Zone’s development standards.

**Section 10-5.513 Development standards: R-2 low density multiple-family residential zone**

Section 10-5.513 Development standards: R-2 low density multiple-family residential zone shall revised (shown as strike through and underlined text) as follows:

Subsection (b) will be amended to read:

- (b) Permitted lot combinations. Two or more lots may be combined only when all of the requirements of subsections (b)(1) and), (b)(2) of this section are satisfied. ~~(This subsection is not intended to permit the combination of two or more typical or standard-sized lots or to permit developments of a mass and scale inconsistent with the character of the neighborhood.)~~

~~(1) One of the following conditions exists:~~

- ~~a. One or more of the lots is less than 5,000 square feet in area, or~~
- ~~b. One or more of the lots has no legal access from a public street or alley, or~~
- ~~c. One or more of the lots is subject to other unique circumstances such as unusual lot size, shape or topography, and the combining of the lots will help achieve an improved development more consistent with the character of development in the neighborhood;~~

- (1) A parcel map is approved pursuant to the standards and requirements set forth in Chapter 1, Title 10 of the Municipal Code, the Subdivision Map Act and Article 10 of this chapter;
- (2) The proposed combination is brought in connection with an applications for Administrative Design Review for projects processing 15 units or fewer, or ~~Planning Commission Design Review~~ and a Conditional Use Permit for a development greater than 15 units consistent with the development standards applicable to the zone.

*Section 10-5.515 Development standards: R-3a low density multiple-family residential zone*

*Section 10-5.515 Development standards: R-3a low density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (b) will be amended to read:*

- (b) Permitted lot combinations. Two or more lots may be combined only when the following are satisfied.
  - ~~(1) The front lot line of the combined lots shall not exceed 100 feet,~~
  - (1) A parcel map is approved pursuant to the standards and requirements set forth in Chapter 1, Title 10 of the Municipal Code and the Subdivision Map Act and Article 10 of this chapter;
  - (2) The proposed combination is brought in connection with an applications for Administrative Design Review for projects processing 15 units or fewer, ~~or Planning Commission Design Review~~ and a Conditional Use Permit for a development greater than 15 units consistent with the development standards applicable to the zone.

*Section 10-5.516 Development standards: RMD medium density multiple-family residential zone*

*Section 10-5.516 Development standards: RMD medium density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (b) will be amended to read::*

- (b) Permitted lot combinations. Two or more lots may be combined provided that the following requirements are satisfied:
  - (1) A parcel map is approved pursuant to the standards and requirements set forth in Chapter 1, Title 10 of the Municipal Code and the Subdivision Map Act and Article 10 of this Chapter;
  - (2) The proposed combination is brought in connection with application an applications for Administrative Design Review for projects processing 15 units or fewer, ~~or Planning Commission Design Review~~ and a Conditional Use Permit for a development greater than 15 units consistent with the development standards applicable to the zone.

*Section 10-5.517 Development standards: RH-1 high density multiple-family residential zone.*

*Section 10-5.517 Development standards: RH-1 high density multiple-family residential zone shall be amended as follows:*

- (a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ 1,452 square feet of lot area, not to exceed ~~28~~ 30 dwelling units per net acre except one unit may be constructed on any legal lot as defined in Section 10-5.402 and Section 10-5.1528 of this chapter.

*Section 10-5.518 Development standards: RH-2 high density multiple-family residential zone.*

*Section 10-5.518 Development standards: RH-2 high density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Lot area per dwelling unit. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ 1,452 square feet of lot area, not to exceed ~~28~~ 30 dwelling units per net acre except one unit may be constructed on any legal lot as defined in Section 10-5.402 and Section 10-5.1528 of this chapter.

*Section 10-5.519 Development standards: RH-3 high density multiple-family residential zone.*

*Section 10-5.519 Development standards: RH-3 high density multiple-family residential zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Lot area per dwelling unit.
  - (1) The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,556~~ 1,452 square feet of lot area, not to exceed ~~28~~ 30 dwelling units per net acre except one unit may be constructed on any legal lot as defined in Section 10-5.402 and Section 10-5.1528 of this chapter.

*Section 10-5.620, Land use regulations: C-2, C-2A, and C-2B commercial zones, and C-2-PD pedestrian-oriented commercial zone.*

*The following uses will be added (shown as underlined text) to the table as noted below:*

Classifications	C-2	C-2A	C-2B	C-2-PD	Additional Regulations See Section:
Animal sales and services:					
<u>Animal Kennels</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	

*Section 10-5.640, Land use regulations: C-4, C-4A, and C-4B commercial zones, and C-4-PD pedestrian-oriented commercial zone.*

*The following uses will be added (shown as underlined text) to the table as noted below:*

Classifications	C-4	C-4A	C-4B	C-4-PD	Additional Regulations See Section:
<b>Other Uses</b>					
<u>Single room occupancy housing</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>10-5.1640</u>

*Section 10-5.815 Development standards: CC-4 coastal commercial zone.*

*Section 10-5.815 Development standards: CC-4 coastal commercial zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) paragraph (2) will be amended to read:*

- (2) Sub-area 2. On Mole B and on portions of leaseholds in sub-area 2 as shown in the illustration in subsection (c) of this section, FAR shall not exceed ~~0.25~~ 0.20.

*Section 10-5.900 Specific Purposes, MU-~~21~~, and MU-3 mixed-use zones.*

*Section 10-5.900 Specific Purposes, MU-~~21~~, and MU-3 mixed-use zones shall be revised (shown as strike through and underlined text) as follows:*

In addition to the general purposes listed in Section 10-5.102, the specific purposes of the MU-~~21~~ and MU-3 mixed use zones are to:

*Subsection (a) will be amended to read:*

- (a) Encourage residential uses, including those units used as transitional housing, supportive housing or employee housing, in conjunction with commercial activities in order to create an active street life, enhance the vitality of businesses, and reduce vehicular traffic;

*Section 10-5.910, Land use regulations: MU-21a, MU-3, ~~MU-3B~~, and MU-3C mixed-use zones.*

The following uses will be added (shown as underlined text) to the table as noted below:

Classifications	MU-21A	MU-3	MU-3B MU-3C	Additional Regulations See Section:
<b>Residential Uses</b>				
<u>Supportive housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>10-5.1638</u>
<u>Transitional housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Employee housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<b>Other Uses</b>				
<u>Low barrier navigation centers</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>10-5.1636</u>

*Section 10-5.914 Development standards: MU-21a mixed-use zone.*

Section 10-5.914 Development standards: MU-21a mixed-use zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Floor area ratio. See definition of floor area ratio in Section 10-5.402.
  - (1) Commercial uses. For projects containing only commercial uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not be less than 0.35 or exceed 0.5 ~~0.7~~.
  - (2) Mixed-use. For projects including both commercial and residential uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5. The following shall also apply:
    - a. Maximum commercial floor area. All floor area exceeding a floor area ratio of 0.7 shall be developed for residential uses.
    - b. Minimum commercial floor area. The commercial component of mixed-use projects shall have a minimum floor area ratio of 0.35.

Subsection (b) will be amended to read:

- (b) Residential density. The maximum number of dwelling units on a lot shall be no more than one unit for each ~~1,245~~ 1,452 square feet of lot area.

*Section 10-5.917 Development standards: MU-3B mixed-use zone.*

Section 10-5.918 Development standards: MU-3B mixed-use zone no longer applies to any properties in the Coastal zone, and shall be removed.

*Section 10-5.918 Development standards: MU-3C mixed-use zone.*

Section 10-5.918 Development standards: MU-3C mixed-use zone shall be revised (shown as strike through and underlined text) as follows:

Subsection (a) will be amended to read:

- (a) Floor area ratio. (See definition of floor area ratio in Section 10-5.402.)
  - (1) Commercial uses. For projects containing only commercial uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not be less than 0.35 or exceed 1.0 ~~0.5~~.
  - (2) Mixed-use. For projects including both commercial and residential uses, the floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 1.5. The following shall also apply:
    - a. Maximum commercial floor area. All floor area exceeding a floor area ratio of 0.7 shall be developed for residential uses.

- b. Minimum commercial floor area. The commercial component of mixed-use projects shall have a minimum floor area ratio of 0.35.

*Subsection (b) will be amended to read:*

- (b) Residential Density. The maximum number of dwelling units permitted on a lot shall be not more than one dwelling unit for each ~~1,245~~ 1,452 square feet of lot area, not to exceed ~~35~~ 30 dwelling units per net acre except one unit may be constructed on any legal lot as defined in Section 10-5.402 and Section 10-5.1528 of this chapter.

*Section 10-5.1113 Development standards: P-RVP Riviera Village parking zone.*

*Section 10-5.1113 Development standards: P-RVP Riviera Village parking zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~1.0~~ 0.75 (see definition of floor area ratio in Section 10-5.402).

*Section 10-5.1117 Development standards: P-PRO Parks, recreation, and open space zone.*

*Section 10-5.1117 Development standards: P-PRO Parks, recreation, and open space zone shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Floor area ratio. The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed ~~0.25~~ 0.20 (see definition of floor area ratio in Section 10-5.402).

**Amendments to Article 4, Special Use Regulations**

*Section 10-5.1608 Condominiums*

*Section 10-5.1608, Condominiums shall be revised (shown as strike through and underlined text) to allow projects with up to 15 units be permitted administratively:*

*Subsection (c) will be amended to read:*

- (c) Conditional use permits and design review required.
  - (1) No condominium containing ~~four~~ sixteen or more units shall be established unless a Conditional Use Permit is obtained pursuant to Section 10-5.2506 of this chapter.
  - (2) Condominiums containing ~~four~~ sixteen or more units shall be subject to Planning Commission Design Review pursuant to Section 10-5.2502.
  - (3) Condominiums containing two to ~~three~~ fifteen units shall be subject to Administrative Design Review pursuant to Section 10-5.2500.

*Section 10-5.1636 Low Barrier Navigation Centers.*

*Section 10-5.1636 Low Barrier Navigation Centers shall be added (shown as underlined text) to Article 4, Special Use Regulations:*

Section 10-5.1636 Low Barrier Navigation Centers.

- (a) Purpose and Intent. The purpose of this Section is to establish development standards for low barrier navigation centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of State law, specifically Article 12 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with California Government Code Section 65660.

- (a) Applicability. The provisions of this section shall apply to all low-barrier navigation center projects. Low-barrier navigation centers are allowed by-right (not subject to a discretionary permit or approval) in areas zoned for mixed-use and nonresidential zones permitting multifamily uses. Low barrier navigation centers must meet the following requirements:
  - (1) Connected Services. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
  - (2) Coordinated Entry System. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. “Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
  - (3) Code Compliant. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
  - (4) Homeless Management Information System. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

*Section 10-5.1638 Supportive Housing.*

*Section 10-5.1638 Supportive Housing shall be added (shown as underlined text) to Article 4, Special Use Regulations:*

Section 10-5.1638 Supportive Housing.

- (a) Purpose and Intent. The purpose of this section is to ensure that housing development projects that meet the definition of supportive housing as defined in California Government Code Section 65650 et seq. are reviewed and processed ministerially pursuant to California Government Code Section 65583(c)(3).
- (b) Applicability. The provisions of this chapter shall apply to all supportive housing projects meeting the requirements of California Government Code Section 65650 et seq.
- (c) Projects allowed by-right. Supportive housing shall be a use by right, subject to administrative design review, in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed development satisfies all of the following requirements:
  - (1) The development is within a mixed-use zone or multi-family residential zone.
  - (2) Units within the development are subject to a recorded affordability restriction for 55 years.
  - (3) One hundred percent of the units, excluding the manager unit(s), within the development are dedicated to lower income households and are receiving public funding to ensure affordability of the housing to lower income Californians.
  - (4) At least 25 percent of the units in the development or 12 units, whichever is greater, are restricted to residents in supportive housing who meet criteria of the target population. If the development consists of fewer than 12 units, then 100 percent of the units, excluding manager unit(s), in the development shall be restricted to residents in supportive housing.
  - (5) Non-residential floor area shall be used for on-site supportive services in the following amounts:
    - A. For a development with 20 or fewer total units, at least 90 square feet shall be provided for onsite supportive services.

- B. For a development with more than 20 units, at least 3 percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.
- (6) The developer replaces any dwelling units on the site of the supportive housing development in the manner provided in State Density Bonus Law (California Government Code Section 65915(c)(3)(C)).
- (7) Units within the development, excluding manager unit(s), include at least one bathroom and a kitchen or other cooking facilities, including, at minimum, a stovetop, a sink, and a refrigerator.
- (d) Development and Operational Standards. Supportive housing projects shall comply with all the following standards
  - (1) The project shall comply with applicable Objective Residential Standards, and development standards or policies also required of multifamily developments in the same zone. Supportive housing projects in nonresidential zones where housing is permitted by State law, shall comply with the development standards applicable to the multifamily zone consistent with the density for the project.
  - (2) The applicant shall submit a plan for providing supportive services, to include all the following items:
    - a. Documentation that supportive services will be provided on-site.
    - b. The name of the proposed entities that will provide supportive services.
    - c. The proposed funding sources for the services provided.
    - d. Proposed staffing levels.
  - (3) No minimum parking requirements shall be required for the units occupied by supportive housing residents for projects located within one-half mile of a public transit stop.

*Section 10-5.1640 Single Room Occupancy (SRO) Housing.*

*Section 10-5.1640 1640 Single Room Occupancy (SRO) Housing shall be added (shown as underlined text) to Article 4, Special Use Regulations:*

Section 10-5.1640 Single Room Occupancy Housing.

- (a) Purpose and Intent. The purpose of this section is to regulate the development and operation of single room occupancy (SRO) housing. Single room occupancy (SRO) units provide housing opportunities for lower-income individuals, persons with disabilities, seniors, and formerly homeless individuals.
- (b) Applicability. The provisions of this chapter shall apply to all SRO housing projects.
- (c) Permit required. An SRO housing facility may be approved via a conditional use permit in the following zoning districts:
  - (1) C-4 commercial zones
  - (2) C-4A commercial zones
  - (3) C-4B commercial zones
  - (4) C-4-PD pedestrian-oriented commercial zones
- (d) Relationship to underlying zone. In zoning districts which allow SRO housing with the issuance of a conditional use permit, the regulations contained herein shall be considered additional to those of the underlying zoning district. The provisions of this chapter shall prevail in the event of a conflict with the underlying zoning district regulations.

(e) Development and Operational Standards. SRO housing projects shall comply with all of the following standards:

(1) SRO Units. The following standards apply to single room occupancy units.

- a. Unit Size. The minimum size of a unit shall be two hundred (200) square feet, the maximum size of a unit shall be five hundred (500) square feet.
- b. Bathroom Facilities. An SRO unit is not required to, but may contain, partial or full bathroom facilities. A partial bathroom facility shall have at least a toilet and sink; a full facility shall have a toilet, sink, and bathtub, shower, or bathtub/shower combination. If a full bathroom facility is not provided, common bathroom facilities shall be provided in accordance with California Building Code for congregate residences with at least one full bathroom per every three units on a floor.
- c. Kitchen. An SRO unit may contain partial or full kitchen facilities. A full kitchen includes a sink, a refrigerator, and a stove, range top, or oven. A partial kitchen is missing at least one of these appliances. If a full kitchen is not provided, common kitchen facilities shall be provided with at least one full kitchen per floor.
- d. Closet. Each SRO shall have a separate closet with at least four (4) square feet of closet space with an unobstructed height of at least five feet for use by the occupant.
- e. Access. Exterior doors and windows accessible from outside the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more means of exit from the building appropriately marked and leading to safe and open space at ground level.
- f. Code Compliance. All SRO units shall comply with all requirements of the California Building Code.

(2) SRO Facilities. The following standards apply to single room occupancy buildings.

- a. Density. A single room occupancy facility is not required to meet density standards of the general plan.
- b. Common Area. Four square feet of interior common space per unit shall be provided, with at least two hundred (200) square feet in area of interior common space, excluding janitorial storage, laundry facilities, and common hallways. All common areas shall comply with all applicable ADA accessibility and adaptability requirements.
- c. Bathroom Facilities. If private bathing facilities are not provided for each unit, shared shower or bathtub facilities shall be provided in accordance with the most recent edition of the California Building Code for congregate residences with at least one full bathroom (including toilets, sinks, and bathing facilities) per every three units on a floor. The shared shower or bathtub facility shall be accessible from a common area or hallway. Each shared shower or bathtub facility shall be provided with an interior lockable door.
- d. Laundry Facilities. Laundry facilities shall be provided in a separate room at the ratio of one washer and dryer for every ten (10) units.
- e. Cleaning Supply Room. A cleaning supply room or utility closet with a wash tub with hot and cold running water shall be provided on each floor of the SRO facility.
- f. Management Plan. A management plan shall be submitted with the development application for an SRO facility and shall be approved by the community development director or his/her assigned. The management plan must address management and

operation of the facility, rental procedures, safety and security of the residents and building maintenance.

- g. Facility Management. An SRO facility with ten (10) or more units shall have an on-site manager. An SRO facility with less than ten (10) units shall provide a management office on-site.
- h. Parking. Parking shall be provided for an SRO facility at a rate of one parking space per unit plus an additional space for the on-site manager.
- i. Accessibility. All SRO facilities shall comply with all applicable ADA accessibility and adaptability requirements.
- j. Existing Structures. An existing structure may be converted to an SRO facility, consistent with the provisions of this section.

## Amendments to Article 5, Parking Regulations

### Section 10-5.1704 Residential parking standards

Section 10-5.1704 Residential parking standards will be revised (shown as strike through and underlined text) as follows:

Subsection (a) paragraph (2) will be amended to read:

- (2) Multiple-family dwellings. Multiple-family dwellings on the same lot shall provide parking spaces for each dwelling unit based on the size of each unit as follows: 1 parking space for each studio/0-bedroom unit, 1.5 parking space for each 1-bedroom unit, and 2 parking spaces for each unit with two or more bedrooms. ~~a minimum of two parking spaces for each dwelling unit, of which at least one space per dwelling unit shall be within an enclosed private or common parking garage.~~

### Section 10-5.1706 Commercial, industrial, and other nonresidential parking standards

Section 10-5.1706 Commercial, industrial, and other nonresidential parking standards will be revised (shown as strike through and underlined text) as follows:

Use	Spaces Required
Emergency shelters:	<del>One space for each 250 square foot of gross floor area.</del> <u>One parking space per employee on site at the same time.</u>
SRO facility:	<u>One parking space per unit plus an additional space for the on-site manager.</u>

## Amendments to Article 8, Nonconforming Uses and Structures

### Section 10-5.2002 Nonconforming uses

Section 10-5.2002 Nonconforming uses will be revised (shown as underlined text) as follows:

Subsection (e) will be amended to read:

- (e) Re-establishment of uses in structures partially destroyed. A nonconforming use in a structure destroyed due to an involuntary event to the extent of 50% or more of its square footage at the time of its partial destruction may not be re-established and any new structure shall conform to all the requirements of City laws upon reconstruction, except as follows:
  - a. Nonconforming commercial uses in areas designated as residential in the general plan which are totally or partially destroyed may be re-established to the original use, consistent with the requirements of Article 10 of this chapter.

### *Section 10-5.2004 Nonconforming structures*

*Section 10-5.2004 Nonconforming structures will be revised (shown as strike through and underlined text) as follows:*

*Subsection (c) will be amended to read:*

- (c) Reconstruction of nonconforming structures partially destroyed. A nonconforming structure destroyed to the extent of 50% or more of its square footage at the time of its partial destruction shall conform to all the requirements of City laws upon reconstruction, except as follows:
  - (1) Multiple-family dwellings, community apartment projects, condominium projects, or stock cooperatives which are totally or partially destroyed may be reconstructed to the original number of units and size of units. Such reconstruction shall be in accordance with the development standards of the zone in which the project is located, unless these economically or physically preclude the ability to attain the pre-existing density and size of units, wherein the standards may be waived as necessary to attain such density and size of units. Any such reconstruction shall include at least the original number of parking spaces.
  - (2) Single-family dwellings which have been partially or totally destroyed due to involuntary events may be reconstructed to their pre-existing setbacks and size of unit, provided there is no increase in the degree of nonconformity.
  - (3) In the event of any reconstruction on any property upon which existed apartment units which have been totally or partially destroyed, and the reconstruction constitutes a community apartment project, condominium project, or stock cooperative, such projects shall comply with the development standards of the zone in which the structure is located.
  - (4) Nonconforming commercial uses in areas designated as residential in the general plan with on-site structures which are totally or partially destroyed may be reconstructed to the original size. Such reconstruction shall be consistent with the requirements for replacing a structure following a disaster (Section 10-5.2208(a)(5)), and in accordance with the development standards of the zone in which the project is located, unless these economically or physically preclude the ability to attain the pre-existing square footage, wherein the standards may be waived as necessary to attain a similar size. Any such reconstruction shall also include at least the original number of parking spaces.

### Amendments to Article 9, Density Bonuses

*Existing language in Article 9, (Sections 10-5.2100 – 10-5.2112), Density Bonuses will be repealed and replaced (replacement language is shown as underlined text) with the following:*

#### Section 10-5.2100 Purpose

The purpose of this Section is to encourage the development of affordable housing in accordance with State law. State Density Bonus Law, codified in Government Code Section 65915, et seq., provides that a local government shall grant affordable housing benefits as defined in paragraph 2102 of this section, if requested by the applicant and consistent with the applicable requirements of this section, to a developer of a qualified housing development. This “Article” establishes the procedural process to implement State Density Bonus Law.

#### Section 10-5.2101 State law incorporated.

The provisions of this Chapter are intended to comply with State Density Bonus Law. In the event that any provision of this Chapter conflicts with Government Code Section 65915 or any related State law(s), the State law(s) shall apply.

**Section 10-5.2102 Definitions.**

The definition of terms shall be as provided in Government Code Section 65915, et seq. In addition, the following definitions shall control over any conflicting definitions in other Sections of the Redondo Beach Municipal Code. State law definitions, as they may be amended from time to time, control over the definitions in this section.

- (a) “Affordable Housing Benefits” means one or more the of the following, as defined in Government Code Section 65915:
  - (1) A density bonus;
  - (2) An incentive or concession;
  - (3) A development standard waiver or modification; and
  - (4) A parking standard modification.
- (b) “Applicant” means the applicant or permittee of a Qualified Housing Development and its assignees or successors in interest.
- (c) “Director” means the City’s Community Development Director or designee.
- (d) “Qualified Housing Development” means a housing development that meets the threshold eligibility for Affordable Housing Benefits, as identified in Government Code Section 65915.

**Section 10-5.2103 Target Rents and Mortgage Payments.**

Target rents and Mortgage payments shall be as provided in Government Code Section 65915.

**Section 10-5.2104 Affordability Requirements and Construction of Affordable Units.**

- (a) The affordability requirements shall be as provided in Government Code Section 65915.
- (b) The affordable units that qualify the project as a Qualified Housing Development must be constructed concurrently with or prior to the construction of any market rate units.

**Section 10-5.2104 Application Required.**

An applicant seeking any Affordable Housing Benefits under this Article must comply with all of the following:

- (a) The applicant shall file an application for a Density Bonus Permit on a form approved by the Director concurrently with the applications for any other land use permits or approvals that may be required for the project.
- (b) The applicant shall enter into an agreement with the City pursuant to Section 10-5.2108, to maintain and enforce the affordable housing component of the housing development.
- (c) Contents of Application. The application for a Density Bonus Permit shall include the following information:
  - (1) A description of the project, including the gross acreage of the parcel(s), the total number of proposed dwelling units, the number of affordable units and level of affordability for each affordable unit proposed to be included in the project, and the location, design, and phasing of all units;
  - (2) A breakdown of the current and proposed general plan and zoning designations, and the maximum allowable residential density (as defined in State law);
  - (3) In applications involving the donation of land and/or childcare facilities, the location of such land and/or facilities and a detailed description of compliance with the conditions and definitions in State law;

- (4) A calculation of the density bonus allowed pursuant to State law, including the percentage of density bonus, percentage of income-restricted units, and number of density bonus units being proposed over and above the maximum allowable residential density;
  - (5) A description of the incentives or concessions requested (if any), including a detailed explanation as to how the request will enable the applicant to provide housing at the target rents or mortgage payments;
  - (6) A description of the waivers or reductions of development standards requested (if any), including identification of each specific development standard from which the applicant seeks to deviate and a detailed explanation as to how the application of the development standard would physically preclude the development of a development meeting the eligibility criteria at the densities or with the concessions or incentives permitted by State law;
  - (7) The proposed method of ensuring the continued affordability of all income-restricted units, for the applicable time period(s) in State law;
  - (8) Other relevant information as required by State law; and
  - (9) Other information identified on the City’s application form that may be required to ensure compliance with State law.
- (d) An application for a Density Bonus permit will not be processed until it complies with all of the provisions of this Section as determined by the Director and shall be processed concurrently with other required entitlements for the project. Prior to the submittal of an application for a Qualified Housing Development, an applicant may submit to the Director a preliminary proposal for Affordable Housing Benefits.
- (e) Approval of a Density Bonus permit shall be at the same level as the planning entitlement action for the project with the highest requirement.

#### Section 10-5.2105 Review of Requested Affordable Housing Benefits

- (a) The City shall grant a density bonus to a Qualified Housing Development in the amount specified by Government Code Section 65915 provided the resulting project is consistent with the provisions of the California Coastal Act and the Coastal Land Use Plan.
- (b) If requested, the City shall grant a parking ratio reduction to a Qualified Housing Development in accordance with the requirements of Government Code Section 65915 provided the resulting project is consistent with the provisions of the California Coastal Act and the Coastal Land Use Plan, including all requirement to ensure coastal access.
- (c) The City shall grant the specific concession(s) or incentive(s) requested by the Applicant, unless it makes any of the relevant written findings stated in Government Code Section 65915(d). Senior citizen housing developments that qualify for a density bonus shall not receive any incentives or concessions beyond of those allowed under Section VI, Subsection D, Policy 14 of the Coastal Land Use Plan, unless Government Code Section 65915 is amended, to specifically require that local agencies grant incentives or concessions for senior citizen housing developments.
- (d) The City shall grant a requested waiver or reduction of a development standard, unless it finds that:
  - (1) The application of the development standard does not have the effect of physically precluding the construction of a housing development at the density allowed by the density bonus and with the incentives or concessions granted to the applicant;
  - (2) The waiver or reduction of the development standard would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact;

- (3) The waiver or reduction of the development standard would have an adverse impact on any real property that is listed in the California Register of Historical Resources; or
- (4) The waiver or reduction of the development standard would be contrary to state or federal law.
- (5) The waiver or reduction is inconsistent with the California Coastal Act.
- (e) The granting of any Affordable Housing Benefit shall not be interpreted, in and of itself, to require a Coastal Land Use Plan amendment, zoning change, or other discretionary approval;
- (f) This Section does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the City or the waiver of fees or dedication requirement, except as otherwise provided by State law.

**Section 10-5.2106 Appeals**

- (a) If the decision to approve or deny an application for an Affordable Housing Benefit is made by the Director or Planning Commission, any person may appeal the decision. The appeal shall be in writing, state the grounds for appeal, and shall be filed with the City Clerk including the applicable fee, within 15 calendar days of the date of the mailing of the Director’s decision or Commission hearing date. The decision of the City Council shall be final.
- (b) If the decision to approve or deny an application for an Affordable Housing Benefit is made by the Director or his/her assigned, then an appeal may be filed with the Planning Commission. If the decision is made by Planning Commission, then an appeal may be filed to the City Council.
- (c) Notwithstanding the provisions of Section10-5.2108, if the determination of the underlying application for the Qualified Housing Development is also appealed along with the decision of the Affordable Housing Benefit, then the entire project shall be controlled by the appeal procedures applicable to the underlying application.

**Section 10-5.2108, Affordable Housing Agreement and Equity Sharing Agreement**

A building permit for a Qualified Housing Development shall only be issued if and when the Applicant, or its designee, enters into an affordable housing agreement and, if applicable, an equity sharing agreement, with the City or its designee pursuant to, in compliance with, and to implement this Section and State law. The agreements shall be in the form approved by the City which shall contain terms and conditions mandated by, or necessary to implement, State law and this Article. The Director may designate a qualified administrator or entity to administer the provisions of this section on behalf of the City. The affordable housing agreement shall be recorded prior to, or concurrently with, final map recordation or, where the Qualified Housing Development does not include a map, prior to issuance of a building permit for any structure on the site. The Director is hereby authorized to enter into the agreements authorized by this section on behalf of the City upon approval of the agreements by City Attorney for legal form and sufficiency.

**Amendments to Article 12, Procedures**

*Section 10-5.2500 Administrative Design Review.*

*Section 10-5.2500 Administrative Design Review shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a) will be amended to read:*

- (a) Purpose. The purpose of Administrative Design Review is to enable the Community Development Director or his/her assigned to review minor development projects that otherwise meet the zoning regulations, in terms of the appropriateness of the design. The Community Development Director or his/her assigned shall review:
  - (1) All new single-family residences;

- (2) All additions to existing single-family residences where the combined addition is greater than 500 square feet of gross floor area to the dwelling and/or any accessory building;
- (3) All additions to existing single-family residences that entail expansion of floor area above the first story;
- (4) All additions of less than 1,000 gross square feet to multiple-family residential developments containing four or more units;
- (5) All floor area additions to residential developments containing two to three units;
- (6) All new residential developments containing two to ~~three~~ fifteen units on any lot, subject to a notice of pending decision pursuant to subsection (e) of this section. Any two to ~~three~~ fifteen unit development involving more than two adjacent lots shall be subject to Planning Commission Design Review pursuant to Section 10-5.2502;
- (7) The addition of an accessory dwelling unit or the addition of two units on a lot that already contains an existing single-family residence (see definition of accessory dwelling unit in Section 10-5.402);
- (8) The addition of a third (3rd) unit on a lot that already contains two units;
- (9) All housing development projects in which at least 20 percent of the units are dedicated for lower income households and are located on properties identified in appendix B of the 2021-2029 Housing Element meeting the requirements of either (a) or (b) below, which shall be allowed by-right and approved if all objective standards are met, consistent with State law.
  - a. Housing Element - Reused Sites. The proposed project site is i) listed on Table B-1 in the 2021-2029 Housing Element, ii) identified as a site used in a prior housing element, iii) not listed as vacant, and iv) satisfies any portion of the City’s lower income RHNA requirement.
  - b. Housing Element - Rezoned Sites. The proposed project site is i) listed on Table B-2 in the 2021-2029 Housing Element and identified in Table B-2 as satisfying any portion of the City’s low- or very low-income RHNA requirement.
- (10) All other development not subject to Planning Commission Design Review pursuant to Section 10-5.2502.

*Subsection (b), paragraph (7) will be amended to read:*

- (7) The project shall comply with the Objective Residential Standards adopted by resolution of the City Council. If there is a conflict between “Criteria” (1) through (6) with the Objective Residential Standards, the Objective Residential Standards shall prevail.

*Subsection (e) will be amended to read:*

- (e) Notice of pending decision. Notice of a pending decision by the Community Development Director or his/her assigned shall be given as follows for all non-residential development under subsection (a)(9) and for new multiple-family developments. For purposes of this section, new multiple-family developments shall mean development of two or three dwelling units on a vacant lot or in conjunction with demolition of 50% or more of the total floor area of existing development on the lot. New development shall not include an "accessory dwelling unit" as defined in Section 10-5.402.
  - (1) By mailing a written notice thereof, not less than 10 working days prior to the date of pending approval to the applicant, to the owner of the subject property and to the owners of properties within 300 feet of the exterior boundary of the subject property or properties; such notices shall be sent by first class mail, with postage prepaid, using the addresses from the last adopted tax roll, if available;

- (2) By posting such notice in at least one prominent place on or about each parcel which is the subject of the proposed action, or upon utility poles or sticks along or about the street line of such parcel; and
- (3) The content of the notice of pending decision for an Administrative Design Review shall contain the following information:
  - a. The date of filing of the application and the name of the applicant,
  - b. The file number assigned to the application,
  - c. A description of the proposed development and its location,
  - d. The date at which the application is expected to be approved, and
  - e. A statement that revisions to the proposed project will be considered by the Community Development Director or his/her assigned upon the written request of any person provided that such written request is received by the Community Development Director or his/her assigned within 10 working days from the date of sending the notice.

*Subsection (f) will be amended to read:*

- (f) Decision on application. The Community Development Director or his/her assigned shall review the application and shall approve, approve with conditions, or deny the application. Projects meeting the requirements of Section 10-5.2500 (a)(9) shall be approved if found in compliance with the applicable objective standards per Criteria (7).
  - (1) If the decision of the Community Development Director or his/her assigned is to approve the application, an approval stamp shall be affixed to the plans.
  - (2) If the approval requires conditions, the conditions will be made part of the approved plans.
  - (3) If the project requires a notice of pending decision pursuant to subsection (e) of this section, no decision will be made until completion of the deadline for written requests for revisions. If no written request for revisions is received, the Community Development Director or his/her assigned shall make a decision pursuant to this subsection. If a written request for revisions has been received prior to the deadline, notice of the decision shall be mailed by first class mail within seven days of the decision to the applicant and the person that provided the written request for revisions to the proposed project.
  - (4) If the decision of the Community Development Director or his/her assigned is to deny the application, the decision shall be in writing and shall recite the failure to meet the criteria upon which the decision is based. Where the decision is to deny the application, notice of the decision shall be mailed to the applicant by first class mail within seven days of the decision.

*Subsection (i) will be amended as follows – there are no changes to paragraphs (1) through (3):*

- (i) Notice of public hearing before the Planning Commission. Notice of public hearing before the Planning Commission to consider an appeal of the decision of the Community Development Director or his/her assigned shall be given as follows.

*Subsection (m) will be amended as follows:*

- (m) Expiration. An approval subject to Administrative Design Review shall become null and void unless vested within 36 months after the date of the approval. Such time limits may be extended by the Community Development Director or his/her assigned upon the written request of the applicant and the presentation of proof of an unusual hardship not of the applicant's own making. If an established time limit for development expires, and no extension has been granted, the approval, and all rights and privileges established therein, shall be considered null and void.

*Subsection (n) will be amended as follows – there are no changes to paragraphs (1) through (7):*

- (n) Revocation. After notice to the applicant and subject to appeal to the Planning Commission, the Community Development Director or his/her assigned may revoke or modify any Administrative Design Review approval issued on one or more of the following grounds:

*Section 10-5.2502 Planning Commission Design Review.*

*Section 10-5.2502 Planning Commission Design Review shall be revised (shown as strike through and underlined text) as follows:*

*Subsection (a)(1)(b) will be amended to read:*

- b. Any new multi-family residential development containing ~~four~~sixteen or more units on any lot and/or any new multi-family residential development ~~on a project site involving more than two residential lots~~ that do not meet the requirements of Section 10-5.2500(a).

*Section 10-5.2522 Reasonable Accommodation.*

*Section 10-5.2522 Reasonable Accommodation shall be added (shown as underlined text) to Article 12, Procedures:*

Section 10-5.2522 Reasonable Accommodation.

- (a) Purpose and Intent. It is the purpose of this chapter, in compliance with the fair housing laws, to provide a procedure to evaluate requests for reasonable accommodation related to specific applications of the zoning law in order to ensure that no person is discriminated against because of race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income, or ancestry, as required by federal and/or State law, by being denied an equal opportunity to use and enjoy their dwelling and to authorize the application of exceptions to the city's zoning law and land development standards, if warranted.
- (b) Application
  - (1) Any person, business, or organization may submit an application for reasonable accommodation to the city's residential development standards by submitting an application to the city's Community Development Director, or his or her designee, on a form provided by the city.
  - (2) The following information shall be provided in the application:
    - a. The applicant's name, mailing address and daytime phone number(s) (and/or representatives) if so applicable;
    - b. Notarized written consent of the owner of the subject property if the applicant is not the owner;
    - c. The address of the property for which the request is being made;
    - d. The specific zoning code, law, regulation, procedure or policy of the city from which relief is sought;
    - e. An explanation of why the specified zoning code, law, regulation, procedure or policy is preventing, or will prevent, the applicant's use and enjoyment of the subject property;
    - f. The nature of the accommodation requested;
    - g. A site plan or illustrative drawing showing the proposed accommodation; and
    - h. The basis for the claim that the fair housing laws consider the applicant as protected (applicant should submit a letter from a medical doctor, handicap license, or other similar supportive evidence).
- (c) Filing and Appeal Fees

- (1) A filing fee or an appeal fee, as applicable and in the amounts established by city council resolution, shall be paid at the time of the filing of an application or at the time of filing an appeal pursuant to this chapter.
- (2) If an applicant requires assistance in completing the application, the city shall provide reasonable assistance to ensure that the application process is accessible to the applicant.
- (d) Determination of application
  - (1) The request for reasonable accommodation shall be considered by the Community Development Director, who may deny, approve or conditionally approve the request.
- (e) Findings
  - (1) The following findings shall be made, and the Community Development Director shall approve an application upon a showing of all of the following:
    - a. The person who will use the subject property is protected under the fair housing laws;
    - b. The requested exception to the zoning code, law, regulation, procedure or policy is necessary to make specific housing available to persons occupying the subject property;
    - c. The requested accommodation will not impose an undue financial or administrative burden on the city; and
    - d. The requested accommodation will not require a fundamental alteration of the city's zoning or building laws, policies and/or procedures.
- (f) Notice of decision
  - (1) Within thirty (30) days after acceptance of a complete application for reasonable accommodation the Community Development Director, shall provide the applicant with written notification of the decision regarding the request, including any reasonable conditions.
- (g) Appeal
  - (1) Appeal of decision of the Community Development Director. Within ten (10) days of the date of any decision made pursuant to this section, any person aggrieved or affected by a decision of the Community Development Director in granting or denying a request for reasonable accommodation may appeal the decision to the Planning Commission.
  - (2) Appeal of decision of the Planning Commission. Within ten (10) days of the date of any decision made pursuant to this section, any person aggrieved or affected by a decision of the Planning Commission in granting or denying a request for reasonable accommodation may appeal the decision to the City Council and no further.

**NEW Article 13, Housing Replacement Obligations and Occupant Protections Required for New Development Projects**

*A new Article 13 shall be added to Chapter 2 (shown as underlined text) to address for replacement housing required by State law:*

**Article 13, Housing Replacement Obligations and Occupant Protections Required for New Development Projects**

**Section 10-5.2600 Purpose**

The purpose of this Section is to require housing replacement consistent with State Housing Law including Government Code Sections 66300.5-66300.6 and 65583.2(g)(3). This “Article” implements the provisions of those statutes.

### Section 10-5.2601 State law consistency

The provisions of this Article are intended to comply with Government Code Sections 66300.5 et. seq and 65583 et. seq and related State laws. In the event that any provision of this Article conflicts with Sections 66300.5-66300.6 and 65583.2(g)(3) or any related State laws, the State law(s) shall apply.

### Section 10-5.2602 Definitions

The definition of terms shall be as provided in Government Code Section 66300.5. In addition, the following definitions shall control over any conflicting definitions in other sections of the Redondo Beach Municipal Code. State law definitions, as they may be amended from time to time, control over the definitions in this section.

- (a) **Complete application.** refers to a complete application pursuant to Section 65943 of the California Government Code.
- (b) **Housing development project.** shall have the same meaning as defined in paragraph (3) of subdivision (b) of Section 65905.5 of the California Government Code.
- (c) **Protected units.** has the same meaning as set forth in California Government Code Section 66300.5.

### Section 10-5.2603 Applicability

- (a) Unless otherwise required by Government Code Section 66300 et seq. or another provision of State law, this article shall apply only to housing development projects that submit a preliminary application prior to January 1, 2030, or a complete application prior to January 1, 2034. This article shall not apply to a housing development project that submitted a complete application to the City before January 1, 2020.
- (b) For any development project that does not fall within paragraph (a), and unless otherwise required by Government Code Section 66300 et seq. or another provision of State law, this article shall apply if the applicant submits a complete application for planning entitlements and/or a building permit (if no planning entitlements are required), along with any associated submittal fee, on or after January 1, 2024 but before January 1, 2030

### Section 10-5.2604 Replacement Obligations and Occupant Protections Required for New Development Projects

- (a) The City shall not approve any land use entitlement or issue a building permit for a housing development project that will require the demolition of one or more residential dwelling units unless the project will create at least as many residential dwelling units as will be demolished.
- (b) The City shall not approve any land use entitlement or issue a building permit for a development project that will require the demolition of occupied or vacant protected units, or where protected units were demolished after January 1, 2020, unless the housing development project meets all of the requirements of California Government Code Sections 66300.6 and 65583.2(g)(3).
- (c) Housing development projects must replace the units on site. Replacement units for non-residential projects may be located on a site other than the project site but shall be located within the same jurisdiction and the applicant may contract with another entity to develop the required replacement housing.

### Section 10-5.2606 Sunset Provision

- (a) This article shall remain in effect only until January 1, 2034, and as of that date is repealed.
- (b) A development project that submits a preliminary application pursuant to Section 65941.1 of the California Government Code before January 1, 2030, remains subject to this article after January 1, 2030.

Exhibit H. Proposed Coastal Land Use Plan Map

# Proposed Coastal Land Use Plan

**Residential**

- R-1: Single Family Residential (0-8.8 du/ac)
- R-2: Low Density Multi-Family Residential (0-14.6 du/ac)
- R-3: Low Density Multi-Family Residential (0-17.5 du/ac)
- RMD: Med. Density Multi-Family Residential (0-23.3 du/ac)
- RH: High Density Multi-Family Residential (0-30 du/ac)

**Commercial**

- CN: Neighborhood Commercial
- C-2: Commercial
- C-3: Commercial
- C-4: Commercial
- C-5: Commercial

**Mixed-Use**

- MU Mixed Use

**Industrial**

- I Industrial

**Generating Plant**

- GP: Generating Plant

**Public and Institutional**

- OS: Parks and Open Space
- PI: Public/Institutional
- U: Public/Utility

**Commercial Recreation**

- CR: Commercial Recreation

**Boundaries**

- Coastal Zone



## Amendments to Section VI, Subsection C, in the Land Use Plan of the Local Coastal Program

*The land use classification for number 4, High Density Multiple-Family, under the "Residential" category in Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 4 (found on page 166 of the LCP document) will be revised (changes shown as strike through or underline text) to read as follows:*

4. High Density Multiple-Family: The primary use in this district (RH) is multiple family residential with a maximum density of ~~28~~ 30 units per net acre. The maximum height is limited to ~~30 feet (2 stories) along the west side of Pacific Coast Highway between Ruby Street and Topaz Street and 35 feet (3 stories) along the west side of Pacific Coast Highway between Vincent Street and Garnet Street, except that heights up to 45 feet may be granted between Emerald Street and Garnet Street in conjunction with the granting of a density bonus for the purpose of providing low and moderate income housing.~~

*The first paragraph of the "Commercial" category under Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 5 (found on page 167 of the LCP document) will be revised (changes shown as strike through or underline text) to read as follows:*

The CN, C-2, C-3, C-4, and C-5 commercial districts allow for the development of a wide range of retail and service commercial uses, eating and drinking establishments, food sales, drug stores, overnight accommodations, household supply and furnishings, art and cultural facilities, professional offices, repair services, and similar uses serving both the local community and visitors to the Coastal Zone.

*A new land use classification shall be added as number 1 under the "Commercial" heading in Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 5 (found on page 167 of the LCP document) will be added (shown as underline text) and subsequent numbering adjusted (shown as strike through and underlined text) to read as follows:*

1. **CN Commercial Neighborhood:** The maximum floor area ratio is 0.5 and the maximum building height is two stories (30 feet).
- ~~12.~~ **C-2 Commercial:** The maximum floor area ratio is 0.5 and the maximum building height is two stories (30 feet).
- ~~23.~~ **C-3 Commercial:** The maximum floor area ratio is 0.7 and the maximum building height is two stories (30 feet).
- ~~34.~~ **C-4 Commercial:** The maximum floor area ratio is 1.0 and the maximum building height is three stories (45 feet).
- ~~45.~~ **C-5 Commercial:** The maximum floor area ratio is 0.7 and the maximum building height is two stories (30 feet) except as follows: the maximum floor area ratio for portions of a site devoted to storage or self storage facilities shall be 1.5, and the maximum floor area ratio for portions of a site devoted to other light industrial uses shall be 1.0. West of Catalina Avenue between Francisca Avenue and Beryl Street, buildings up to 4 stories and 65 feet may be permitted subject to Planning Commission Design Review where it is determined that the drop in grade and/or distance from the street adequately mitigates impacts on the character of the frontage along Catalina Avenue.

*The "Mixed Use Commercial/Residential" category under Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with*

*Resolution No. CC-0805-46, page 5 (found on page 167 of the LCP document) will be revised (changes shown as strike through or underline text) to read as follows:*

The Mixed Use Commercial/Residential (MU) district encourages the development of pedestrian active commercial areas and is intended to accommodate a mix of retail and service commercial uses, restaurants, art and cultural facilities, professional offices, and similar uses which serve community residents and visitors to the coastal zone. The district also permits mixed use developments integrating residential uses on the second floor or higher of structures developed with commercial uses on the lower levels. This district includes the following sites:

1. Salvation Army site. At the northwest corner of Beryl Street and Catalina Avenue, the Salvation Army site permits ~~In addition~~, community services or non-profit service uses (including religious worship, assembly, and group kitchen/cafeteria facilities) in addition to the uses described above ~~may be permitted on the Salvation Army site.~~ This site permits a maximum height of 45 feet (3 stories), a minimum floor area ratio of 0.35 and maximum floor area ratio of 0.50 for commercial only projects and a maximum floor area ratio of 1.5 for mixed use commercial/residential developments. The maximum residential density is 30 units per net acre.
2. Riviera Village site. Along Avenue I, midblock between Catalina Avenue and Elena Avenue, the Riviera Village site permits the same uses noted above, ~~This district permits~~ a maximum height of 45 feet (3 stories), a minimum floor area ratio of 0.35 and maximum floor area ratio of 1.0 ~~0.50~~ for commercial only projects and a maximum floor area ratio of 1.5 for mixed use commercial/residential developments. The maximum residential density is ~~35~~30 units per net acre.
3. PCH site. Along the west side of Pacific Coast Highway, between Garnet Street and Pearl Street, the PCH site permits the same uses noted above, a maximum height of 45 feet (3 stories), a maximum floor area ratio of 1.00 for commercial only projects and a maximum floor area ratio of 1.5 for mixed use commercial/residential developments. The maximum residential density is 35 units per net acre.

*The "Public or Institutional" category under Subsection C, "Proposed Land Use Classifications" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0805-46, page 6 (found on page 168 of the LCP document) will be divided into three subcategories as follows:*

- 1) The first line under the "Public or Institutional" heading on page 6 of Resolution No. CC-0805-46 (found on page 168 of the LCP document) shall be revised to describe the sites and uses associated with the first subcategory, Parks and Open Space. The sites and uses described under number 1, public beach, and number 2, Parks and open space (also on page 6 of Resolution No. CC-0805-46 (found on page 168 of the LCP document)) will be included under this subcategory, "Parks and Open Space." Proposed changes to align with the proposed General Plan are shown as strike through and underlined text as follows:*

~~The Public or Institutional (P)~~ Parks and Open Space (OS) district includes the following sites and uses:

1. Public beach: The beach and coastal bluffs south of Torrance Boulevard west of Esplanade shall be maintained and preserved. for public open space and public recreational use.
  2. Parks and open space: Parks and open space include Veteran's Park (at the southwest corner of Torrance Boulevard and South Catalina Avenue) and Czuleger Park within the "Village" west of the intersection of North Catalina Avenue and Carnelian Street), and Seaside Lagoon (near the waterfront south of Portofino Way). The primary permitted use is parks, open space, and recreational facilities, and accessory uses such as rest rooms, storage sheds, concession stands, recreational rentals, etc. Public buildings, community centers, public safety facilities, parking lots, public utility facilities, and similar uses may be considered subject to a Conditional Use Permit. The maximum floor area ratio of all buildings on a site is ~~0.25~~ 0.20 and the maximum height is two stories, 30 feet.
- 2) A new line, after "2. Parks and open space..." on page 6 of Resolution No. CC-0805-46 (found on page 168 of the LCP document) will be added to describe the sites and uses associated with the second subcategory, Public/Institutional. The sites and uses described under number 3, Community facilities, governmental facilities,*

and public safety facilities, and number 4, Riviera Village Public Parking (on pages 6-7 of Resolution No. CC-0805-46 (found on pages 168-169 of the LCP document) will be included under this subcategory. Proposed changes to align with the proposed General Plan are shown as strike through and underlined text as follows:

The Public/Institutional (PI) district includes the following sites and uses:

3. Community facilities: governmental facilities. and public safety facilities: These include the Civic Center (City Hall, Public Library, and Police Station) at Diamond Street and Pacific Coast Highway, the fire station at S. Broadway and Pearl Street, and the Recreation and Community Services Center at Knob Hill and Pacific Coast Highway. Permitted uses include parks and open space, and uses which may be considered subject to a Conditional Use Permit include cultural uses (libraries, museums, etc.), institutional uses (governmental, police, fire, etc.) community centers, public athletic clubs, performance art facilities, educational facilities, child day care centers, schools, parking lots, and similar public uses. For the Civic Center, the maximum floor area ratio of all buildings on the site is 1.25 and the maximum height is three stories, 45 feet. ~~The maximum floor area ratio and height of buildings at other community facility/governmental facility/public safety facility sites will be is 0.75 while maximum height will be~~ determined as part of the required public hearing process for any proposed new building.
  4. Riviera Village Public Parking: The triangular public parking site in Riviera Village is bounded by Via del Prado, Avenida del Norte, and South Elena Avenue. Expanded parking facilities may be considered on this site subject to a Conditional Use Permit, provided that additional parking is located in a fully subterranean structure.
- 3) *A new line, after "4. Riviera Village Public Parking..." on page 76 of Resolution No. CC-0805-46 (found on page 169 of the LCP document) will be added to describe the sites and uses associated with the third subcategory, Public Utility. The sites and uses described under number 5, Public Utility Transmission Corridor (also on page 7 of Resolution No. CC-0805-46 (found on pages 169 of the LCP document)) will be revised as "Public Utility" and included under this subcategory. Proposed changes within this classification align the classification with the proposed General Plan and are shown as underlined text as follows:*

The Public Utility (U) district includes the following sites and uses:

5. Public Utility Transmission Corridor: The public utility transmission corridor abuts the south side of Herondo Street between N. Francisca Avenue and N. Pacific Coast Highway. Public utility facilities, parking lots, nurseries, and agricultural uses may be considered subject to a Conditional Use Permit. Parks, open space, and passive type recreational uses: are permitted in this area. It is understood that land uses and structures are also subject to approval of the in-fee owner (Southern California Edison Company) in accordance with their standards, policies and procedures for use of the transmission corridor. The maximum floor area ratio of all buildings in these areas is 0.10.

## Amendments to Section VI, Subsection D, in the Land Use Plan of the Local Coastal Program

*Policy number 12 under Subsection D, "Land Use Policies" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-0104-20, pages 11-12 (found on pages 261-262 of the LCP document) will be revised (changes shown as strike through or underline text) to read as follows:*

12. Density Bonus for Lower and Moderate Income Persons:

The City shall grant affordable housing benefits, including density bonuses, incentives and concessions, development standard waivers or modifications, and parking standard modifications, as required by State Density Bonus Law, codified in Government Code Section 65915, et seq., if requested by the applicant and consistent with the applicable requirements Government Code Section 65915, et seq., to a developer of a qualified housing development only if the project, inclusive of the affordable housing benefit is in compliance with State density bonus law and the California Coastal Act, as follows:

- a) ~~This is an incentive program that allows developers of any one of the types of residential projects described in Government Code Section 65915(b), and which complies with all standards set forth in Government Code Section 65915, to build no more than 25 percent more units than a property's zoning would ordinarily allow. In exchange for this density bonus, the owners must make the units affordable for 30 years if an incentive is utilized in addition to a density bonus specified in Government Code Section 65915(b) or for 10 years if a second incentive is not utilized.~~
- ba) In accordance with Government Code Section 65915(f), the density bonus shall be calculated based on the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan. In the Coastal Zone, the otherwise maximum allowable residential density shall mean the maximum density determined by applying all site-specific environmental development constraints applicable under the coastal zoning ordinances and land use element certified by the Coastal Commission. The density bonus shall be applicable to qualified housing development ~~consisting of five or more units projects that meet the requirements of Government Code Section 65915.~~
- eb) In the coastal zone, any housing development approved pursuant to Government Code Section 65915 shall be consistent, to the maximum extent feasible and in a manner most protective of coastal resources, with all otherwise applicable certified local coastal program policies and development standards. If the City approves development with a density bonus, the City must find that the development, if it had been proposed without the ~~25 percent~~ density increase, would have been fully consistent with the policies and development standards of the certified local coastal program. If the City determines that the means of accommodating the density increase proposed by the applicant do not have an adverse effect on coastal resources, the City shall require that the density increase be accommodated by those means. If, however, the City determines that the means for accommodating the density increase proposed by the applicant will have an adverse effect on coastal resources, before approving a ~~25 percent~~ density increase, the City shall identify all feasible means of accommodating the ~~25 percent~~ density increase and consider the effects of such means on coastal resources. The City shall require implementation of the means that are most protective of significant coastal resources.
- ec) The City may prepare an LCP amendment for certification by the Commission for specific areas or sub-regions within the planning area where density bonuses ~~in excess of 25 percent~~ may be permitted based on a finding that no adverse impacts on coastal resources would result.
- ed) ~~In addition to a 25 percent density bonus, a qualifying housing development shall receive one of the incentives identified in Government Code Section 65915(h).~~ Other affordable housing benefits, including incentives and concessions, development standard waivers or modifications, and parking standard modifications shall be granted unless it is found that the additional ~~incentive benefit~~ is not required in order to provide for ~~affordable~~ housing costs or rents affordable to lower or moderate income households. If the City determines that the

~~additional development incentive~~ affordable housing benefit(s) requested by an applicant pursuant to this section will not have any adverse effects on coastal resources, are consistent with the LCP and California Coastal Act, and will not potentially result in a specific, adverse impact upon public health, safety, the environment or on any property listed in the California Register of Historic Resources, the City may shall grant the requested incentive-affordable housing benefits consistent with Government Code Section 65915 et seq. If the City determines that the requested incentive will have an adverse effect on coastal resources, the City shall consider all feasible alternative ~~incentives-affordable housing benefits~~, all feasible means for accommodating the proposed project, and the effects of ~~such each incentives~~ on coastal resources. The City may grant one or more of those ~~incentives-affordable housing benefits~~ that do not have an adverse effect on coastal resources, as provided by state density bonus law. If all feasible ~~incentives-benefits~~ would have an adverse effect on coastal resources, the City shall grant only that ~~additional incentive~~ benefit which is most protective of significant coastal resources.

- f) For the purposes of this section, "coastal resources" means any resource which is afforded protection under the policies of Chapter 3 of the Coastal Act, California Public Resources Code section 30200 et seq., including but not limited to public access, marine and other aquatic resources, environmentally sensitive habitat, and the visual quality of coastal areas.

*Policy number 13, Hazards under Subsection D, "Land Use Policies" within Section VI, "Locating and Planning New Development" of the Coastal Land Use Plan, certified consistent with Resolution No. CC-1004-306, pages 7-8 (found on pages 132-133 of the LCP document) will be to read as follows:*

*Paragraph b shall be expanded (shown as underlined text) to incorporate policies related to sea level rise that are applicable to development projects from the Draft Safety Elements of the General Plan as follows:*

- b) Adaptively manage and safeguard against rising sea levels.
- 1) Development in the Pier and Harbor area shall provide, in advance of approval, erosion and wave uprush studies, based upon projections of the range of sea level rise that can be expected (at rates ranging from 5 to 15 mm/yr) within the reasonable economic life of the structure (normally 75 years). The Director may waive such studies on the basis of information contained in a certified EIR for the Pier and Harbor area, if such EIR includes maps of all areas in the City potentially impacted by storm waves and sea level rise and such maps include elevations of such impacts and estimation of likelihood of such events. All structures shall be sited and designed to minimize destruction of life and property during likely inundation events.
  - 2) New development shall locate habitable areas and essential buildings above the highest water level expected during the life of the project or structure, based on Figure D-1 and Figure D-2.
  - 3) Integrate nature-based solutions into sea level rise adaptation strategies, including the construction of living shorelines, which are made of plants, sand, or rock that can grow over time to provide both wildlife habitat and natural resilience, rather than artificial structures.
  - 4) Integrate sea level rise projections and analyses into City development and environmental review processes.
  - 5) Require structures, including City-owned structures, along the coast to be built or upgraded to withstand strong wave action from storm surge.

*Paragraph e shall be expanded (shown as underlined text) to incorporate policies related to tsunamis that are applicable to development projects from the Draft Safety Elements of the General Plan as follows:*

- e) Require new development projects to determine tsunami runup potential at the project site, prior to development. All development located within the tsunami inundation zone as identified by the most recent state or local California Emergency Management maps or, below elevation 15 feet

above mean sea level shall provide information concerning the height and force of likely tsunami run-up on the property. The Director may waive this requirement if he or she determines that accurate maps concerning the extent, velocity and depth of likely tsunami run-up is available in a certified EIR that addresses all pier, harbor, and beach areas of the City. The Director shall require all development located within a possible tsunami run-up zone to require specific measures to prevent tsunami related damage, including a site-specific evacuation and emergency response program for tsunamis. Install, as appropriate, warning systems and other measures to minimize loss of life due to a tsunami.

Figure D-1: Sea Level Rise in Redondo Beach by 2050

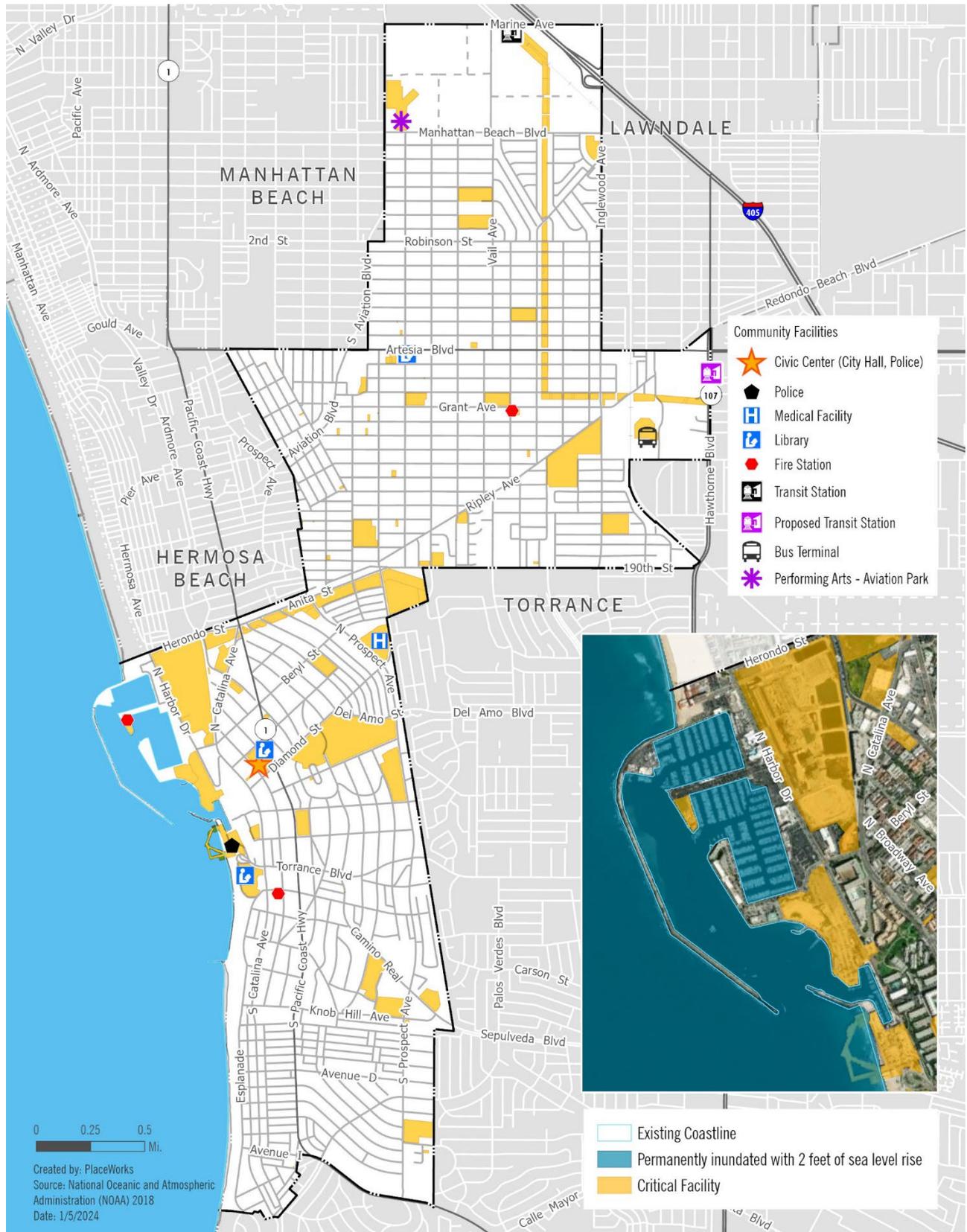
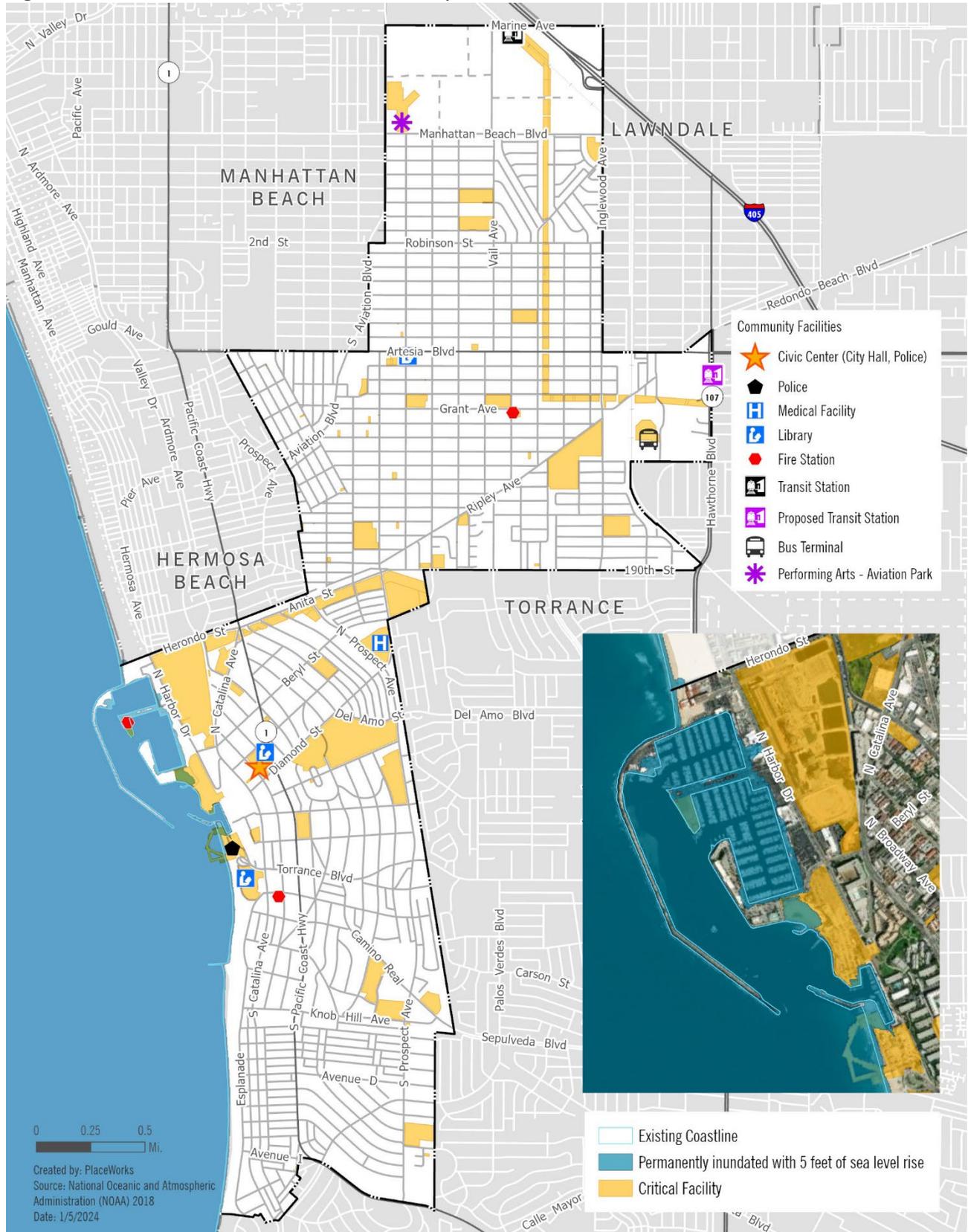


Figure D-2: Sea Level Rise in Redondo Beach by 2100



**RESOLUTION NO. CC-2410-105**

**A RESOLUTION OF THE CITY COUNCIL OF REDONDO BEACH, CALIFORNIA, CERTIFYING THE FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NUMBER 2023050732), ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE REDONDO BEACH FOCUSED GENERAL PLAN UPDATE, ZONING ORDINANCE UPDATE AND LOCAL COASTAL PROGRAM AMENDMENT**

WHEREAS, the City's current General Plan was adopted on May 26, 1992; and

WHEREAS, on March 29, 2016 the City Council approved the City's three-year Strategic Plan goal to "Ensure sustainability, livability, and health by completing the General Plan update and by implementing environmentally responsible programs"; and

WHEREAS, on October 4, 2016, the City Council awarded the contract for planning and environmental consulting services to Placeworks, Inc. for updates to the "Land Use Element" and "Conservation, Recreation and Parks, and Open Space Element" of the City's General Plan and preparation of the required environmental documents; and

WHEREAS, on December 13, 2016 the City Council approved Resolution No. CC-1612-122 establishing a 27-member General Plan Advisory Committee (GPAC) to provide direct community stakeholder input to the update of the Land Use and Conservation, Recreation and Parks, and Open Space Elements of the General Plan including analysis and recommendations regarding amendments to the Mixed-Use Zoning and Development Standards, and opportunities for additional recreation, parks, and open space areas; and

WHEREAS, on February 21, 2017 pursuant to Resolution No. CC-1612-122, the Mayor and City Council selected the members of the GPAC and the City Clerk reviewed all selections and confirmed each was a resident of Redondo Beach. Two (2) members were appointed by the Mayor, one (1) of whom served as the Chair, and each Council Member appointed five (5) members, three (3) of whom resided in their District; and

WHEREAS, the GPAC conducted a total of twenty-eight (28) noticed public meetings since April 27, 2017, with their final meeting being held on January 31, 2024. At the final meeting, GPAC completed their discussions and recommendations for the final draft focused General Plan, which includes a consistently formatted, comprehensive General Plan document with a new Introduction, along with updated Goals, Policies, and Implementation Measures for the Land Use, Open Space and Conservation, Safety, and Noise Elements; and

WHEREAS, the City determined that, pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.), a program environmental impact report (PEIR) would be required for the proposed focused General Plan Update and associated Zoning Ordinances and Local Coastal Program Amendments required for consistency and to implement the City's certified 6<sup>th</sup> Cycle 2021-2029 Housing Element (the Project) and issued a Notice of Preparation (NOP) on June 1, 2023. The NOP was sent to the State Clearinghouse, responsible agencies, trustee agencies, and interested parties.

WHEREAS, on February 29, 2024 the City's Draft General Plan document was released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document. Additionally, on March 20, 2024 City staff and Placeworks, Inc. conducted an open house meeting to present and take input on the City's Draft General Plan update; and

WHEREAS, concurrently with the City's work on the Focused General Plan Update, work was also initiated on the City's 6<sup>th</sup> Cycle 2021-2029 Housing Element; and

WHEREAS, the City's 6th Cycle 2021- 2029 Housing Element presents a framework for meeting the housing needs of existing and future resident populations within the City based on the Regional Housing Needs Allocation (RHNA) of 2,490 units. While the RHNA allocation is 2,490 units, when accounting for a credit of 451 units and 240 anticipated ADUs, the total need with a 10% buffer is 1,944 units; and

WHEREAS, the 6th Cycle 2021- 2029 Housing Element identifies strategies and programs to conserve and improve existing affordable housing; provide adequate housing sites; assist in the development of affordable housing; remove governmental and other constraints to housing development; and promote equal housing opportunities in a strategic manner; and

WHEREAS, the 6th Cycle 2021- 2029 Housing Element actualizes the noted strategies and programs with proposed additional residential densities within mixed-use designations, residential recycling, residential overlays in commercial and industrial zones, and residential development on religious properties through coordination with nonprofit organizations; and

WHEREAS, the City Council, at its duly noticed public meetings on April 20, May 4, May 11, and May 18, 2021, at which time all interested parties were given an opportunity to be heard and to present evidence, considered multiple land plans for the purpose of identifying housing sites throughout the City that would accommodate the City's RHNA; and

WHEREAS, the City Council at its duly noticed public meeting on June 15, 2021 approved a draft land use plan that identified housing sites that can accommodate the City's RHNA and other land use changes and adjustments to some commercial, industrial, and public institutional designations; and

WHEREAS, the City Council held a duly noticed public hearing on July 5th, 2022, at which time it considered evidence presented by staff, the consultant, and other interested parties and adopted the revised City of Redondo Beach 6<sup>th</sup> Cycle 2021-2029 Housing Element, incorporating the amendments recommended by the California Department of Housing and Community Development (HCD) and submitted the revised Housing Element to HCD on July 11, 2022; and

WHEREAS, on September 1, 2022, the City received a letter from HCD certifying the City of Redondo Beach's 6<sup>th</sup> Cycle Housing Element; and

WHEREAS, the City's Draft General Plan Land Use Element is consistent with, supports, and serves to implement the City's certified 6<sup>th</sup> Cycle 2021-2029 Housing Element; and

WHEREAS, the associated updates to the City's Zoning Ordinances and Local Coastal Program (LCP) required for consistency with the General Plan are also consistent with, support, and serve to implement the City's Housing Element inclusive of the "Housing Sites" and "Housing Programs", and also serve to update the City's Zoning Ordinances and LCP consistent with State Housing Laws; and

WHEREAS, on June 20, August 1, and August 15, 2024 the Planning Commission held multiple duly-noticed public hearings to take testimony from staff, the public and other interested parties, and to deliberate on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Element, and revisions to the City's Zoning Ordinances and LCP required for consistency and to implement the City's Housing Element; and

WHEREAS, on September 19, 2024 the Planning Commission held a final duly noticed public hearing and completed its deliberations on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements, and updates to the City's Zoning Ordinances and LCP required for consistency with and to implement the City's Housing Element, and took testimony from staff, the public and other interested parties, and considered the associated Draft Program Environmental Impact Report and made the following recommendations:

1. That the City Council certify, pursuant to CEQA, the Final Program Environmental Impact Report inclusive of its referenced appendices for the "Redondo Beach Focused General Plan Update, Zoning Ordinance Updates and Local Program Amendments", approve appropriate findings, a statement of overriding considerations, and mitigation monitoring and reporting program; and
2. That the City Council adopt a General Plan Amendment to update the City's Land Use, Open Space and Conservation, Noise, and Safety Elements with certain proposed changes and edits as set forth in Planning Commission Resolution No. 2024-09-PCR-09; and

3. That the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10, Planning and Zoning, Chapter 1, Subdivisions, Chapter 2 Zoning and Land Use, Chapter 5 Coastal Land Use Plan Implementing Ordinance to make consistent the General Plan Update and to implement the 6<sup>th</sup> Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing “Housing Sites” and “Housing Programs”; and
4. That the City Council adopt amendments to the City of Redondo Beach’s Coastal Land Use Plan of the Local Coastal Program to make consistent the General Plan Update and to implement the 6<sup>th</sup> Cycle 2021-2029 Housing Element inclusive of the zoning amendments for implementing “Housing Sites” and “Housing Programs”;

WHEREAS, pursuant to CEQA, a Draft Program Environmental Impact Report (Draft PEIR) has been prepared and was presented to the Planning Commission at the same time as the final draft of the General Plan Update, Zoning Ordinance Amendments, Zoning Ordinance for the Coastal Zone Amendments, and Local Coastal Program Amendments; and

WHEREAS, the overall purpose of the PEIR is to inform the City, responsible agencies, decision makers, and the public about the potential environmental effects resulting from full implementation of the proposed Redondo Beach General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program amendments that are required for consistency purposes and to implement the City’s certified 6<sup>th</sup> Cycle 2021-2029 Housing Element; and

WHEREAS, the PEIR addresses effects that may be significant and adverse; evaluates alternatives to the project; and identifies mitigation measures and alternatives to reduce or avoid identified potentially significant impacts; and

WHEREAS, included as an appendix to the PEIR, Appendix A Buildout Methodology, explains the buildout assumptions and methodologies utilized for projecting the potential growth in the City over the next 25 years to the horizon year of the General Plan Update of 2050; and

WHEREAS, on August 1, 2024 an “Amended Notice of Availability of a Draft Environmental Impact Report” was issued to advise the public and interested parties that the City of Redondo Beach Planning Division had released the Draft PEIR addressing potential impacts associated with the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment (proposed project) for a 47-day review period beginning on August 1, 2024, and ending on September 16, 2024; and

WHEREAS, the City timely received 18 written comments on the Draft PEIR; and

WHEREAS, all comments timely received on the Draft PEIR have been responded to and are included in the Final PEIR, which consists of the Draft EIR, responses to

comments timely received on the Draft PEIR, and clarifications/revisions to the Draft EIR; and

WHEREAS, on October 1, 15, and 29, 2024, and November 5, 2024, the City Council, at duly noticed public hearings, considered the Project and the Draft and Final PEIR, at which times the City staff presented its reports and interested persons had an opportunity to be heard and to present evidence regarding the Project and the Final PEIR; and

WHEREAS, multiple technical studies, environmental scoping meetings, community surveys, public meetings and workshops with the GPAC, the general public, the Planning Commission, and the City Council since 2016 have all served to engage and inform the general public including residents, business owners/operators, and other interested parties and have shaped the resulting draft General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and LCP amendments required for consistency and implementing the Housing Element.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH DOES HEREBY FIND AS FOLLOWS:

1. That the City of Redondo Beach (City) has initiated a General Plan Amendment updating five of the State-required elements that make up the General Plan: the Land Use, Open Space and Conservation, Safety, and Noise elements. Updates to these elements will be accompanied by associated revisions to the City's Zoning Code and Local Coastal Program needed to make consistent and implement the updated goals and policies and also serve to implement the City's 6<sup>th</sup> Cycle Housing Element (previously defined as the Project).
2. That the Project was processed, including but not limited to all public notices, in the time and manner prescribed by State and local law, including CEQA and the State CEQA Guidelines (CEQA Guidelines) (14. Cal. Code Regs. § 15000 *et seq.*)
3. That pursuant to CEQA, the City is the lead agency for the Project because it is the public agency with the authority and principal responsibility for reviewing, considering, and potentially approving the proposed Project.
4. That the City determined a PEIR would be required for the proposed Project and issued a NOP on June 1, 2023. The NOP was sent to the State Clearinghouse, responsible agencies, trustee agencies, and interested parties. The purpose of the NOP was to receive comments and input from interested public agencies and private parties on issues to be addressed in the PEIR for the Project.
5. That in accordance with CEQA Guidelines Section 15082(c)(1), a scoping meeting was held on June 8, 2023. The purpose of the meetings was to solicit additional suggestions on the scope of the Draft PEIR.
6. That the scope of the Draft PEIR was determined based on the NOP, comments received in response to the NOP, and technical input from environmental consultants.

7. That the City contracted for the independent preparation of a Draft PEIR for the Project, including preparation and review, as applicable, of all necessary technical studies and reports in support of the Draft PEIR. The PEIR is a Program EIR, as defined under CEQA Guidelines Section 15168. As such, and in accordance with CEQA and the CEQA Guidelines, the PEIR analyzes the Project's potential impacts on the environment, potential mitigation, and potential alternatives to the Project. However, the Project will not involve the construction of any particular development project or infrastructure improvement. Therefore, in the absence of more detailed information regarding future development projects that may be proposed, the PEIR does not evaluate detailed, site-specific, and/or project-specific impacts associated with the development of individual parcels that would be regulated by the Project. Instead, the PEIR identifies the general and cumulative impacts of future development that could occur in the Project area.
8. That upon completion of the Draft PEIR in August 2024, the City initiated a public comment period by preparing and sending a Notice of Availability (NOA) for the Draft PEIR to all interested persons, agencies, and organizations; the NOA also was published in the Easy Reader; and were made available at the Redondo Beach Main Library and Redondo Beach North Branch Library. The City also filed a Notice of Completion (NOC) with the State Office of Land Use and Climate Innovation. The Draft PEIR was made available for a 47-day public review period beginning on August 1, 2024 and ending on September 16, 2024.
9. That copies of the Draft PEIR were sent to various public agencies, as well as to organizations and individuals requesting copies. In addition, copies of the documents have been available for public review and inspection at the Redondo Beach City Hall and the Redondo Beach Main Library and Redondo Beach North Branch Library. The Draft PEIR was also made available for download via the City's website: [www.redondo.org/depts/community\\_development/planredondo/default.asp](http://www.redondo.org/depts/community_development/planredondo/default.asp)
10. That in response to the Draft PEIR, 18 written comments were timely received. In compliance with CEQA Guidelines Section 15088, the City prepared written responses to all comments that were timely received on the Draft PEIR. None of the comments presented any new significant environmental impacts or otherwise constituted significant new information requiring recirculation of the Draft PEIR pursuant to CEQA Guidelines Section 15088.5.
11. That the Final PEIR, which is on file with the City Clerk, is incorporated herein by this reference. The Final PEIR consists of the comments and responses to comments on the Draft PEIR, and clarifications/revisions to the Draft PEIR. The Final PEIR was made available to the public and provided to all commenting agencies on October 17, 2024, at least 10 days prior to certification of the Final PEIR, in compliance with Public Resources Code Section 21092.5(a).
12. That on September 19, 2024, the Planning Commission considered the Project and approved Planning Commission Resolution 2024-09-PCR-09, recommending the City Council certify the Final Program Environmental Impact Report, inclusive of its

referenced appendices for the “Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment”, and approve appropriate Environmental Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program, adopt a General Plan Amendment to Update the City’s Land Use, Open Space and Conservation, Noise, and Safety Elements, adopt amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 1 Subdivisions, Chapter 2 Zoning and Land Use, and Chapter 5 Coastal Land Use Plan Implementing Ordinance, and adopt amendments to the City of Redondo Beach’s Coastal Land Use Plan of the Local Coastal Program all of which serve to implement the City’s 6<sup>th</sup> Cycle Housing Element.

13. That on October 1, and 15, 2024, the City Council, at duly noticed public hearings, considered the Project and the Draft PEIR, at which time the City staff presented its report and interested persons had an opportunity to be heard and to present evidence regarding the Project and the Draft PEIR.
14. That on October 29, and November 5, 2024, the City Council, at duly noticed public hearings, again considered the Project and also the Final PEIR, at which time the City staff presented its report and interested persons had an opportunity to be heard and to present evidence regarding the Project and the Final PEIR.
15. That Section 15091 of the CEQA Guidelines requires that a public agency, before approving a project for which a PEIR is required, make one or more of the following written finding(s) for each significant effect identified in the PEIR accompanied by a brief explanation of the rationale for each finding:
  - a. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the Final PEIR; or,
  - b. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency; or,
  - c. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final PEIR.
16. That these required written findings are set forth in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full, and are hereby adopted.
  - a. Environmental impacts determined to have no impact or a less than significant impact without mitigation are described in Section III B of Exhibit A.
  - b. Environmental impacts determined in the PEIR to be less than significant with mitigation are described in Section III C of Exhibit A.

- c. Environmental impacts that remain significant and unavoidable despite the imposition of all feasible mitigation are described in Section III D of Exhibit A.
  - d. Alternatives that might eliminate or reduce significant environmental impacts are described in Section IV of Exhibit A.
17. That CEQA Guidelines Section 15093 requires that if a project will cause significant unavoidable adverse impacts, the public agency must adopt a Statement of Overriding Considerations prior to approving the project. A Statement of Overriding Considerations states that any significant adverse project effects are acceptable if expected project benefits outweigh unavoidable adverse environmental impacts. The Statement of Overriding Considerations is included in the findings in Section VII of Exhibit A, and is incorporated herein by reference as if set forth in full, and is hereby adopted.
18. That CEQA Section 21081.6 requires the City to prepare and adopt a Mitigation Monitoring and Reporting Program for any project for which mitigation measures have been imposed to ensure compliance with the adopted mitigation measures. The Mitigation Monitoring and Reporting Program is attached to the Final PEIR as Appendix C, and in this Resolution as Exhibit B, and is herein incorporated by reference as if set forth in full, and is hereby adopted.
19. That prior to taking action, the City Council has heard, been presented with, reviewed, and considered the information and data in the administrative record, including the Final PEIR, the written and oral comments on the Draft PEIR and Final PEIR, responses to comments, staff reports and presentations, and all oral and written testimony presented during the public hearing on the proposed Project.
20. That the City Clerk of the City of Redondo Beach is the custodian of records, and the documents and other materials that constitute the record of proceedings upon which this decision is based are located at the Office of the City Clerk, City of Redondo Beach, 415 Diamond Street, Redondo Beach, CA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. That the above recitals and findings are true and correct, and are incorporated herein by reference as if set forth in full.

SECTION 2. That agencies and interested members of the public have been afforded ample notice and opportunity to comment on the Final PEIR and the proposed Project.

SECTION 3. That the City Council has independently considered the administrative record before it, which is hereby incorporated by reference and which includes the Final PEIR, the written and oral comments on the Draft PEIR, staff reports and responses to comments incorporated into the Final PEIR, and all testimony related to environmental issues regarding the proposed Project.

SECTION 4. That the Final PEIR fully analyzes and discloses the potential impacts of the proposed Project, and that those impacts have been mitigated or avoided to the extent feasible for the reasons set forth in the Findings attached as Exhibit A and incorporated herein by reference, with the exception of those impacts found to be significant and unmitigable as discussed therein.

SECTION 5. That the Final PEIR reflects the independent judgment of the City Council. The City Council further finds that the additional information provided in the staff reports, the minor edits recommended by staff or the Planning Commission, in comments on the Draft PEIR, the responses to comments on the Draft PEIR, and the evidence presented in written and oral testimony does not constitute new information requiring recirculation of the PEIR under CEQA. None of the information presented has deprived the public of a meaningful opportunity to comment upon a substantial environmental impact of the proposed Project or a feasible mitigation measure or alternative that the City has declined to implement.

SECTION 6. That the City Council certify the Final PEIR as being in compliance with CEQA. That the City Council further adopts the Findings pursuant to CEQA and the Statement of Overriding Considerations as set forth in Exhibits A, respectively, and adopts the Mitigation Monitoring and Reporting Program attached as Exhibit B. That the City Council further determines that all of the findings made in this Resolution (including Exhibit A) are based upon the information and evidence set forth in the Final PEIR and upon other substantial evidence that has been presented at the hearing before the City Council, and in the record of the proceedings. That the City Council further finds that each of the overriding benefits stated in Exhibit A, by itself, would individually justify proceeding with the proposed Project despite any significant unavoidable impacts identified in the Final PEIR or alleged in the record of proceedings.

SECTION 7. That the City Council hereby directs City staff to implement and to monitor the mitigation measures as described in Exhibit B.

SECTION 8. The City Council hereby directs staff to file a Notice of Determination as set forth in Public Resources Code Section 21152.

[THIS SECTION INTENTIONALLY LEFT BLANK]

PASSED, APPROVED AND ADOPTED this 5<sup>th</sup> day of November, 2024.

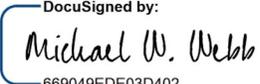
Signed by:  
  
73563B93D8B8469...

For

---

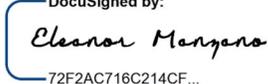
James A. Light, Mayor  
Paige Kaluderovic, Mayor  
Pro Tempore

APPROVED AS TO FORM:

DocuSigned by:  
  
669049EDE03D402...

---

Michael W. Webb, City Attorney

DocuSigned by:  
  
72F2AC716C214CF...

---

Eleanor Manzano, CMC, City Clerk

**CERTIFICATION**

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss  
CITY OF REDONDO BEACH        )

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2410-105 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 5<sup>th</sup> day of November, 2024, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:            NEHRENHEIM, LOEWENSTEIN, KALUDEROVIC, OBAGI, JR., BEHRENDT

NOES:            NONE

ABSENT:         NONE

ABSTAIN:        NONE

DocuSigned by:  
*Eleanor Manzano*  
72F2AC716C214CF...

---

Eleanor Manzano, CMC  
City Clerk  
11/8/2024 | 11:32 AM PST

**RESOLUTION NO. CC-2412-111**

**A RESOLUTION OF THE CITY COUNCIL OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ADDENDUM TO THE CERTIFIED PROGRAM ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NUMBER 2023050732) FOR THE REDONDO BEACH FOCUSED GENERAL PLAN UPDATE, ZONING ORDINANCE UPDATE AND LOCAL COASTAL PROGRAM AMENDMENT PERTAINING TO THE FLOOR AREA RATIO AT THE BEACH CITIES HEALTH DISTRICT CAMPUS**

WHEREAS, on November 5, 2024, the City Council of the City of Redondo Beach adopted Resolution No. CC-2410-105 certifying the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment Final Program Environmental Impact Report (PEIR) (SCH No. 2023050732) (certified PEIR) pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, *et seq.*); and

WHEREAS, subsequently, the City of Redondo Beach has initiated additional analysis to be completed to study impacts associated with increasing the maximum floor area ratio (FAR) for the Beach Cities Health District (BCHD) campus from 0.75 to 1.25 (modified project). A maximum FAR of 1.25 on the BCHD campus would represent an increase of 153,983 non-residential square feet and would result in 770 employees than previously analyzed in the Certified Final PEIR. The modified project would increase non-residential square feet and employment citywide by one percent and two percent, respectively. Additionally, no physical redevelopment of the BCHD campus is proposed under the modified project; and

WHEREAS, pursuant to CEQA, and the CEQA Guidelines, the City of Redondo Beach is the lead agency for the Project, as the public agency with general governmental powers; and

WHEREAS, prior to approval of subsequent actions that constitute a “project” under CEQA and the State CEQA Guidelines, the City is required to determine whether the environmental effects of such actions are within the scope of prior environmental analysis, or whether additional environmental analysis is required; and

WHEREAS, under CEQA, the lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary to the prior EIR, but none of the conditions calling for preparation of a subsequent or supplemental EIR have occurred (Public Resources Code Section 21166; CEQA Guidelines Sections 15162 and 15164). Once an EIR has been certified, no supplement or subsequent EIR shall be prepared unless the lead agency or responsible agency determines that a specific condition has been met as required by CEQA Guidelines Section 15162(a)(1), (2), and (3); and

RESOLUTION NO. CC-2412-111

ADOPTING AN ADDENDUM TO THE CERTIFIED PROGRAM EIR

PAGE NO. 1

WHEREAS, the City has caused preparation of an Addendum for the modified project (Addendum) pursuant to CEQA and the State CEQA Guidelines on the basis that the modified project does not require preparation of a new, subsequent or supplemental EIR. A copy of the Addendum is attached hereto as *Exhibit A*; and

WHEREAS, an addendum to a previously certified EIR need not be circulated for public review, but may be attached to a certified EIR in accordance with CEQA Guidelines Section 15164; and

WHEREAS, the City Council of the City of Redondo Beach has reviewed and considered the Addendum in conjunction with the certified Final PEIR; and

WHEREAS, the City Council has determined, for reasons specified below, that the revisions proposed as part of the modified project are minor, would not result in any new or more significant environmental impacts, and thus qualify for an Addendum to the certified PEIR in accordance with Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164; and

WHEREAS, the City Council has evaluated the potential environmental impacts of the proposed modified project against the criteria set forth in Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH DOES HEREBY FIND AS FOLLOWS:

1. Pursuant to the provisions of CEQA and the CEQA Guidelines, the City Council has reviewed and considered the Addendum prepared for the modified project.
2. Based on that review, the City Council finds, in the exercise of its independent judgment and based on substantial evidence in the whole of the record, that the modified project does not require the preparation of a subsequent or supplemental Environmental Impact Report as none of the conditions described in Section 15162 of the CEQA Guidelines exist, and that preparation of the Addendum meets the requirements of CEQA. Specifically, the City Council finds as follows:
  - a. *Major EIR revisions are not required:* There is no evidence in the record that major changes to the certified EIR are required. No information has been presented to the City to demonstrate that any substantial changes have occurred with respect to the modified project involving new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The analysis in the Addendum concludes that the impacts are similar to or reduced from the original project. The facts demonstrate that there are no new significant or more severe environmental impacts, and that the approval of the

modified project would have the same or reduced impacts as those described in and already addressed in the certified EIR.

- b. *No substantial change in circumstances requiring major EIR revisions:* There is no information in the record, or otherwise available, that indicates that there are substantial changes in circumstances that would require major changes to the certified EIR. The modified project remains consistent with the project described in the certified PEIR.
  - c. *No new information showing greater significant effects than identified in the EIR:* There is no substantial new information that was not available at the time the PEIR was certified indicating there will be a new, significant impact requiring major revisions of the certified PEIR. The revisions proposed as part of the modified project are minor, and the City Council finds the modified project would not cause an increase in the severity of any environmental impact and that the impacts of the modified project are either similar to or reduced from the original project analyzed in the certified PEIR.
  - d. *No new information showing ability to reduce significant effects identified in the EIR:* There are no significant impacts requiring identification of new or additional alternatives to the modified project, or consideration of new or additional, more significant effects identified in the certified EIR. The certified PEIR included mitigation measures and the same mitigation measures apply to the modified project. No information, let alone substantial evidence, has been presented to suggest that the modified project has environmental impacts beyond those previously analyzed, disclosed, and mitigated as set forth in the certified EIR. No information regarding any purported greater environmental impacts, or the need for additional mitigation or alternatives, has been presented.
3. The City Council also finds that the modified project does not involve significant new effects, does not change the baseline environmental conditions, and does not represent new information of substantial importance which shows that the modified project will have one or more significant effects not previously discussed in the certified EIR. The certified PEIR adequately addresses all potential environmental impacts associated with the modified project, and the mitigation measures contained in the certified PEIR will reduce those impacts to a level that is less than significant. Therefore, no additional environmental documentation is required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council has reviewed the findings made in this Resolution and finds that they are based upon substantial evidence that has been presented to the City Council in the record of proceedings. The documents, staff reports, technical studies, appendices, and other materials that constitute the record of proceedings on which these findings have been based are on file in the Office of the City Clerk, located at 415 Diamond Street in the City of Redondo Beach and available for public examination during normal business hours.

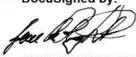
SECTION 2. The Addendum to the Final Environmental Impact Report (SCH #2023050732) reflects the independent judgment of the City Council and contains, and is based on, substantial evidence and analysis to allow the City Council to make an informed decision as set forth herein.

SECTION 3. In light of the evidence presented at the hearing, and based on the findings set forth above, the City Council hereby adopts the Addendum (attached hereto as *Exhibit A*) to Certified Final Environmental Impact Report for Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Program Amendment.

SECTION 4. The City Council hereby adopts the Mitigation Monitoring and Reporting Program attached hereto as *Exhibit B*, which specifies the measures to mitigate the environmental effects associated with the subject project and the monitoring efforts needed to ensure that the measures are effectively implemented.

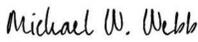
SECTION 5. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED, AND ADOPTED this 3<sup>rd</sup> day of December, 2024.

DocuSigned by:  
  
6BC0853B8F644F1...

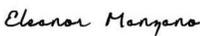
James A. Light, Mayor

APPROVED AS TO FORM:

DocuSigned by:  
  
669049EDE03D402...

Michael W. Webb, City Attorney

ATTEST:

DocuSigned by:  
  
72E2AC718C214CE

Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss  
CITY OF REDONDO BEACH        )

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2412-111 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 3rd day of December, 2024, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:            KALUDEROVIC, OBAGI, JR., BEHRENDT

NOES:            NEHRENHEIM, LOEWENSTEIN

ABSENT:         NONE

ABSTAIN:        NONE

DocuSigned by:  
*Eleanor Manzano*  
72F2AC716C214CF...

---

Eleanor Manzano, CMC  
City Clerk  
12/4/2024 | 4:39 PM PST

1. Draft General Plan Update: Land Use Element (click [here](#))



# Administrative Report

---

N.2., File # 25-1494

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** ANDREW WINJE, PUBLIC WORKS DIRECTOR

## **TITLE**

DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED SECOND AMENDMENT TO THE CITY'S SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, TO EXTEND THE TERM AND TO MODIFY RATE STRUCTURES, CERTAIN SOLID WASTE PROGRAMS, AND OTHER TERMS OF THE AGREEMENT

## **EXECUTIVE SUMMARY**

Arakelian Enterprises, Inc., DBA Athens Services (Athens) has been the exclusive franchise hauler for solid waste handling services in the City of Redondo Beach since 2011. The first amendment to the Agreement was approved on July 1, 2019. The City is currently in the seventh year of a nine-year term with Athens.

Athens approached the City with a request to consider a second amendment to the Agreement as a result of significant and ongoing changes in the solid waste industry that have occurred since the first amendment was executed in 2019. An initial overview of the proposed amendments to the Agreement were presented to the City Council on May 20, 2025.

The City Council requested staff conduct a review and analysis of the revised second amendment proposal by Athens to include the engagement of a consultant to provide an analysis of proposed rates and to conduct a comparative survey of solid waste rates and services in neighboring cities. The subsequent report and survey findings show that, if the proposed rate restructuring is approved by the City Council, the refuse rates for Redondo Beach multifamily residence and commercial customers would increase but would remain very competitive with neighboring cities.

Staff has concluded that it is in the best interest of the City and the community to accept the Athens' proposal to extend the term of the Agreement, maintaining a strong partnership and robust palette of solid waste services in the City. Staff further believes that streamlining the pricing structure by moving multifamily developments into the commercial category keeps refuse rates for both multifamily units and commercial in the lower end of the refuse rate range of neighboring cities surveyed and would better align actual service delivery costs and service classifications with use. Residential rates, which include those for single family and small multifamily properties (four units and less), remain unchanged by the amendment proposal. The term "multifamily," used in this report, refers to properties with five or more units, unless otherwise noted.

At this time, staff recommends the City Council receive and file the HF&H Consultants LLC's (HF&H)

Report, direct staff to prepare the second amendment with Athens for consideration of approval at a subsequent meeting and provide direction on the provisions to be included in the second amendment draft.

### **BACKGROUND**

Athens is the exclusive franchise hauler for solid waste handling services in the City of Redondo Beach. The Solid Waste Handling Services Franchise Agreement with Athens is the City's single largest vendor service agreement and affects nearly every resident and business in the community.

On December 8, 2023, Athens advised the City that they anticipated significant challenges meeting their contractual diversion requirements. Specifically, they referenced an inability to meet the 13,000 tons of disposal via waste-to-energy needed to meet the City's 75% diversion target. This was due to the closure of the regional alternate waste-to-energy facility in the City of Commerce as well as disruptions at the Southeast Resource Recovery Facility (SERRF) in Long Beach. As a result, Athens signaled they would be proposing a second amendment to the Agreement to City Council for consideration.

On March 7, 2024, Athens provided the City with an initial draft second amendment that addressed the closure of the SERRF and requested the removal of the Transformation (Waste-to-Energy) requirement, the reduction of the diversion requirement from 75% to 50%, the elimination of processing of residential trash to recover 8% recyclables, the inclusion of roll-off services in the exclusive franchise agreement, and an adjustment to the liquidated damages provision. Staff engaged Athens in conversations over the following months, with special focus on diversion requirements and the addition of exclusive roll-off service. Staff has consistently relied on the assistance of solid waste industry consultants when negotiating solid waste hauling contract terms. To ensure the City was properly represented, the City Council approved an agreement with HF&H to review the proposed second amendment with Athens.

On December 5, 2024, Athens advised the City that additional impacts to the solid waste industry, beyond those addressed in the March 7, 2024 communication, necessitated additional adjustments to the Agreement. Athens advised that, in addition to the closure of the SERRF, they are experiencing increased tip fees across locations and noted the State's requirement to institute three-stream collection (trash, recycling, and organics) for all customers in the City of Redondo Beach.

On March 31, 2025, Athens presented a revised draft second amendment. Following the discussion with Athens, it is clear that an amendment to the Agreement is needed to accommodate the external changes in the industry that have impacted Athens' operations in Redondo Beach. On May 20, 2025 the City Council was asked to review the proposed Agreement changes submitted by Athens and to provide direction to staff for next steps in the negotiations. City Council directed staff to bring back an expanded scope of work in a contract with HF&H to review and analyze the additional amendment changes proposed by Athens with a focus on the proposed changes to the rate structure and a survey comparing the services received by the City with surrounding cities.

On July 1, 2025, the City Council approved an amended agreement with HF&H to assist staff with review of Athens' proposed rate restructuring and to conduct a survey of solid waste rates and services in neighboring cities. HF&H has completed their analysis and the report and survey results are attached to this report.

### Consultant Report and Survey Highlights

The HF&H report reviews the cost increases in three key categories presented by Athens: operations, disposal, and capital. The report also looked at revenue projections, primarily based on two alternatives to the existing rate structure. Option 1 is a 13.5% increase across multifamily units and commercial customers, and Option 2 reclassifies multifamily units as commercial and adopts commercial rates across the category. Although the report struggles to fully align all projected increases in expenditure with proposed additional revenue, the overall customer pricing remains competitive when viewed against the other cities surveyed. Implementation of Option 2 keeps Redondo Beach customer refuse rates in the lower half of the range of cities surveyed, across all service categories.

The Service Information Summary (Figure 6 HF&H report) measured service levels and auxiliary services, including bulky item pick-up, paper shred events, street sweeping etc. provided by the hauler to customers. The report shows that Athens' service levels in Redondo Beach meet or exceed that of haulers' services provided in the other cities surveyed.

The report concludes with a comparison of the rate growth in rates between Redondo Beach, Los Angeles County as a whole (average of all cities), and Los Angeles County for only those cities serviced by Athens. The comparison shows that Redondo Beach commercial rate growth over the 2021 to 2025 period is higher than the Los Angeles County cities average rate of growth, and less than the cities in Los Angeles County serviced by Athens. However, in both cases, the Redondo Beach commercial rate remains lower than either of the comparison groups based on 2025 data.

**Staff recommends moving forward with Athens' proposed second amendment, extending the term to June 30, 2036 (an eight-year extension to current term) and re-structuring the rates as outlined in Option 2, moving multifamily units to the commercial category.**

### Summary of Other Proposed Changes to the Amendment

There are additional proposed revisions to the Agreement requested by Athens, which are outlined below. Staff recommends the City Council review the following items and provide direction on any items of concern.

- 1. Diversion Requirement:** The Diversion Requirement would be eliminated and replaced with "implementation of programs designed to achieve diversion." This meets the updated state law requirement, but removes a specific, numerical diversion target.
- 2. Customer Billing:** Multifamily units (5+units) would be considered commercial customers and billed in accordance with Section 12.1.3.1 (Commercial rate structure). Other revised language related to customer billing would also apply.
- 3. Current Classifications: "Bundled Service"**
  - Continue Bundled Service for residential customers (one 96-gallon cart for each stream refuse, recycling, and organics), or one 64-gallon organics cart for commercial service.
  - Introduce Bundled Service to multifamily/commercial customers. Customers receiving bin service would receive 3-yard refuse bin, 96-gallon recycling bin, and one 64G/ two 35G organics carts as default.
- 4. Changes in Classification:** Contractor shall determine the appropriate service type and container size, type, frequency, and quantity for each customer, subject to reasonable

disapproval of City. Currently customers select their own.

5. **Approved Rate Schedule:** Appendix E would be replaced in its entirety with a new rate schedule for multifamily units and commercial customers billed directly by the Contractor.
6. **Scout Service Rates:** Introduction of scout fees for pushing or rolling bins to point of collection currently proposed at \$35 per month for one bin per week (trash only).
7. **Term of the Agreement:** Proposes term for second amendment to expire June 30, 2036 (8-year extension over current term) with an option for the City to grant two five-year extensions.
8. **Roll-Off; Scope of Franchise:** Inclusion of exclusive roll-off and temporary bin services in franchise agreement following a five-year notice period, including new cost recovery City fees (of 13.4%) for program implementation.
9. **Services to the South Bay Galleria:** Possible inclusion of the "South Bay Galleria" property in the scope of the franchise agreement. This is currently a "carve-out" in the contract due to the unique operational demands of the mall facility. Due to the uncertainty surrounding Galleria property ownership/redevelopment, it is recommended that this item not be incorporated in the agreement at this time.
10. **Overweight and Overflow Containers:** If the customer places more in the container than fits or is in excess of weight capacity, the Contractor may charge a fee and adjust service. Removal of the notification process prior to the assessment of fees/adjustment of service. Occurs when customer overfills, which often occurs at locations where owners "under-select" the size of bin needed.
11. **SB 1383 Program:** Replace Appendix I with new Appendix I.
  - Eliminate two-stream service, where still in operation, and replace with three-stream service (trash, recycling and organics).
  - Changing Organic Contamination Fee to contamination fee for any commodity and allow for the customer to be charged for each contaminated container.
  - Adjustments to contamination fee processes.
  - In the current Agreement, Athens is required to process all trash to recover recyclables prior to landfilling. The Contractor is required to divert a minimum of 8.5% of solid waste collected from residential refuse carts. Given changes in recycling practices, Athens advises that achieving this additional level of diversion is no longer practical and proposes eliminating and directly transporting all of this trash to the landfill.

Note: A complete list of the proposed term adjustments is attached to this report.

### Alternatives

If the City Council chooses not to approve a second amendment, Athens is bound to provide services under the current agreement until June 30<sup>th</sup>, 2028, after which a new hauler would take over. Industry norms show that a solicitation and contract negotiation period for a new hauler contract typically requires at least two years to complete. Therefore, it would be necessary to initiate development of a request for proposal (RFP) process immediately to consider a new hauling contract. This approach comes with its own risks and additional use of resources to complete. In general, the City is happy with the service and service model being provided by Athens. As the HF&H surveys shows, Redondo Beach, after the proposed rate increases, would remain at the lower end of the refuse rate scale across all categories. The same below market prices and equivalent level of service cannot be guaranteed following an RFP process. The additional solid waste services already provided may not be available in the same manner as provided by the current vendor. The uncertainty of future prices and services, coupled with the significant resources required to develop

an RFP, solicit and evaluate proposals, and negotiate a contract also supports staff's recommendation to prepare and implement a second amendment with Athens.

Staff recommends the City Council provide direction to further develop Athens' proposed second amendment. Following the direction, staff would return to City Council in the next couple of months with a draft second amendment document for consideration of approval and a recommendation to initiate the Proposition 218 process, which is required when a refuse rate change is proposed. The Prop 218 process generally spans several months, including the creation of information materials and a 45-day notice period prior to public hearing.

### **COORDINATION**

Public Works Department personnel coordinated preparation of this report with the City Attorney's and City Manger's Offices and HF&H, the City's outside solid waste consultant.

### **FISCAL IMPACT**

There are no direct financial impacts to the City as a result of the changes to terms and rate structures included in the second amendment proposed by Athens. The proposed rate adjustments would impact those multifamily and commercial customers directly billed by Athens. Adjustments to City infrastructure, including City trash cans, could have a modest financial impact, but those potential costs are unknown at this time. Any adjustment to the customer rate structure must undergo a Proposition 218 process. This process includes the development and distribution of informational material to all impacted customers and is estimated to cost \$20,000. Funding for the associated costs would be provided by Athens, or through existing solid waste administrative funds.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Report - Proposed Second Amendment Analysis, completed by HF&H Consultants LLC
- Athens Services Proposed Second Amendment Terms

# CITY OF REDONDO BEACH

## Proposed Second Amendment Analysis

January 12, 2026





**HF&H Consultants**  
1201 Dove Street, Suite 585  
Newport Beach, CA 92660  
Phone: (925) 977-6950  
Web: hfh-consultants.com

January 12, 2026

Andrew Winje  
Public Works Director  
City of Redondo Beach  
531 N. Gertruda  
Redondo Beach, CA 90277

*Sent via email: Andrew.winje@redondo.org*

**Subject: Proposed Second Amendment Analysis**

Dear Andrew Winje,

Enclosed please find our report on the analysis performed by HF&H Consultants of the second amendment proposed by Athens Services on their solid waste handling services franchise agreement with the City of Redondo Beach. Our executive summary is included starting on Page 1.

We are pleased to have had the opportunity to assist the City of Redondo Beach with this engagement and would like to thank you for your team's support during the project.

If you have any questions, please call or e-mail Laith Ezzet at (949) 251-8902 or [lezzet@hfh-consultants.com](mailto:lezzet@hfh-consultants.com) or Lindsey Lagos at (949) 251-0231 or [llagos@hfh-consultants.com](mailto:llagos@hfh-consultants.com).

Sincerely,

Handwritten signature of Laith B. Ezzet in black ink.

Laith B. Ezzet, CMC  
Senior Vice President

Handwritten signature of Lindsey Lagos in black ink.

Lindsey Lagos, CPA  
Project Manager



# CONTENTS

**EXECUTIVE SUMMARY ..... 1**  
 City Survey Results ..... 1  
 Financial Analysis..... 2

**SECTION 1. BACKGROUND AND STUDY TASKS ..... 3**  
 Background..... 3  
 Study Tasks ..... 4  
 Limitations..... 4

**SECTION 2. ANALYSIS AND FINDINGS..... 6**  
 1. Second Amendment Redline and Feedback..... 6  
 2. Proposed Diversion Requirement Change..... 6  
 3. Impact of Not Processing Trash ..... 6  
 4. Proposed Exclusivity of Roll-Off Service ..... 7  
 5. Second Amendment Matrix ..... 8  
 6. City Survey Results ..... 9  
 7. Financial Analysis ..... 12

# FIGURES

Figure 1. Estimated Additional City Fees for Exclusive Roll-Off Revenue,  
 Based on 2024 Data ..... 8

Figure 2a. Summary of 64-Gallon Residential Customer Rates as of  
 1/1/25 (Lowest to Highest)..... 9

Figure 2b. Summary of 95-Gallon Residential Customer Rates as of  
 1/1/25 (Lowest to Highest)..... 10

Figure 3. Summary of Multi-Family Rates as of 1/1/25 (Lowest to Highest).. 10

Figure 4. Summary of Commercial Rates as of 1/1/25 (Lowest to Highest) .. 11

Figure 5. City of Redondo Beach Customer Rate Comparison ..... 11

Figure 6. Service Information Summary ..... 12

Figure 7. Additional Annual Costs Provided by the Contractor ..... 13

Figure 8. SERRF versus Landfill Gate Rate Impact ..... 15

Figure 9. Rate Revenue Increases Proposed by the Contractor ..... 15

Figure 10. Scout Service Summary Statistics..... 17

Figure 11. Customer Rates for Sample Service Levels Under Option 1  
 and Option 2, Inclusive of Fees..... 17

Figure 12. Calculation of Additional Rate Revenues in Excess of  
 Additional Costs ..... 17

Figure 13. Rate Revenue Increase Calculations ..... 18

Figure 14. Residential and Commercial Median Rate Increases  
 Between 2021 and 2025..... 19



# ATTACHMENTS

- A. Compound Impact of First Amendment Rate Adjustment Methodology
- B. Diversion Analysis
- C. City Survey Results



## Executive Summary

During 2024, the City of Redondo Beach (City) received a proposal from Athens Services (Contractor) for a Second Amendment to the Solid Waste Handling Services Agreement (Agreement) between the City and Contractor. The City requested HF&H Consultants, LLC (HF&H) to provide feedback on the Contractor’s proposed amendment, perform analyses on certain proposed amendment terms; survey eight cities for certain franchise agreement features; and prepare a financial analysis of certain data provided by the Contractor.

The proposal from the Contractor involves operational and financial elements. The operational changes include, but are not limited to:

- Elimination of refuse trash cart contamination processing, i.e., delivering the refuse trash cart to the landfill without processing recyclables that may have been disposed of rather than placed in the recycling cart.
- Providing a source-separated three-stream program (eliminating “mixed waste” collection) for all remaining commercial and multi-family customers.
- Replacing the 75% diversion rate requirement for all materials collected within the City by the Contractor with an Assembly Bill (AB) 939 compliant diversion guarantee of 50% for all materials generated within the City.
- Granting exclusivity to Contractor for roll-off services.
- Extending the term of the Agreement by eight years to June 30, 2026.

Details of our study are included in the enclosed report. The summary contained herein focuses on results of a comparative program survey of similar cities and financial impacts of the Contractor’s proposal to City residents and businesses.

### CITY SURVEY RESULTS

HF&H gathered data for the following eight cities: Redondo Beach, Carson, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, and Manhattan Beach. In our rate data gathering, we found the City’s January 1, 2025 rates for:

- residential were the third highest of the eight cities surveyed
- multi-family rates were the lowest of the eight cities surveyed, and
- commercial rates were third lowest among the eight cities surveyed .

Rates vary across the eight jurisdictions for myriad reasons, including the various programs provided by their waste haulers and fees collected within the different jurisdictions. The rank order of the City’s rates for some service classes may change under rate changes proposed by the Contractor, as discussed in the Financial Analysis section, though the multi-family and commercial rates proposed under Option 2, described below, would continue to rank among the lowest half of the eight cities surveyed.



Services were generally comparable with the exception of the inclusion of street sweeping in the City's solid waste rates.

## **FINANCIAL ANALYSIS**

The Contractor has identified certain costs that it asserts have increased at a rate greater than the annual rate adjustments. The additional operating, capital, and disposal costs specifically identified by the Contractor total \$1,535,023.

HF&H estimated the tipping fee savings associated with the elimination of transformation at SERRF are \$708,485. If those savings are included as an offset to the cost increases identified by the Contractor, then the estimated cost increases would be reduced from the \$1,535,023 described above to a revised value of \$826,538. The Contractor states that these savings were not realized due to other costs such as transportation and indirect expenses; we were unable to validate this statement with the information provided.

To address increased costs, the proposed Second Amendment includes adjustments to certain revenue items. Additional rate revenue sources proposed by the Contractor to recover the increased costs are described below:

- Implementing Option 1 increasing the rates to all commercial and multi-family customers by 13.5%, or Option 2— classifying multi-family customers with five units or more as commercial customers, thereby increasing their rates.
- Eliminating gratis services for recycling and bundling refuse, recycling, and organics services in to a combined service rate for commercial and multi-family customers.
- Adding a scout charge for customers whose bins are positioned by a small truck with forks before collection by the solid waste vehicle.

Additional rate revenues proposed by the Contractor to address increased costs total \$3,003,196 or \$3,128,446, based on the two proposed rate change options. The proposed rate revenue increases are higher than the additional specifically identified costs provided by the Contractor by approximately \$1,468,000 and \$1,593,000 under Options 1 and 2, respectively, using the data by the Contractor. If the full cost savings of \$708,485 from the elimination of transformation are factored into the analysis, then the amount of the excess revenue would be approximately \$2,176,485 or \$2,301,485 under Options 1 and 2, respectively. The Contractor has indicated that the proposed revenues in excess of the identified costs are to compensate the Contractor for other costs, the specificity for which was not provided.



## Section 1. Background and Study Tasks

### BACKGROUND

The City entered into the Agreement between the City and Contractor, which commenced on July 1, 2011. Effective July 1, 2019, the parties entered into the First Amendment to the Agreement (First Amendment), which extended the original term by nine years. The current Agreement is set to expire on June 30, 2028, with the City having the option to extend the term monthly for up to 24 months.

During negotiations for the First Amendment, the Contractor provided a Cost-of-Service analysis comparing the costs incurred to provide services under the Agreement to revenues. Through a review performed by HF&H—City of Redondo Beach Compliance Audit of Athens Services dated January 17, 2018—it was confirmed that the Contractor’s costs exceeded total revenues by approximately 34% for the 12-month period that ended June 30, 2016. To address these losses, the First Amendment revised the annual rate adjustment methodology to:

- Add 1% to the annual rate adjustment for the remainder of the Agreement
- Add a phased-in special rate adjustment to the annual rate adjustments effective July 1, 2019 through July 1, 2023. The additional annual special rate adjustment was 7% and 14% for residential and commercial customers, respectively.

The annual rate adjustments for each of the special rate adjustment years were calculated using the equations below:

- Residential and multi-family customers = Annual adjustment + 1% + 7%
- Commercial customers = Annual adjustment + 1% + 14%

From the effective date of July 1, 2019 through the most recent rate adjustment on July 1, 2025, the compounded impact of the 1% annual increase together with the phased-in special rate adjustments resulted in an increase of 47.47% for residential customers and an increase of 99.75% for commercial customers. Calculations are included in Attachment A.

During 2024, Contractor proposed a Second to the City. Amongst other changes, the proposed Second Amendment includes:

- Replacing the 75% diversion rate for solid waste collected by the Contractor with an AB 939 diversion guarantee for all waste generated in the City
- Extending the Agreement term by 10 years
- Allowing the Contractor to exclusively service roll-off customers in the City, following a five-year wind-down
- Eliminating service of the South Bay Galleria from scope limitations
- Providing a three-container source-separated program rather than processing mixed waste



## Proposed Second Amendment Analysis

### Section 1. Background and Study Tasks

- Bundling multi-family and commercial services
- Introducing a scout service charge
- Increasing multi-family and commercial rates by either:
  - Option 1: a 13.5% increase for all commercial and multi-family customers (Option 1).
  - Option 2: classifying multi-family customers with five units or more as commercial customers (Option 2), which will generally result in an increase for multi-family customers.

## STUDY TASKS

The City requested HF&H to provide feedback on the Contractor's proposed Second Amendment, perform analyses on certain terms proposed by the Contractor within the Second Amendment, and analyze the rate adjustments requested.

The original tasks for this study are summarized below:

- Provide a redlined version of the Second Amendment with comments and feedback to the City.
- Review the appropriateness of the updated diversion rate related to the closure of the SERRF.
- Estimate the cost impacts of eliminating the processing of residential black barrel solid waste and redirecting this tonnage from SERRF to a landfill.
- Evaluate the ratepayer impact of awarding the Contractor exclusivity for roll-off services within the City. Estimate the City's potential revenue that would be generated from applying the existing commercial Administration Fee and AB 939 fee to roll-off customers.
- After completing the tasks above, the City and HF&H amended their Consulting Services Agreement on July 1, 2025, to integrate the following tasks into the study:
- Provide a matrix comparing Agreement terms to the proposed terms and include an assessment of the changes.
- Develop a matrix summarizing certain franchise agreement features for eight cities, including the City of Redondo Beach.
- Prepare a financial analysis summary of the cost increases identified by the Contractor, the proposed customer rate revenue increases, and the net difference between the proposed rate revenue increases and the Contractor's identified cost increases.

## LIMITATIONS

HF&H prepared this study solely for the City in accordance with the Agreement for Consulting Services Between the City of Redondo Beach and HF&H Consultants, LLC and the First Amendment to that agreement, dated July 1, 2025. This study is intended to provide

## **Proposed Second Amendment Analysis**

### Section 1. Background and Study Tasks



information that may assist the City in negotiating the Second Amendment to the Agreement and is not intended for use by any other party for any other purpose.

In preparing this study, HF&H relied on data and assumptions provided by Athens Services, who we relied upon to be knowledgeable and, consistent with the scope of our engagement, did not independently verify the data provided. Substantiating certain elements used in the financial analysis performed would require a more detailed financial review, which was not under the scope of this study.

Rounding differences caused by stored values in electronic models may exist.

This study addresses relevant laws and regulations but should not be relied upon as legal advice. Questions concerning the interpretation of legal authorities referenced in this study should be referred to a qualified attorney.



## **Section 2. Analysis and Findings**

### **1. SECOND AMENDMENT REDLINE AND FEEDBACK**

HF&H reviewed two versions of the proposed Second Amendment and formal correspondence between the City and the Contractor. We provided redlined drafts of both the initial and revised proposed Second Amendment on November 25, 2024 and August 7, 2025, respectively. We included comments and feedback to the City on the content within the proposed Second Amendment and identified other areas of the Agreement that may require updates because of the proposed diversion updates and/or the granting of exclusive roll-off rights. The redlined versions of the proposed Second Amendment and related feedback were provided to City staff for their use in negotiations with the Contractor.

### **2. PROPOSED DIVERSION REQUIREMENT CHANGE**

HF&H reviewed the appropriateness of the Contractor's proposal to replace the current diversion requirement of diverting 75% of all materials collected within the City by the Contractor with a City-wide AB 939 diversion guarantee. The State's requirement to achieve a 50% diversion rate under AB 939 would include diversion from third-party recyclers, self-haulers, source reduction, and re-use, in addition to the materials the Contractor diverts.

HF&H submitted a diversion analysis to the City on August 7, 2025. Our analysis indicated that the existing requirement to divert 75% of the tons collected under the Agreement could be reduced to 50%, excluding C&D materials, to reflect the loss of transformation and the elimination of residential refuse carts processing. If transformation was removed from diversion in 2022 (the final year transformation was allowed to receive State diversion credit), the Contractor would have achieved a 51.03% diversion rate for materials it collected. The Contractor has also proposed to discontinue residential refuse carts processing. In 2022, 0.47% of diversion was related to processing residential solid waste collected in refuse carts. The actual diversion achieved in 2022 after the removal of diversion related to transformation and processing refuse carts was 50.56%. See detailed calculations within Diversion Analysis, Attachment B.

An additional factor that supports a 50% diversion requirement for materials collected by the Contractor is the City's membership in the Los Angeles Regional Agency (LARA), which offers some protections surrounding City-wide diversion since reporting to CalRecycle occurs at the LARA level rather than the member-city level. Further, as the Contractor only controls a portion of the solid waste generated and diverted in the City, we believe the contractual obligation in the Agreement should reflect specific performance standards for the amount of waste that is collected and controlled by the Contractor.

### **3. IMPACT OF NOT PROCESSING TRASH**

Section 1.4 (Mixed Waste Processing of All Residential Refuse) of the Agreement states: "Contractor shall send all Refuse Collected in the City in Refuse Carts (including Single Family and Multi-Family Refuse Carts) for processing to recover Recyclables prior to landfilling. Contractor shall divert from landfilling a minimum of 8.5% of Solid Waste Collected from Residential Refuse Carts." Separately, Section 5.5.5 (Waste-To-Energy) of the Agreement

## Proposed Second Amendment Analysis

### Section 2. Analysis and Findings



requires the Contractor to “send a sufficient number of tons of Refuse from which Recyclables have been removed to a Waste-to-Energy facility for the City to receive 13,000 tons of diversion credit per year as measured on an annual basis.”

The proposed Second Amendment removes the requirements in Sections 1.4 and 5.5.5. The elimination of Section 5.5.5 is due to the waste-to-energy facility, SERRF, being closed after the State disallowed diversion credit for transformation.

Eliminating the requirements to process residential refuse carts and take a prescribed amount of materials to SERRF impacts costs because:

1. Trash previously processed at a materials recovery facility (MRF) to recover recyclable materials before being transferred to a landfill, would no longer have to be processed at a MRF, eliminating those processing costs.
2. The cost per ton at the landfill is less than the cost per ton of transformation at SERRF.

Analysis and discussion of the financial impacts of transferring materials to a landfill rather than processing them and/or taking them to SERRF is included in Section 2.7 of this report.

#### 4. PROPOSED EXCLUSIVITY OF ROLL-OFF SERVICE

The Second Amendment proposed by the Contractor includes establishing exclusivity of roll-off services. Public Resources Code Section 49520 allows currently licensed or permitted roll-off service providers to continue to provide those services for up to five years after the mailed notification that exclusive services will be provided. As such, our analysis is related to the projected impact after the five-year wind-down if the services become exclusive.

HF&H obtained the proposed pricing by the Contractor for exclusive roll-off services. City staff advised that the majority of roll-off materials are related to C&D. Accordingly, HF&H’s analysis utilized the proposed C&D rates to estimate the total proposed charge per ton. Using revenue and tonnage data reported to the City by the Contractor for calendar year 2024, HF&H calculated the incremental revenue that would be generated for the Contractor by the proposed change to roll-off rates. Assuming no other changes but the estimated 19% increase in C&D roll-off rates, the Contractor’s annual roll-off revenue (net of City fees) would increase by approximately \$202,000. If the Contractor serviced all roll-off customers exclusively and tonnage for the South Bay Galleria was also made exclusive to the Contractor, the increase would be greater.

The current City fee assessed to permitted roll-off haulers is 4% of gross roll-off revenue. The annual City fees generated by the 4.25% AB 939 Permit Fee and 9.15% Administration Fee would be approximately \$31,275, approximately \$22,000 higher than the fees that would be generated under the current system, based on the additional revenue from increased rates.

HF&H also estimated the additional City fees that would be generated if the 2024 roll-off tonnage reported to the City was made exclusive to the Contractor. Using calendar year 2024 data reported to the City, we calculated additional annual City fees—due to making roll-off services exclusive to the Contractor—to be approximately \$177,304. A summary of the



calculation is included in Figure 1 below. Additional calculations and details were included in the Roll-Off Analysis draft submitted to the City on August 7, 2025.

**Figure 1. Estimated Additional City Fees for Exclusive Roll-Off Revenue, Based on 2024 Data**

Total Estimated Roll-off Revenue	\$1,886,216
AB 939 Permit Fee - 2024 Rate	4.25%
AB 939 Permit Fee for Roll-off Revenue	\$80,164
Administration Fee	9.15%
Administration Fee for Roll-off Revenue	\$172,589
Total Roll-off Fees	\$252,753.00
Current Roll-off Fee Percentage	4%
Roll-off Fees at Current Roll-off Fee Percentage	\$75,449
<b>Additional Roll-off Fees to City</b>	<b>\$177,304</b>

If roll-off services were performed exclusively by the Contractor, HF&H has recommended, in the redlined draft of the Contractor’s proposed Second Amendment, sample language to ensure compliance with the State’s CalGreen diversion requirement for C&D materials.

## 5. SECOND AMENDMENT MATRIX

On August 7, 2025, HF&H submitted a Second Amendment Matrix draft, comparing current Agreement terms to terms proposed by the Contractor in the Second Amendment, to the City. Significant proposed changes include, but are not limited to:

1. Establishing exclusivity of roll-off services after a five-year wind-down (as discussed in Section 2.4 above)
2. Deleting the scope limitation of exclusively providing services to the South Bay Galleria
3. Adding a charge for push-out or scout service (as discussed in Section 2.7 below)
4. Replacing the mixed waste processing program with a three-stream source-separated program
5. Eliminating the Contractor’s 75% diversion requirement and providing AB 939 indemnification (as discussed in Section 2.2 above)
6. Deleting the Faithful Performance Letter of Credit obligation
7. Extending the term of the Agreement by 10 years



Additional considerations and proposed edits were included in the redlined draft of the revised Second Amendment proposal submitted to the City on August 7, 2025.

**6. CITY SURVEY RESULTS**

HF&H gathered data for certain agreed-upon data points for the following eight cities: Redondo Beach, Carson, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, and Manhattan Beach.

We submitted a City Comparison Matrix draft to City staff on August 18, 2025. Included below are key excerpts from our analysis.

Figures 2a, 2b, 3, and 4 present summaries of customer rates for residential, multi-family, and commercial customers for the surveyed cities as of January 1, 2025. Rates vary across jurisdictions for myriad reasons, including the various programs and fees amongst these jurisdictions. The rates presented in the figures are based on the bundle of services identified in the figure and are used to compare rates assuming this same service in every city, though typical services may vary in the cities presented. The rates proposed by the Contractor for both Option 1 and Option 2 for multi-family and commercial customers are also included for comparison in Figures 3 and 4.

**Figure 2a. Summary of 64-Gallon Residential Customer Rates as of 1/1/25 (Lowest to Highest)**

*The rates include a 64-gallon trash cart 1x/week, 64-gallon recycling cart 1x/week, and 64-gallon organics cart 1x/week and are inclusive of fees, when applicable.*

City	Monthly Rate	Footnote
Manhattan Beach	\$23.06	
Gardena	\$26.22	(1)
Inglewood	\$26.84	(1)
Carson	\$27.88	(1)
Redondo Beach	\$29.78	(1)
Hermosa Beach	\$31.53	
Hawthorne	\$31.71	
Lawndale	\$32.54	

(1) The cities' residential customers may select a 64-gallon or 95-gallon container for the same rate.



**Figure 2b. Summary of 95-Gallon Residential Customer Rates as of 1/1/25 (Lowest to Highest)**

*The rates include a 95-gallon trash cart 1x/week, 95-gallon recycling cart 1x/week, and 95-gallon organics cart 1x/week and are inclusive of fees, when applicable.*

City	Monthly Rate	Footnote
Gardena	\$26.22	(1)
Inglewood	\$26.84	(1)
Carson	\$27.88	(1)
Manhattan Beach	\$28.35	
Redondo Beach	\$29.78	(1)
Hawthorne	\$36.71	
Lawndale	\$37.70	
Hermosa Beach	\$40.89	

(1) The cities' residential customers may select a 64-gallon or 95-gallon container for the same rate.

**Figure 3. Summary of Multi-Family Rates as of 1/1/25 (Lowest to Highest)**

*The rates include a 3-yard trash bin 1x/week, 96-gallon recycling cart 1x/week, and 64-gallon organics cart 1x/week and are inclusive of fees, when applicable.*

City	Monthly Rate
Redondo Beach (1/1/25 rate)	\$240.39
Redondo Beach, 5 Units, Option 1 <b>(1)</b>	\$248.45
Lawndale	\$261.25
Manhattan Beach	\$278.68
Redondo Beach, 10 Units, Option 1 <b>(1)</b>	\$279.74
Hawthorne	\$299.43
Redondo Beach, 5 or 10 Units, Option 2 <b>(1)</b>	\$300.24
Gardena	\$327.46
Inglewood	\$338.54
Carson	\$360.93
Hermosa Beach	\$384.77

**(1)** Rate uses the July 1, 2025 rate, adjusted for the impact of the proposed option.



**Figure 4. Summary of Commercial Rates as of 1/1/25 (Lowest to Highest)**

The rates include a 3-yard trash bin 1x/week, 96-gallon recycling cart 1x/week, and 64-gallon organics cart 1x/week and are inclusive of fees, when applicable.

City	Monthly Rate
Lawndale	\$261.25
Manhattan Beach	\$278.68
Redondo Beach (1/1/25 rate)	\$286.87
Redondo Beach, Option 2 <b>(1)</b>	\$300.24
Gardena	\$327.46
Hawthorne	\$337.39
Inglewood	\$338.54
Redondo Beach, Option 1 <b>(1)</b>	\$340.77
Carson	\$360.93
Hermosa Beach	\$384.77

**(1)** Rate uses the July 1, 2025 rate, adjusted for the impact of the proposed option.

The City’s rates were adjusted on July 1, 2025. In the proposed amendment, multi-family and commercial rates would be further adjusted by one of the two rate adjustment options proposed by the Contractor. Residential rate structure is not proposed to change due to the amendment. Figure 5 presents a comparison of representative multi-family and commercial rates for January 1, 2025, for July 1, 2025 (current), and under the two proposed rate adjustment methodologies, Option 1 and Option 2.

**Figure 5. City of Redondo Beach Customer Rate Comparison**

	As of January 1, 2025	Current Rate, July 1, 2025	Proposed, Option 1: Bundle & 13.5% <sup>a</sup> Increase	Proposed, Option 2: Bundle & 5+ MF to Comm
Multi-Family- 5 Units	\$212.54	\$220.03	\$248.45	\$300.24
Multi-Family- 10 Units	\$240.39	\$248.73	\$279.74	\$300.24
Commercial	\$286.87	\$300.24	\$340.77	\$300.24
Scout Service <sup>b</sup>	Free	Free	\$35.00	\$35.00

<sup>a</sup> The 13.5% increase is applied to the base rate before unit fees

<sup>b</sup> A scout rate is being proposed per trash container.

A summary of service information results is included in Figure 6 below. HF&H found the services provided to the City are comparable to those offered to the cities for which we received survey data, with the exception of the inclusion of street sweeping in the City’s solid waste rates.



**Figure 6. Service Information Summary**

Row	Franchise Agreement Service Features	Yes	No	Redondo Beach
1	Does the agreement include street sweeping service?	25% (1)	75%	Yes
2	Does the agreement include City-Sponsored Events at no additional charge?	100%	0%	Yes
3	Does the agreement include paper shred event(s) at no additional charge?	100%	0%	Yes
4	Does the agreement include compost giveaway(s) at no additional charge?	75%	25%	Yes
5	Are city facilities serviced at no additional charge?	100%	0%	Yes
6	Does the agreement include free bulky item pick-ups for residential customers?	100%	0%	Yes
7	Does the hauler procure city's annual SB 1383 ROWP target on behalf of the city?	50%	50%	Yes

(1) Redondo Beach rates include street-sweeping services. The other city receiving street-sweeping service under the solid waste franchise agreement did not provide a response on whether solid waste rates include street-sweeping service.

Survey results also indicated:

- Fifty percent of survey respondents had residential billing performed by the hauler. The City’s residential billing is included on the county property tax roll.
- While all respondents had a certain number of free bulky-item pickups per year, the City and one other city’s franchise agreement provide unlimited bulky-item pickups annually at no additional charge.

Additional details gathered for the survey are included as Attachment C, City Survey Results.

## 7. FINANCIAL ANALYSIS

The Contractor has identified that certain costs that it asserts have increased at a rate greater than the annual rate adjustments. The Contractor’s provided costs provided and the proposed revenue changes, as well as HF&H’s analysis on comparing these costs to the proposed revenues, are described below.

The Contractor’s additional annual costs include:

- Disposal costs, which the Contractor explains are a result of cost increases due to industry changes and facility closures
- Operating costs due to operational changes required by the proposed shift to a three-stream source-separated program
- Capital costs for purchases required to service new containers under the proposed three-stream source-separated program



To offset their identified additional costs, the Contractor has proposed customer rate revenue increases from:

- Bundling the commercial and multi-family rates
- Implementing Option 1—increasing the rates to all commercial and multi-family customers by 13.5%—or Option 2—classifying multi-family customers with five units or more as commercial customers
- Adding a scout charge for customers whose bins are positioned by a small truck with forks before collection by the solid waste vehicle

The additional cost categories and proposed rate revenues increases are discussed individually below, followed by a summary comparison and analysis.

***Additional Costs Provided by the Contractor***

The additional annual costs identified by the Contractor are included in Figure 7 below.

**Figure 7. Additional Annual Costs Provided by the Contractor**

Operating Cost	\$ 517,054
Capital Cost	81,090
Disposal Cost (recycling, organics, and C&D)	452,675
Disposal Cost (landfill)	484,204
<b>Total Additional Annual Costs</b>	<b>\$ 1,535,023</b>

**Operating Cost**

The Contractor identified \$517,054 of additional operating costs that would be required to service the estimated 600 new containers to be deployed for recycling under the three-stream system. The costs include labor, fuel, truck and container maintenance, outreach and education, cart deployment, and general and administrative costs. HF&H performed a productivity analysis and determined the annual hours estimated to service the new containers were in line with data provided by the Contractor for their current operations. The other inputs used by the Contractor in calculating their identified additional operating costs are consistent with industry costs.

**Capital Cost**

The Contractor identified \$81,090 of additional capital costs that would be required to service the estimated 600 new containers to be deployed for recycling under the three-stream system. The costs include the purchase of 600 new containers and a new collection truck. The costs were appropriately amortized over the proposed 10-year extended term. The pricing used for the containers and collection truck are consistent with industry pricing estimates.

**Disposal Cost**

The Contractor has asserted that the rate per ton to recycle, process, and dispose of materials has increased for every material stream (trash, recyclables, and organics). HF&H requested that the Contractor provide explanations and details for the \$936,879 in identified additional

## Proposed Second Amendment Analysis

### Section 2. Analysis and Findings



disposal costs. The Contractor calculated \$452,675 relates to increased costs for recyclable, organic, and C&D materials. HF&H reviewed the rates per ton utilized in the calculations provided by the Contractor for these materials and determined they were reasonable based on industry trends. Substantiating the elements of the rates per ton, outside of the gate rate at the facilities used, would require a more detailed financial review, such as the City of Redondo Beach Compliance Audit of Athens Services dated January 17, 2018, described in Section 1, which was not under the scope of this study.

The majority of the disposal cost increase, or approximately \$484,204, is related to disposal costs for landfilling trash. In 2024, the SERRF facility closed, leaving no transformation facility options in Southern California and requiring a change in the facilities utilized by the Contractor. Additionally, regulations under Senate Bill (SB) 1383 have prompted the Contractor to propose: (1) a three-stream source-separated program to be implemented in the City for commercial and multi-family customers, and (2) the elimination of the Agreement requirement to process trash. As described in Section 2.3, the elimination of the requirements to process residential refuse carts and take a minimum amount of materials to SERRF impacts costs as:

1. Trash previously processed at a MRF and then transferred to a landfill would no longer have to be processed. Instead, these materials could be transferred to a landfill, eliminating the processing costs at the MRF.
2. The cost per ton to landfill material is less than the cost per ton of transformation at SERRF.

HF&H requested that the Contractor provide an analysis to specifically focus on the cost impact of being required to process tons and transform 13,000 tons under the Agreement (Old System) versus landfilling those tons (New System). The Contractor has asserted both their disposal and operating costs have increased subsequent to the closure of SERRF.

The Contractor provided a cost buildup of the rate-per-ton charge to transfer trash to a landfill without processing. This cost included components for transportation, transfer, disposal, overhead, and administration, which was higher than the rate per ton at SERRF. The analysis provided by the Contractor for the Old System does not reflect the Agreement requirement to transform 13,000 tons at SERRF after those tons had been processed to remove recyclables. During a meeting on October 7, 2025, the Contractor indicated an informal agreement was made with the City that would relieve the Contractor's obligation of processing the materials prior to transferring them to SERRF. The Contractor asserted the City allowed the Contractor to retain the related cost savings via verbal conversations. In an email dated October 17, 2025, Contractor staff explained:

"This arrangement was part of verbal conversations and agreements that did not include any formal documentation. Other operational changes also occurred at that time (to enhance the services provided to the city) that were part of the discussions. Along with Athens request to take residential black barrel contents directly to SERRF, the city also requested that Athens return to the previous arrangement (taking tons to Athens MRF first, then residue to SERRF) if Athens ever fell short of the diversion requirements or if the city ever requested the return for other reasons. While there were some inherent cost savings to Athens due to shorter



distances traveled for the residential black barrel trucks, there were also other cost increases for the requested enhanced services. In addition, for many years prior to the July 2019 Amendment, Athens was consistently losing money on the Redondo Beach contract. For this reason, Athens & the city negotiated Amendment #1 in July 1, 2019 in order to mitigate some of the financial losses, as well as to provide compliance to new laws & other requested services. While the change in residential routes going to SERRF provided decreases in operational costs, no rate decreases were done as Athens was already losing money on the contract and City staff did not request any rate decreases.”

HF&H prepared an analysis of the potential tipping fee cost savings from disposing of materials at a landfill versus utilizing SERRF. Figure 8 shows the calculation of the overall impact of the cost savings per ton using the 2023 actual tons taken to SERRF and the impact on the additional disposal costs identified by the Contractor.

**Figure 8. SERRF versus Landfill Gate Rate Impact**

Additional Disposal Costs per Contractor	\$936,879.00
SERRF versus Landfill:	
SERRF Cost per Ton (final posted rate)	\$105.00
Mid-Vally Cost per Ton (July 1, 2024)	<u>\$40.31</u>
Cost Variance per Ton	\$64.69
Actual 2023 Tons to SERRF	<u>10,952</u>
Tip Fee Savings from Disposal of SERRF Tons	<u>\$708,484.88</u>
<b>Additional Disposal Costs, Less Savings</b>	<b>\$228,394.12</b>

The Contractor states that these savings were not realized due to other costs such as transportation and indirect expenses; we were unable to validate this statement with the information provided.

***Proposed Rate Revenue Increases***

The rate revenue increases proposed by the Contractor are included in Figure 9 below.

**Figure 9. Rate Revenue Increases Proposed by the Contractor**

	<b>Option 1</b>	<b>Option 2</b>
Additional Rate Revenue, post-right-sizing	\$688,496	\$780,919
Bundling Rates, post-right-sizing	1,519,640	1,552,467
New Scout Service Charges	<u>795,060</u>	<u>795,060</u>
<b>Total Additional Revenues</b>	<b>\$3,003,196</b>	<b>\$3,128,446</b>

**Rate Revenue Increases Proposed Under Options 1 and 2 by the Contractor**

The Contractor has proposed two different approaches to increase rate revenues to offset the additional disposal, operating, and capital costs they have identified:

1. Option 1: a 13.5% increase for all commercial and multi-family customers



2. Option 2: classifying multi-family customers with five units or more as commercial customers

The Contractor determined that customers would adjust service levels, or right-size their container sizes, as a result of each option. The Contractor anticipates projected rate revenues under Option 1 and Option 2 to decrease by 5% and 10%, respectively, as customers lower their service levels. Actual rate revenue earned by adoption of Option 1 or Option 2 may be higher or lower than the Contractor's projection based on the customer's selection of service level (container size and/or frequency). HF&H validated the arithmetic used in the Contractor's calculations. Validation of the service levels utilized in the calculations and the anticipated changes to service is not under the scope of this study.

### Bundling Rates

The Contractor has proposed bundling services for multi-family and commercial customers. Residential customers currently receive bundled service. The default bundle includes one three-cubic-yard trash bin, one 96-gallon recycle cart, and one 64-gallon organics cart, each collected once per week. Bundling rates are proposed to occur under both Options 1 and 2 with varying rate revenue impact due to the impact of right-sizing, as described above. Additional rate revenues of \$1,519,640 and \$1,552,467 annually is projected by the Contractor under Option 1 and Option 2, respectively. The additional revenue is generated because customers will potentially pay for a container(s) they currently have at no additional charge, such as additional recycling containers, or the bundled rate exceeds their current service rate.

If customers desire alternative container sizes or collection frequency from the default bundle, the base rate cost of the service being replaced would be subtracted from the price of their requested service. The rate schedules provided by the Contractor during our analysis do not reflect the net rate for containers requested that are not included in the default bundle. The final rate schedule should be updated to reflect the customer rates for additional containers in excess of the default bundle and customer rates for services that vary from the default bundle.

Actual rate revenue from bundling rates may be higher or lower than the Contractor's projection based on the customer's selection of service level. HF&H validated the arithmetic used in the Contractor's calculations. Validation of the service levels utilized in the calculations and the anticipated changes to service is not under the scope of this study.

### New Scout Service Charge

Section 5.4.8 of the Agreement states "Contractor may not charge a fee for pushing or rolling Bins to point of Collection, or for the use of scout vehicles to position Bins for Collection." The rates for standard service were established by the Contractor with the understanding that scout service would be provided at no additional charge. As such, the cost implications were considered in establishing the standard service rates. Additionally, the cost of providing the scout service was included as part of the cost of service review in 2018 and was factored into the calculation of the subsequent rate adjustments approved by the City. The Contractor is now proposing to assess a monthly charge of \$35 per trash container for one time per week



service, and additional charges for more frequent collection. Figure 10 includes summary statistics of the scout service impact, as identified by the Contractor.

**Figure 10. Scout Service Summary Statistics**

	Multi-Family	Commercial	Total
Customers Impacted	847	128	975
Scout Serviced Containers	1,028	161	1,189
Annual Rate Revenue Generated	\$666,540	\$128,520	\$795,060

### Sample Customer Impacts

Figure 11 includes rates for sample service levels both at current rates and as proposed under Options 1 and 2.

**Figure 11. Customer Rates for Sample Service Levels Under Option 1 and Option 2, Inclusive of Fees**

	Current Rate, July 1, 2025	Proposed, Option 1: Bundle & 13.5% Increase	Proposed, Option 2: Bundle & 5+ MF to Comm
<b>Residential</b>			
Standard Bundle	\$30.77	\$30.77	\$30.77
<b>Multi-Family</b>			
5 Units, Standard Bundle	\$220.03	\$248.45	\$300.24
5 Units, Standard Bundle & Scout Service on All Containers	\$220.03	\$283.45	\$335.24
6 Units, Standard Bundle <sup>a</sup>	\$226.08	\$255.06	\$300.24
6 Units, Standard Bundle & Scout Service on All Containers <sup>a</sup>	\$226.08	\$290.06	\$335.24
6 Units, 2 CY Trash Instead of 3 CY Included in Bundle <sup>b</sup>	\$205.12	\$231.27	\$265.68
6 Units, 2 CY Trash Instead of 3 CY Included in Bundle & Scout Service <sup>b</sup>	\$205.12	\$266.27	\$300.68
<b>Commercial</b>			
Standard Bundle	\$300.24	\$340.77	\$300.24
Standard Bundle & Scout Service on All Containers	\$300.24	\$375.77	\$335.24

<sup>a</sup> Per Contractor, six units is the most common multi-family size.

<sup>b</sup> Per Contractor, 2 cubic yard trash service is the second most common bin size following 3 cubic yard (included in bundle)

### Cost Versus Revenue Comparison

The additional costs provided by the Contractor are less than the rate revenue increases proposed by the Contractor by \$1,468,173 and \$1,593,423 under Option 1 and Option 2, respectively. A summary calculation is included as Figure 12.

**Figure 12. Calculation of Additional Rate Revenues in Excess of Additional Costs**

	Option 1	Option 2
Total Additional Annual Costs Provided by Contractor	\$1,535,023	\$1,535,023
Total Additional Revenues Provided by Contractor	3,003,196	3,128,446
Total Annual Additional Rate Revenues in Excess of Additional Costs	\$1,468,173	\$1,593,423

The fiscal year 2025-26 net rate revenue, excluding City fees, projected by the Contractor is \$15,283,491. Based on the Contractor-provided data, an increase to rate revenues of 10% would compensate the Contractor for the additional costs of \$1,535,023 identified by the Contractor. The rate revenue increases resulting from the Contractor’s proposal (under both Options 1 and 2) would create a 20% increase to rate revenues and produce a rate revenue of 10% in excess of provided costs. Figure 13 presents these calculations.



**Figure 13. Rate Revenue Increase Calculations**

	Option 1	Option 2
Total Additional Annual Costs Provided by Contractor (1)	\$1,535,023	\$1,535,023
Total 2025/26 Net Rate Revenue, excluding City Fees, projected by Contractor	\$ 15,283,491	\$ 15,283,491
Total Additional Annual Cost as a % of Total Projected Net Rate Revenue (2)	10%	10%
Total Additional Revenues Provided by Contractor	3,003,196	3,128,446
Total 2025/26 Net Rate Revenue, excluding City Fees, projected by Contractor	\$ 15,283,491	\$ 15,283,491
Total Proposed Rate Revenue Increases as a % of Projected Net Rate Revenue	20%	20%
Rate Revenue Proposed In Excess of Costs	10%	10%

(1) This includes the additional operating, capital, and disposal costs identified by Contractor. Other additional costs not specifically provided by the Contractor are not included in the analysis.

(2) Total Additional Annual Cost as a % of Total Projected Net Rate Revenue would be reduced to 5% if the tipping fee savings calculated in Figure 8 estimated at \$708,484.88 are included.

During a meeting with City staff, the Contractor, and HF&H on October 7, 2025, the Contractor confirmed there are rate revenues being proposed that are in excess of the costs provided as part of this study. The Contractor indicated there are increased costs that were not provided relating to implementing the three-stream program that were considered in the Contractor's proposed revenue increases. The Contractor additionally stated in a written response provided on October 17, 2025:

"While there is projected revenue more than the costs, that projected revenue could easily fall short of covering cost if the impact of customer right-sizing is higher than anticipated.

Additionally, the introduction of a scout fee incentives only customers that need the service to subscribe to it, as there is no rate for the service currently. The fee is necessary to cover the cost of the service and by separating it from the monthly rate, the cost applies only to customers that utilize the service. As it is an auxiliary function of the collection service, there is no guarantee for this for this revenue, customers can opt in or out as they choose."

In recent years, the Contractor has received significant rate increases in other cities it serves, as demonstrated by a survey of customer rates in 20 cities. For example, between 2021 and 2025, the median rate for a residential 95-gallon cart serviced once per week in those 20 cities increased by 31%, from a median rate of \$33.62 per month in 2021 to \$44.00 per month in 2025. During the same time frame, the median rate in those 20 cities for a commercial three-cubic-yard trash bin serviced once per week increased by 69%, from a median rate of \$175.05 in 2021 to \$296.67 in 2025. The higher increase in the commercial rate may be due to the bundling of services that has occurred since 2021. Results for surveys that included 64 and 62 cities for residential and commercial customer rates, respectively, showed the median rates for both customer groups increased by 36% from 2021 to 2025. This compares to the total Consumer Price Index adjustments for All Urban Consumers, Los Angeles-Long Beach-Anaheim region of 18% over that same period. Figure 14 summarizes the percentage increases in customer rates between 2021 and 2025 for residential 65-gallon cart service and commercial 3 cubic yard trash serviced once per week within Los Angeles County, Los Angeles County cities serviced by Athens, and the City of Redondo Beach (using July 1, 2021 and 2025 rates), based on survey data. For the services presented, the City's rates fall below the median rates.



**Figure 14. Residential and Commercial Median Rate Increases Between 2021 and 2025**

	Residential- 65 Gallon Cart			Commercial- 3 CY Trash Bin 1x Week		
	2021 Rate	2025 Rate	% Change	2021 Rate	2025 Rate	% Change
LA County	\$27.64	\$37.49	36%	\$175.22	\$237.84	36%
LA County, Athens Customers (1) (2)	\$33.62	\$44.00	31%	\$175.05	\$296.67	69%
Redondo Beach	\$20.62	\$28.54	38%	\$148.63	\$231.54	56%

(1) The Residential- 65 Gallon Cart median rate was calculated using the rates for the cities of Azusa, Bell Gardens, Cerritos, Covina, Glendora, Hermosa Beach, Irwindale, Lomita, Monrovia, Montebello, Norwalk, Palos Verdes Estates, Paramount, Redondo Beach, San Gabriel, San Marino, Sierra Madre, South Pasadena, Temple City, and West Hollywood.

(2) The Commercial- 3 Cubic Yard Trash Bin 1x week median rate was calculated using the rates for the cities of Azusa, Beverly Hills, Cerritos, Covina, Downey, Glendora, Hermosa Beach, Irwindale, Lomita, Monrovia, Norwalk, Paramount, Redondo Beach, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, and West Hollywood.

A separate study would be required to validate additional costs not provided under this study, for which the Contractor is proposing additional rate revenues.



# ATTACHMENT A

## Diversion Analysis



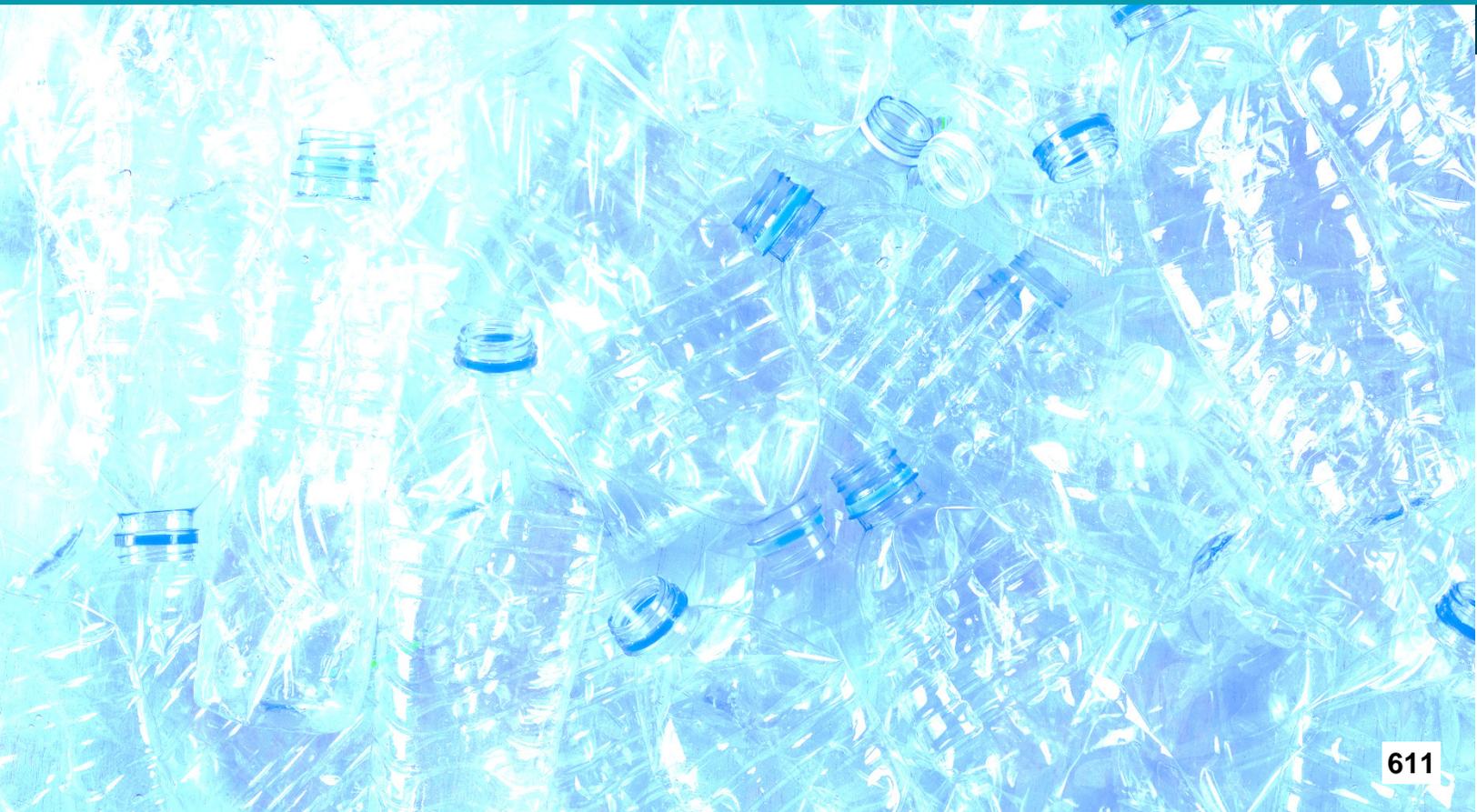
Compound Impact of First Amendment Rate Adjustment Methodology

Effective Date	Residential					Commercial				
	Annual 1%	Compound Impact	5 Year Special Adj	Compound Impact	Total	Annual 1%	Compound Impact	5 Year Special Adj	Compound Impact	Total
July 1, 2019	1.00%	1.00%	7.00%	7.00%	8.00%	1.00%	1.00%	14.00%	14.00%	15.00%
July 1, 2020	1.00%	1.01%	7.00%	7.49%	8.50%	1.00%	1.01%	14.00%	15.96%	16.97%
July 1, 2021	1.00%	1.02%	7.00%	8.01%	9.03%	1.00%	1.02%	14.00%	18.19%	19.21%
July 1, 2022	1.00%	1.03%	7.00%	8.58%	9.61%	1.00%	1.03%	14.00%	20.74%	21.77%
July 1, 2023	1.00%	1.04%	7.00%	9.18%	10.22%	1.00%	1.04%	14.00%	23.65%	24.69%
July 1, 2024	1.00%	1.05%	N/A	N/A	1.05%	1.00%	1.05%	N/A	N/A	1.05%
July 1, 2025	1.00%	1.06%	N/A	N/A	1.06%	1.00%	1.06%	N/A	N/A	1.06%
<b>Total</b>	<b>7.00%</b>	<b>7.21%</b>	<b>35.00%</b>	<b>40.26%</b>	<b>47.47%</b>	<b>7.00%</b>	<b>7.21%</b>	<b>70.00%</b>	<b>92.54%</b>	<b>99.75%</b>



# ATTACHMENT B

**Athens Proposed Amendment:  
Matrix Comparing Proposed Terms to  
Franchise Agreement**



Diversion Analysis

2022

Diversion Reported to City by Contractor	A	75.01%
Less: Transformation Diversion Credit Reported	B	23.98%
Diversion Adjusted for Closure of SERRF		51.03%
Less: Diversion from Processing Residential Refuse	C	0.47%
Diversion Without Transformation and Processing Residential Refuse		50.56%

*Diversion Reported:*

Total Tons Recycled		39,330.82
Total Tons Collected		52,433.72
	A	75.01%

*Transformation Diversion Credit:*

Total Tons Transformed		12,571.00
Total Tons Collected		52,433.72
Transformation as a % of Tons Collected	B	24%

*Diversion from Processing Residential Rubbish:*

Total Tons Residential Refuse Recycled		11,607.00
Total Tons Residential Refuse Transformed		11,359.41
Total Tons Recycled from Residential Refuse w/out Transformation		247.59
Total Tons Collected		52,433.72
Transformation as a % of Tons Collected	C	0.47%



# ATTACHMENT C

## Comparable City Survey Results



**Table 1. City of Redondo Beach Rate Comparison**

The table below presents the rates for the City of Redondo Beach as of January 1, 2025 (as presented in summaries throughout our analysis), the current rate, and the proposed rates.

	As of January 1, 2025	Current Rate, July 1, 2025	Proposed, Option 1: Bundle & 13.5%	Proposed, Option 2: Bundle & 5+ MF to
Residential <sup>a</sup>	\$29.78	\$30.77	\$30.77	\$30.77
Multi-Family- Five Units <sup>b</sup>	\$212.54	\$220.03	\$248.45	\$300.24
Multi-Family- Ten Units <sup>b</sup>	\$240.39	\$248.73	\$279.74	\$300.24
Commercial <sup>b</sup>	\$286.87	\$300.24	\$340.77	\$300.24
Scout Service <sup>c</sup>	Free	Free	\$35.00	\$35.00

<sup>a</sup> The rates include a 64-gallon trash cart 1x/week, 64-gallon recycling cart 1x/week, and 64-gallon organics cart 1x/week and are inclusive of fees.

<sup>b</sup> The rates include a 3-yard trash bin 1x/week, 96-gallon recycling cart 1x/week, and 64-gallon organics cart 1x/week and are inclusive of fees.

<sup>c</sup> A scout rate is being proposed per container. All customers will have a 3 container system, so the highest scout service charge per month is \$105, plus fees.

**Tables 2-4 include summaries of the residential, multi-family, and commercial rates as of January 1, 2025.**

**For more detail, see Table 9, Summary of Residential, Multi-Family, and Commercial Rates as of January 1, 2025.**

**Table 2a. Summary of 64-Gallon Residential Rates as of 1/1/25  
(Lowest to Highest)**

*The rates include a 64-gallon trash cart 1x/week, 64-g recycling cart 1x/week, and 64-gallon organics cart 1x/week and are inclusive of fees, when applicable.*

City	Monthly Rate	Footnote
Manhattan Beach	\$23.06	
Gardena	\$26.22	(1)
Inglewood	\$26.84	(1)
Carson	\$27.88	(1)
Redondo Beach	\$29.78	(1)
Hermosa Beach	\$31.53	
Hawthorne	\$31.71	
Lawndale	\$32.54	

(1) The cities' residential customers may select a 64-gallon or 95-gallon container for the same rate.

**Table 2b. Summary of 95-Gallon Residential Rates as of 1/1/25  
(Lowest to Highest)**

*The rates include a 95-gallon trash cart 1x/week, 95-g recycling cart 1x/week, and 95-gallon organics cart 1x/week and are inclusive of fees, when applicable.*

City	Monthly Rate	Footnote
Gardena	\$26.22	(1)
Inglewood	\$26.84	(1)
Carson	\$27.88	(1)
Manhattan Beach	\$28.35	
Redondo Beach	\$29.78	(1)
Hawthorne	\$36.71	
Lawndale	\$37.70	
Hermosa Beach	\$40.89	

(1) The cities' residential customers may select a 64-gallon or 95-gallon container for the same rate.

**Table 3. Summary of Multi-Family Rates as of 1/1/25  
(Lowest to Highest)**

*The rates include a 3-yard trash bin 1x/week, 96-gallon recycling cart 1x/week, and 64-gallon organics cart 1x/week and are inclusive of fees, when applicable.*

City	Monthly Rate	Rate Basis	Footnote
Redondo Beach	\$240.39	Service Level and Number of Units	(1), (2)
Lawndale	\$261.25	Service Level	
Manhattan Beach	\$278.68	Service Level	(3)
Hawthorne	\$299.43	Service Level	
Gardena	\$327.46	Service Level	(4)
Inglewood	\$338.54	Service Level	
Carson	\$360.93	Service Level	
Hermosa Beach	\$384.77	Service Level	

(1) The recycling service charge is based on number of units. The monthly rate reflects the rate for a customer with 10 units.

(2) The multi-family bin rate includes a per unit recycling service charge.

(3) Multi-family cart customers (2-9 unit dwellings) are charged a flat standard service rate per dwelling unit. Buildings with more than 9 units or who prefer a commercial bin will be charged the commercial bin rates.

(4) Multi-family cart customers (2-4 unit dwellings) are charged a flat standard service rate per dwelling unit. Buildings with more than 4 units or who prefer a commercial bin will be charged the commercial bin rates. The monthly rate included is for customers with 5 or

**Table 4. Summary of Commercial Rates as of 1/1/25  
(Lowest to Highest)**

*The rates include a 3-yard trash bin 1x/week, 96-gallon recycling cart 1x/week, and 64-gallon organics cart 1x/week and are inclusive of fees, when applicable.*

City	Monthly Rate
Lawndale	\$261.25
Manhattan Beach	\$278.68
Redondo Beach	\$286.87
Gardena	\$327.46
Hawthorne	\$337.39
Inglewood	\$338.54
Carson	\$360.93
Hermosa Beach	\$384.77

**Table 5. Service Information Summary**

Table presents the summary of findings for the 8 cities surveyed, including the City of Redondo Beach, that provided data, unless otherwise noted.

Row	Franchise Agreement Service Features	Yes	No	Redondo Beach
1	Does the agreement include street sweeping service?	25% (1)	75%	Yes
2	Does the agreement include City-Sponsored Events at no additional charge?	100%	0%	Yes
3	Does the agreement include paper shred event(s) at no additional charge?	100%	0%	Yes
4	Does the agreement include compost giveaway(s) at no additional charge?	75%	25%	Yes
5	Are city facilities serviced at no additional charge?	100%	0%	Yes
6	Does the agreement include free bulky item pick-ups for residential customers?	100%	0%	Yes
7	Does the hauler procure city's annual SB 1383 ROWP target on behalf of the city?	50% (2)	50% (3)	Yes

(1) Redondo Beach rates include street sweeping services. The other city receiving street sweeping service under the solid waste franchise agreement did not provide a response on whether solid waste rates include street sweeping service.

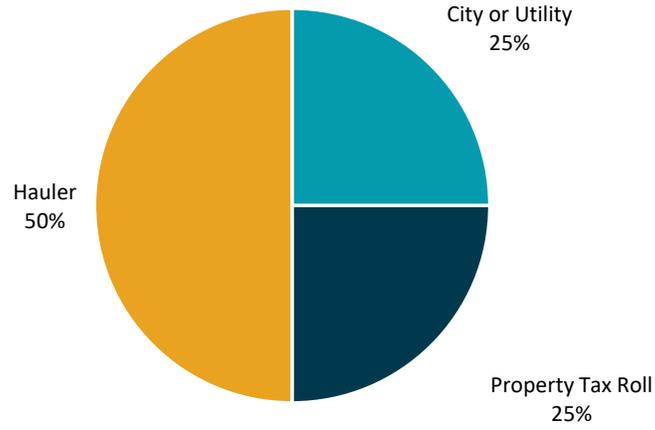
(2) Four cities require hauler(s) to procure annual SB 1383 ROWP targets with commitment varying from procuring 25% - 100% of city's annual target.

(3) Two of these cities' haulers host compost giveaway event(s) which count towards city's annual SB 1383 ROWP target.

City Survey Results

**Table 6. Party Performing Residential Billing**

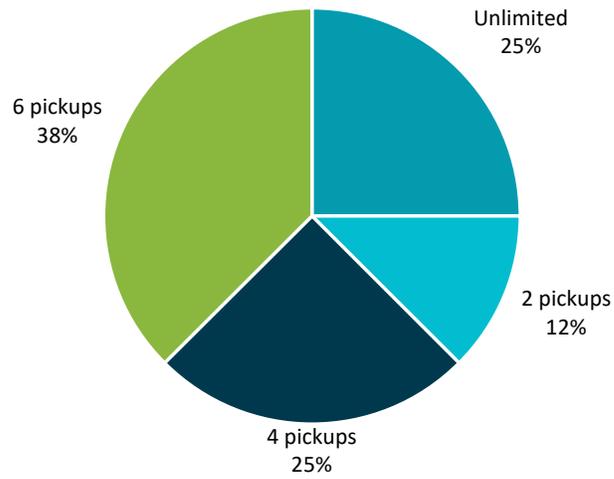
Table presents the summary of findings for the 8 cities surveyed that provided data, including the City of Redondo Beach.



City Survey Results

**Table 7. Number of Annual Residential Bulky Item Pickups**

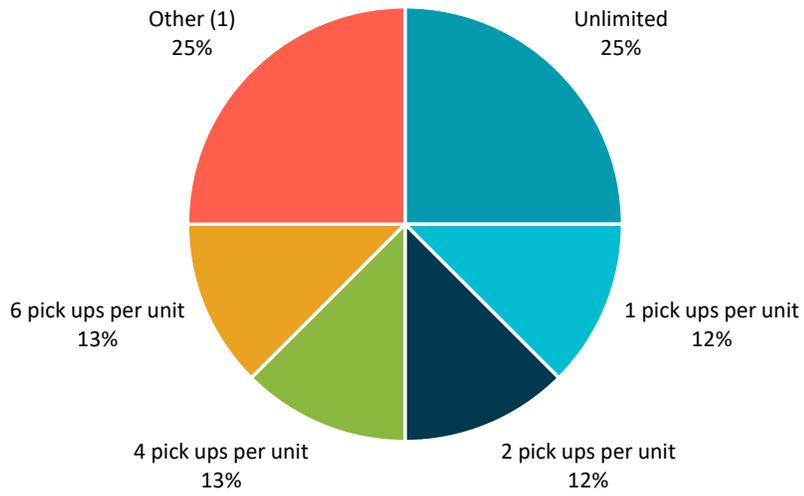
Table presents the summary of findings for the 8 cities surveyed that provided data, including the City of Redondo Beach.



City Survey Results

**Table 8. Number of Annual Multi-Family Bulky Item Pickups**

Table presents the summary of findings for the 8 cities surveyed that provided data, including the City of Redondo Beach.



(1) Other category reflects 20 total bulky item pickups per multi-family complex (Hawthorne) or the number of total bulky item pickups is equal to the number of units (Carson).

City Survey Results

**Table 9: Summary of Residential, Multi-Family, and Commercial Rates as of 1/1/25**

City	Residential Monthly Rate for 64-gallon service <sup>a</sup>	Multi-Family Monthly Rate <sup>a,b</sup>	Commercial Monthly Rate <sup>a,b</sup>	Commercial Bundled (Y/N)
Carson	\$27.88 (5)(10)	Bin service (5+ units) - \$360.93 (same as commercial)	\$360.93 (same as multi-family)	N
Gardena	\$26.22 (2)(3)(5)	Bin Service (5+ units) - \$327.46 (2)(11) (same as commercial)	\$327.46 (2)(11) (same as multi-family with 5+ units)	N
Hawthorne	\$31.71	\$299.43 (11)(15)	\$337.39 (15)	N
Hermosa Beach	\$31.53 (2)(12)	Bin service (5+ units) - \$384.77 (7)(12) (same as commercial)	\$384.77 (7)(12) (same as multi-family)	N
Inglewood	\$26.84 (2)(3)(5)(10)	Bin service (5+ units) - \$338.54 (2)(11)(16) (same as commercial)	\$338.54 (2)(11)(16) (same as multi-family)	N
Lawndale	\$32.54 (6)(7)(13)	Bin service (5+ units) - \$261.25 (2)(3)(4)(11)(12) (same as commercial)	\$261.25 (2)(3)(4)(11)(12) (same as multi-family)	Y (bundles trash, recycling, and organics)
Manhattan Beach	\$23.06 (2)(3)(9)(11)(12)	Bin service or 10+ units - 278.68 (7)(12)(14) (same as commercial)	\$278.68 (7)(12)(14) (same as multi-family)	N
Redondo Beach	\$29.78 (1)(5)	Bin service - \$240.39 (2)(8)	\$286.87 (2)(4)(7)(11)	N

<sup>a</sup> Rates are inclusive of fees, when applicable.

<sup>b</sup> Rates are calculated using a standard service of 3-yard/1x week trash bin, 96-g/1x week recycling cart, and 64-g/1x week organics cart, unless otherwise noted.

- (1) Customers can receive unlimited trash, recycling, and organics services.
- (2) Customers can receive unlimited recycling services.
- (3) Customers can receive unlimited organics services.
- (4) Customers can receive mixed waste processing and source-separated recycling containers per request at no additional charge.
- (5) Customers can choose any hauler-provided cart size option for trash, recycling, and organics services at the same flat rate.
- (6) Customers can choose any hauler-provided cart size option for the recycling service at the same flat rate.
- (7) Customers can choose any hauler-provided cart size option for the organics service at the same flat rate.
- (8) The multi-family bin rate includes a recycling service charge based on number of units. The monthly rate reflects the rate for a customer with 10 units.
- (9) The agreement does not include a default residential trash cart size. The residential total rate includes the 65-gallon trash rate.
- (10) Residential standard service cart size is 95-gallon/1x for trash, recycling, and organics services.
- (11) Customers receive recycling service at no additional charge.
- (12) Customers receive organics service at no additional charge.
- (13) Customers receive their first additional recycling cart at no additional charge.
- (14) Customers with 10+ units or who prefer a commercial bin will be charged the size and quantity of the commercial trash bins, and organic waste at no additional charge.
- (15) Multi-family and commercial recycling rates provided by Republic Services via email on August 13, 2025.
- (16) The organics cart size is 95-gallon/1x.

## Athens Services – Proposed Second Amendment Terms

This document lists the terms of the proposed second amendment provided by Athens Services in order of the draft amendment shared with staff. The list is not in order of importance or magnitude of change to existing Agreement. The proposed revisions to the Agreement are listed below with a summary of programmatic/operational adjustments:

1. **Amendment Definitions:** Revised SB1383 language
2. **References to “Green Waste”:** Revised SB1383 language
3. **Roll-Off; Scope of Franchise:** Inclusion of exclusive roll-off and temporary bin services in franchise agreement following five-year notice period. Inclusion of cost recovery City fees (13.4%) for program implementation.
4. **Services to the South Bay Galleria:** Inclusion of “South Bay Galleria” property in franchise agreement. This is currently a “carve-out” in the contract due to the unique operational demands of the mall facility.
5. **Current Classifications: “Bundled Service”:**
  - Continue Bundled Service for residential customers (one 96-gallon cart for each stream refuse, recycling, and organics) or one 64-gallon organics cart for commercial service
  - Introduce Bundled Service to multi-family/commercial customers. Customers receiving bin service will receive 3-yard refuse bin, 96-gallon recycling bin, and one 64G/ two 35G organics carts as default.

**Changes in Classification:** Contractor shall determine the appropriate service type and container size, type and frequency, and quantity for each customer, subject to reasonable disapproval of City. Currently customers select their own.
6. **Overweight and Overflow Containers:** If the customer places more in container than fits or is in excess of weigh capacity the Contractor may charge fee and adjust service. Removal of the notification process prior to assessment of fees/adjustment of service. Occurs when customer overfills, often at locations where owners “under-select” the size of bin needed.
7. **Roll-Off Box Service:** (as above)
8. **Temporary Bin Service:** (as above)
9. **Scout Service Rates:** Introduction of scout fees for pushing or rolling bins to point of collection currently proposed at \$35 per month for one bin per week (trash only).
10. **Elimination of Residential Two-Cart Pilot Collection Program:** (Pilot concluded and eliminated.)
11. **Mandatory Recyclables Collection for Residential Bin and Commercial Customers:** Currently, recycling service is bundled with refuse and organics in the Bundled Service. No change for residential customers. Proposed that multi-family units and commercial customers billed directly by hauler will receive 96G recycling cart in the Bundled Service – additional service will be charged at the rate outlined in the Rate Sheet.
12. **Diversion Requirement:** Diversion requirement will be eliminated and replaced with “implementation of programs designed to achieve diversion”. This meets state law requirement, but removes a numerical diversion target.

13. **Organic Waste Collection for Residential Bin and Commercial Customers:** Organic waste collection will be included in the Bundled Service. No change for residential customers. Proposed that multi-family units and commercial customers billed directly by hauler will receive one 64G recycling cart or two 35G carts in the Bundled Service – additional service will be charged at the rate outlined in the Rate Sheet.
14. **SB 1383 Program:** Replace Appendix I with new Appendix I.
  - Eliminate two-stream service, where still in operation, and replace with three-stream service (trash, recycling and organics).
  - Changing Organic Contamination Fee to contamination fee for any commodity and customer may be charged for each contaminated container.
  - Adjustments to contamination fee processes.
  - In current Agreement, Athens is required to process all trash to recover recyclables prior to landfilling. The Contractor is required to divert a minimum of 8.5% of solid waste collected from residential refuse carts. Given changes in recycling practices, Athens advises achieving this additional level of diversion is no longer practical and proposes eliminating and directly transporting all trash to landfill.
15. **Approved Facilities:** Removal of named approved receiving facilities and proposes Contractor shall transport all solid waste that is collected in the City to a lawfully permitted Transfer Station, MRF, processing Facility, or Disposal Facility.
16. **Capacity Guarantee:** Removal of guaranteed tonnage levels at named facility and replaced with Contractor shall guarantee capacity at Contractor-selected facilities for all refuse, recyclable materials, and organic waste collected by Contractor during the term of this Agreement.
17. **Liquidated Damages (Diversion):** Adjustments to Liquidated Damages (LD) for diversion to account for revised diversion requirements. LD for failure to submit and/or implement a corrective action plan.
18. **Faithful Performance Letter of Credit (LOC):** Removal of LOC from the Agreement.
19. **Customer Billing:** Multi-family units (5+units) will be considered commercial and billed in accordance with Section 12.1.3.1 (Commercial rate structure). Other revised language related to customer billing.
20. **Events of Default:** Revised language.
21. **Other Failures to Perform:** Revised language.
22. **Events of Default (Diversion):** Revised language due to changes to diversion requirements.
23. **Term of the Agreement:** Proposes term for second amendment to expire June 30, 2035 (7-year extension over current term) with option for City to grant two five-year extensions.
24. **General Indemnification:** Revised language
25. **Hazardous Substances Indemnification:** Revised language
26. **Exception:** New section
27. **Approved Rate Schedule:** Appendix E will be replaced in its entirety with a new rate schedule for multi-family units and commercial customers billed directly by the Contractor.



# Administrative Report

---

N.3., File # 26-0098

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF AN AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES WITH GRIFFIN STRUCTURES, INC. TO SERVE AS THE CITY'S OWNER'S REPRESENTATIVE AND PROGRAM MANAGER THROUGHOUT PHASE 1 OF THE PROGRESSIVE DESIGN BUILD PROCESS ASSOCIATED WITH MEASURE FP IMPLEMENTATION FOR A COST OF \$877,000, AND A NEW NOT TO EXCEED CONTRACT TOTAL AMOUNT OF \$1,027,000, FOR THE TERM JANUARY 20, 2026 TO SEPTEMBER 30, 2027

APPROVE A REQUEST FOR QUALIFICATIONS/PROPOSALS FOR PROGRESSIVE DESIGN BUILD SERVICES TO RECONSTRUCT FIRE STATIONS 1 AND 2

APPROVE A REQUEST FOR QUALIFICATIONS/PROPOSALS FOR PROGRESSIVE DESIGN BUILD SERVICES TO REBUILD THE POLICE DEPARTMENT HEADQUARTERS AND RENOVATE THE POLICE ANNEX FACILITY

## **EXECUTIVE SUMMARY**

On December 2, 2025, staff presented the City Council with an overview of the completed Strategic Planning Phase for implementation of Measure FP, the \$93,350,000 general obligation bond measure approved by Redondo Beach voters on November 5, 2024 to replace and rehabilitate the City's Police and Fire facilities. Based on the research, analysis and initial design concepts contemplated during the Strategic Planning Phase, Council directed staff to utilize the progressive design build (PDB) process and further refine the associated documents needed to advance Measure FP.

Council first approved an Agreement for Project Services with Griffin Structures, Inc. (Griffin) on July 15, 2025 to serve as the City's owner's representative and program manager for the Strategic Planning Phase of the Measure FP (Project) implementation. Given the next phase of Project implementation requires a coordinated framework across multiple facilities and stakeholders, a range of technical expertise and disciplines, and extensive procurement support, staff recommends the Council approve an amendment to the Agreement with Griffin that will enable the City to continue to utilize their services to complete Phase 1 of the PDB process.

Additionally, in response to Council's feedback and input at the end of last year, staff has worked with Griffin on refining its scope of work for the next phase, sought outside legal counsel input on the most updated version of the Progressive Design-Build Agreement, and General Conditions of Contract

between Owner and Design-Builder, and expanded and added greater rigor to the draft Request for Qualifications/Proposals (RFQ/Ps) for PDB services.

### **BACKGROUND**

The next step in the process is soliciting PDB firms with expertise in building public safety facilities. As previously discussed with Council, Phase 1 is where foundational decisions are made regarding design, cost, schedule, operational continuity, and risk management.

The initial Agreement with Griffin only authorized funding to complete strategic planning, and did not cover subsequent phases. Approval of the proposed amendment would provide funding for Griffin to serve as the City's Owner's Representative and Program Manager through Phase 1 of the PDB process, and as such, Griffin would continue to function as the City's advocate and strategic partner, ensuring decisions are informed and validated, and consistent with the City's long-term objectives. Once a PDB firm, or firms, is selected by the City, that firm and the City, with Griffin's expertise, will work together on defining project scope, refining preliminary designs, establishing budgets, identifying risks, and developing a Guaranteed Maximum Price (GMP) proposal for the subsequent construction phase.

According to the project schedule developed in the Strategic Planning Phase, preconstruction and design development are expected to run through June 2027, and the proposed amendment to the Agreement with Griffin would fund their efforts through the end of Phase 1. The amendment would add an additional \$877,000 to the contract, increasing the total not to exceed amount to \$1,027,000, and extend the term through September 30, 2027.

Based on feedback received from Council on December 2, 2025, staff revised the RFQ/Ps for PDB Services to include more detailed evaluation criteria, performance standards, technical specifications, and response/selection procedures. The RFQ/Ps also contain expanded insurance requirements, formalize integrated delivery considerations for potentially awarding both Fire and Police projects to one team, and better tie in the terms and conditions of the proposed PDB Agreement. The changes are intended to provide greater transparency, enhance risk management, and promote operational continuity planning while maintaining the same phased approach and GMP development process.

Staff recommends the Council approve the release of the revised RFQ/P documents, which would take place on January 29, with responses due by March 15, 2026. The release of the RFQ/Ps would also include the draft Progressive Design-Build Agreement and General Conditions of Contract Between Owner and Design-Builder, as well as the Owner's Project Criteria and Scope of Services for both the Fire and Police portions of the Project.

The Progressive Design-Build Agreement and General Conditions of Contract were based in large part on the Design-Build Institute of America (DBIA) Contract Documents No. 355 and 544, along with modifications and adaptations utilized by the cities of Burbank and Fresno, and the Orange County Mosquito and Vector Control District, based on their recent PDB experiences. The final City versions were reviewed by legal counsel from Richards, Watson & Gershon who ensured that the major components of PDB procurement under California Public Contract Code were included.

The updated PDB Agreement further strengthens alignment with the City's priorities by clarifying phased services, ensuring open-book pricing, and enabling realistic GMP development for Phase 2.

Under the terms of the contract documents, ownership of all Work Product is assigned to the City, while enhanced insurance and bonding requirements mitigate financial and operational risks.

Furthermore, structured processes for design review, reliable design decisions, and trend logs as part of all the revised documents provide improved transparency and cost predictability, while robust schedule controls and liquidated damages provisions support timely delivery. It is staff's belief that these refinements collectively provide greater flexibility, legal protection, and assurance of quality and budget control for moving the Project forward.

At this time, staff is requesting Council approve the first amendment to the Agreement with Griffin to provide owner's representative and program management services through Phase 1 of Measure FP Implementation. Council approval of the revised drafts of the RFQ/Ps for Progressive Design-Build Services for the City's Bond Measure FP Project to Reconstruct Fire Stations 1 & 2 and the RFQ/P for Progressive Design-Build (PDB) Services for the City's Bond Measure (FP) Project to Rebuild the Police Department Headquarters and Renovate the Police Annex Facility is also required to initiate the first steps of Phase 1.

### **COORDINATION**

This item was coordinated by the City Manager's Office with the City Treasurer's Office and the Community Development, Financial Services, Fire, Police, and Public Works Departments.

The City Attorney's Office prepared the proposed amendment to the Agreement with Griffin. Additionally, outside legal counsel from Richards, Watson & Gershon reviewed and provided input on the revised Progressive Design-Build Agreement and General Conditions of Contract.

### **FISCAL IMPACT**

As part of the FY 2025-26 Budget adoption process, Council approved \$422,800 in "Measure FP upfront spending" prior to bond issuance, and Council also approved a Reimbursement Resolution on March 18, 2025, which will allow the City to reimburse eligible project expenses incurred prior to the City's bond issuance through future bond proceeds.

Funds necessary to bridge project management work between now and bond issuance will be evaluated as part of the FY 2025-26 mid-year Budget review process and the FY 2026-27 Budget adoption process. All future agreements required to implement Measure FP will be presented to City Council for consideration.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- First Amendment to the Project Services Agreement with Griffin Structures
- Revised Draft RFQ/P for Progressive Design-Build (PDB) Services for the City's Bond Measure (FP) Project to Reconstruct Fire Stations 1 & 2
- Revised Draft RFQ/P for Progressive Design-Build (PDB) Services for the City's Bond Measure (FP) Project to Rebuild the Police Department Headquarters and Renovate the Police Annex Facility
- Draft Progressive Design-Build Agreement and General Conditions of Contact Between Owner

and Design-Builder

- Exhibit A: Owner's Project Criteria for Measure FP Project - Fire Stations 1 & 2
- Exhibit A: Owner's Project Criteria for Measure FP Project - Police HQ & Annex
- Exhibit B: Scope of Services for Measure FP Project - Fire Stations 1 & 2
- Exhibit B: Scope of Services for Measure FP Project - Police HQ & Annex

**FIRST AMENDMENT TO THE PROJECT SERVICES AGREEMENT  
BETWEEN THE CITY OF  
REDONDO BEACH AND GRIFFIN STRUCTURES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Griffin Structures, Inc., a California Corporation ("Consultant" or "Contractor").

WHEREAS, on July 15, 2025, the parties hereto originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to add services and to increase compensation.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendment to the Agreement:

- A. **Scope of Services**: Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1" to add the services to enable the Contractor to serve as the City's Owner Advisor throughout Phase 1 of the Progressive Design Build process and provide the leadership and oversight necessary to safeguard the City's interests, maintain program alignment, and support the development of a transparent and defensible Guaranteed Maximum Price.
- B. **Term**. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1" to extend the term of the Agreement through September 30, 2027, unless terminated as provided in the Agreement. Exhibit "B-1" is attached hereto and incorporated herein by this reference.
- C. **Compensation**. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" incorporating an additional amount of \$877,000 for a total not to exceed total amount of \$1,027,000. Exhibit "C-1" is attached hereto and incorporated herein by this reference.
- D. **No Other Amendments**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 20th day of January, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

GRIFFIN STRUCTURES, INC.,  
a Michigan limited liability company

\_\_\_\_\_  
James A. Light, Mayor

DocuSigned by:  
*Dustin Alamo*  
2C55E82585494C4  
By: \_\_\_\_\_  
Name: Dustin Alamo  
Title: Vice President  
1/15/2026 | 4:52 PM PST

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

**EXHIBIT “A-1”  
Pursuant to First Amendment**

Griffin Structures Inc. shall continue to serve as the City’s Owner Advisor throughout Phase 1 of the Progressive Design Build process. Griffin Structures’ responsibility is to provide the leadership and oversight necessary to safeguard the City’s interests, maintain program alignment, and support the development of a transparent and defensible Guaranteed Maximum Price. Phase 1 is where foundational decisions are made regarding design, cost, schedule, operational continuity and risk management. Griffin Structures functions as the City’s advocate and strategic partner, ensuring these decisions are informed, validated, and consistent with the City’s long-term objectives.

While the initial Strategic Planning Phase and associated project initiation efforts are complete, Phase 1 services shall now focus on PDB procurement, program validation, design management, temporary operations planning and procurement, cost alignment, risk control, and GMP development.

**PHASE 1 - SCOPE OF WORK**

**Task 1: Project Governance, Communications and Program Leadership**

Phase 1 requires a coordinated framework across two public safety projects, multiple user groups, and a range of technical disciplines. Griffin Structures provides this framework by maintaining communication pathways, structuring decision making, documenting outcomes, tracking commitments, and ensuring clarity across all participants. This allows the City to retain oversight while Griffin Structures manages the detailed coordination required to keep Phase 1 moving efficiently.

Griffin Structures’ Responsibilities include:

- Implementing the Project Management and Communication Plan
- Leading program wide communication and interdepartmental coordination
- Maintaining the consolidated program budget and financial controls
- Managing the overall program master schedule
- Supporting executive briefings, action tracking, and decision documentation
- Preparing materials for Council communication and public outreach

**Task 2: Progressive Design Build Procurement Support**

Selecting the Design Builder is one of the most consequential steps in the process. Griffin Structures provides comprehensive procurement support, ensuring the City conducts a transparent, competitive, and defensible selection process. Griffin Structures’ role includes refining procurement documents, advising on best practices, facilitating proposer engagement, supporting evaluations, and assisting with contract negotiation. This ensures the selected Design Builder fully understands the City’s operational needs, temporary facility requirements, risk expectations, and Phase 1 deliverables.

Griffin Structures’ Responsibilities include:

- Refining RFQ and RFP documents, evaluation criteria, and scoring tools
- Developing the procurement schedule and communication protocols
- Supporting advertising and industry outreach

- Managing/supporting proposer questions and preparing addenda and clarifications
- Facilitating evaluator orientation, scoring, and consensus processes
- Structuring and supporting proposer interviews
- Supporting contract negotiation and execution
- Establishing Phase 1 deliverable expectations and compliance procedures

### **Task 3: Programming Validation and Operational Alignment**

The City has completed its Strategic Planning phase, including the programming effort for all facilities. During Phase 1, the Design Builder will validate and refine this program to inform conceptual design, with particular attention to the Police Department as operational needs, phasing requirements, and best-value opportunities are further explored in relation to the available budget. Griffin Structures ensures the validated program is accurately interpreted, remains intact, and is effectively translated into early design concepts. This avoids scope drift, clarifies expectations, and ensures continuity between operational needs and the technical design process.

Griffin Structures' Responsibilities include:

- Providing the Design Builder with starting program documents and requirements
- Facilitating program validation workshops with Fire and Police groups
- Confirming operational flows, adjacencies and space needs are represented in early design
- Identifying areas of key operational continuity or technical challenge in relocation
- Monitoring concept development for consistency with the validated program
- Identifying and resolving scope drift at the earliest stage

### **Task 4: Temporary Facilities and Operational Continuity Planning**

Maintaining uninterrupted public safety services is essential. The Fire Project requires temporary facilities at both Fire Station sites. The Police Project will require an operational phasing and swing space strategy that will be defined during early conceptual design. Griffin Structures oversees the evaluation, planning and coordination of these temporary needs to ensure operational continuity, schedule alignment, and cost transparency throughout Phase 1.

#### **Task 4A: Fire Stations 1 and 2 Temporary Facilities**

Each station will operate from a dedicated temporary facility during construction. Griffin Structures ensures these temporary conditions are operationally appropriate, cost aligned, and supported by the Design Builder's schedule and planning efforts.

Griffin Structures' Responsibilities include:

- Validating temporary operational requirements for each fire station
- Coordinating site layouts, utilities, logistics, and readiness with the Design Builder
- Confirming temporary facility needs are fully integrated into design, schedule and cost modeling Modular Coordination for Fire includes:
  - Supporting lease agreements between the City and modular providers
  - Verifying modular specifications and operational suitability with Fire team and the Design Builder
  - Coordinating delivery, trucking, crane operations and staging with the Design Builder
  - Ensuring the Design Builder prepares the temporary sites for installation and utility tie ins
  - Confirming temporary site costs and durations within GMP assumptions Task 4B: Police Headquarters and Annex Temporary and Swing Space

Temporary needs for Police Headquarters and the Annex will be identified and refined through conceptual design. Griffin Structures shall lead the evaluation of operational impacts with the Police Department and ensures the Design Builder develops viable swing space and sequencing strategies that maintain continuity of service.

Griffin Structures' Responsibilities include:

- Assessing operational impacts of construction on Police functions
- Identifying division specific swing space requirements
- Evaluating modular or on-site reconfiguration options
- Directing, in coordination with the City, the Design Builder's analysis of multiple temporary facility scenarios

Griffin Structures' Modular Coordination for Police when applicable includes:

- Supporting lease agreements between modular providers and the City
- Validating layouts, security requirements and IT or communications needs
- Verifying modular specifications and operational suitability with Police team and the Design Builder
- Coordinating delivery, trucking, crane operations and staging with the Design Builder
- Ensuring the Design Builder prepares the temporary sites for installation and utility tie ins
- Confirming temporary site costs and durations within GMP assumptions

### **Task 5: Design Oversight and Basis of Design Control**

Design is one of the most influential components of Phase 1. Griffin Structures ensures the Design Builder's conceptual, schematic design, and design development efforts remain aligned with validated program requirements, operational needs, and City priorities. Griffin Structures serves as the interpreter between operational users and the design team, maintaining continuity, preventing misalignment, and ensuring the evolving design accurately reflects project goals.

Griffin Structures' Owner Advisor responsibilities include:

- Facilitating user group workshops
- Confirming Fire and Police needs are embodied in design documents
- Maintaining alignment between design decisions and long-term City objectives
- Identifying and preventing scope drift early in the process
- Reviewing plans to identify constructability concerns, drawing from our extensive lessons learned on comparable public safety projects
- Maintaining careful alignment of project budget Design Builder responsibilities include:
- Preparing design solutions that reflect validated program needs and City guidance

### **Task 6: Cost Management, Independent Benchmarking and Fiscal Oversight**

A clear and accurate cost baseline is essential to Phase 1. Griffin Structures safeguards the City's fiscal interests by leading independent cost estimating, benchmarking, reconciliation and budget management. This ensures the City has complete transparency into cost drivers and that assumptions used to develop the GMP are accurate and market tested.

Griffin Structures' Owner Advisor responsibilities include:

- Leading independent cost estimates at major milestones
- Benchmarking Design Builder cost models against comparable public safety projects
- Maintaining the master project budget including soft costs and contingencies

- Identifying emerging cost risks and recommending mitigation strategies Design Builder responsibilities include:
- Preparing internal estimates based on design development
- Conducting subcontractor outreach and incorporating trade pricing

### **Task 7: GMP Development, Review and Negotiation Support**

The GMP represents the culmination of Phase 1. Griffin Structures provides detailed review, analysis and negotiation support to ensure the GMP is properly structured, transparent, and aligned with the City’s risk posture. We evaluate assumptions, exclusions, contingency levels, allowances and pricing to verify completeness and appropriateness.

Griffin Structures’ Owner Advisor responsibilities include:

- Reviewing the basis of the GMP including assumptions and exclusions
  - Validating scope, quantities, subcontractor coverage and general conditions
  - Developing the City’s negotiation strategy
  - Ensuring the City does not assume risks that are better managed by the Design Builder
- Design Builder responsibilities include:
- Assembling the GMP using internal estimates and subcontractor proposals

### **Task 8: Technical Studies, CEQA, Surveys, Geotechnical and Hazmat Coordination**

Phase 1 includes various technical investigations that directly influence design, cost and risk. Griffin Structures coordinates these studies to ensure findings are understood early and appropriately integrated into the DBE’s design and pricing.

Griffin Structures’ Owner Advisor responsibilities include:

- Coordinating surveys, geotechnical work, hazmat assessments and utility confirmations
  - Ensuring findings are incorporated into design and schedule updates
  - Aligning CEQA milestones with Phase 1 development
- Design Builder responsibilities include:
- Conducting the technical studies and incorporating results into design solutions

### **Task 9: Schedule Management and Critical Path Oversight**

Managing a multi-facility schedule is a critical Phase 1 responsibility. Griffin Structures maintains the consolidated program schedule, validates Design Builder updates, identifies schedule risks and ensures the coordination between the Fire and Police projects does not create unintended delays or conflicts.

Griffin Structures’ Owner Advisor responsibilities include:

- Maintaining the overall Measure FP master schedule
  - Reviewing and validating Design Builder design, construction and phasing schedules
  - Identifying schedule risks related to CEQA, utilities and modular lead times
  - Ensuring alignment across both projects and temporary facilities
- Design Builder responsibilities include:
- Managing discipline specific design schedules and later construction schedules

## **Task 10: Comprehensive Risk Management**

Phase 1 concentrates the City's greatest exposure to risk. Griffin Structures' central responsibility is to identify, track and mitigate these risks while ensuring the City does not assume risk inappropriately. Griffin Structures' approach includes maintaining a Phase 1 risk register and continuously evaluating potential impacts on cost, schedule, scope and operational continuity.

Griffin Structures' Owner Advisor responsibilities include:

- Tracking cost, schedule and scope risks
- Managing operational continuity risks for Fire and Police
- Identifying risks associated with temporary facilities and phasing
- Managing CEQA risk
- Reviewing GMP assumptions, exclusions and risk transfer structure Design Builder responsibilities include:
- Identifying design and construction risks within its scope and communicating impacts

## **Task 11: Reporting, Documentation and Council Support**

Griffin Structures provides structured, predictable communication to City leadership. Our documentation and reporting support informed decision making and transparency throughout Phase 1.

Griffin Structures' Responsibilities include:

- Monthly progress reports summarizing design, cost, and schedule
- Leading working group and executive sessions
- Supporting Council briefings and staff report preparation
- Maintaining audit ready project documentation

## **Task 12: Phase 2 Readiness and Transition**

At the conclusion of Phase 1, Griffin Structures confirms the City is fully prepared to enter Phase 2. This includes verifying GMP completeness, ensuring design and cost alignment, confirming temporary facility strategies, and supporting Council authorization.

Griffin Structures' Responsibilities include:

- Validating Phase 1 completeness
- Confirming accuracy of the GMP and alignment with City objectives
- Supporting the Council's action on the GMP
- Facilitating the transition into Phase 2 for both projects

## **APPROACH TO STAFFING & PROJECT TEAM**

To bring the highest level of efficiency and value, Griffin Structures has assembled following team, specific to Phase 1 of the Progressive Design Build delivery method:

**Jon Hughes, CCM, DBIA – President** brings extensive experience managing complex public safety development projects, with a specialized focus on Progressive Design-Build (PDB) delivery. His deep understanding of PDB strategy, contract structure, team alignment, and risk management enables him to anticipate challenges early and guide teams toward high-performing, collaborative outcomes. In this role, Jon will leverage his expertise to provide strategic leadership and ensure the project's success from inception through delivery.

**Robert Godfrey, CCM, DBIA – Principal-In-Charge** has more than 20 years of experience leading the procurement, design, permitting, and construction of public safety facilities for the public sector, including significant expertise in Progressive Design-Build implementation. He has successfully managed multiple PDB procurements and Phase 1/Phase 2 delivery processes, helping agencies build strong partnerships with design-build teams and maintain schedule, budget, and quality alignment throughout. As the primary point of contact for all contractual matters, Robert will provide day-to-day executive-level leadership and ongoing support to the City team. For this level of engagement, 128 hours of Robert's time have been allocated.

**Leonard Marshall, MRICS – Project Executive** will serve as the Project Executive for the full duration of the project, bringing a broad range of technical and managerial expertise to lead the team on a day-to-day basis. Leonard is highly experienced in Progressive Design-Build delivery and excels in aligning preconstruction strategy, cost management, and design coordination within a collaborative framework. In this role, Leonard will guide all preconstruction activities, including procurement strategy, design management, value engineering, constructability reviews, and development of the Guaranteed Maximum Price (GMP). His leadership ensures that cost, schedule, and quality objectives remain aligned throughout Phase 1 and into Phase 2. For this level of service, we have allocated 560 hours of Leonard's time.

**Dustin Alamo, CCM, DBIA – Pre-Development Manager** will provide comprehensive leadership across all Progressive Design-Build Phase 1 activities. Dustin specializes in early-stage project development, with deep expertise in PDB procurement strategy, design management, budget development, and due-diligence oversight for complex public safety and civic projects. Working in close coordination with Leonard Marshall, Dustin will lead efforts related to procurement, design integration, cost and budget management, technical due diligence, and development of the Guaranteed Maximum Price (GMP). His involvement ensures alignment between agency priorities, design-builder deliverables, and the overall preconstruction roadmap. For this level of service, we have allocated 900 hours of Dustin's time.

**Lance Solomon, CCM – Sr. Program & Construction Manager** will support the project by providing constructability peer reviews at key design milestones. Lance brings extensive experience delivering complex public safety facilities, and his deep understanding of construction sequencing, cost impacts, and operational requirements ensures that lessons learned from past projects are fully integrated into this effort. His involvement will help strengthen design efficiency, reduce risk, and support a smoother transition from Phase 1 into construction. For this level of service, we have allocated 360 hours of Lance's time.

**Grant Parks – Construction Manager**, will support the team throughout the design and preconstruction process, providing critical insight into constructability, phasing, and site logistics. Grant will work closely with Leonard and Dustin to plan and integrate temporary facilities, prepare sites for expedited construction, and ensure smooth transitions between operational needs and construction activities. His field-driven expertise adds significant value in aligning design decisions with real-world sequencing and construction efficiency. For this level of service, we have allocated 480 hours of Grant's time.

**Ariana Ramzian, CMIT – Senior Program Analyst**, will support the team during the early stages of project development as program requirements and conceptual design evolve. With a strong background in program analytics, Ariana will help ensure that operational and spatial needs are accurately reflected in each design iteration. Working closely with Dustin, she will validate program data, track updates, and maintain alignment between the City's objectives and the developing design. For this level of service, we have allocated 152 hours of Ariana's time.

**Ryan Craven, CPE, CMIT – Cost Estimator** will provide detailed cost estimating services at key design milestones, delivering independent cost analyses to ensure the project maintains strong checks and balances throughout the design process. Ryan's expertise in public-sector estimating and cost modeling will help validate design decisions, support value engineering, and maintain alignment between the established budget and the design build entity's cost feedback. For this level of service, we have allocated 360 hours of Ryan's time.

**EXHIBIT "B-1"**  
**Pursuant to First Amendment**

**Term.** The term of this Agreement shall commence January 20, 2026 and terminate September 30, 2027 ("Term"); unless otherwise terminated as herein provided.

**EXHIBIT “C-1”  
Pursuant to First Amendment**

An additional amount of \$877,000 is added to the compensation for the additional services described in Exhibit “A-1.” See attached fee schedule which is incorporated herein by this reference as an attachment.

This added compensation increases the total not-to-exceed amount to \$1,027,000

All other terms of Exhibit C remain in full force and effect.

**FEE PROPOSAL**

Griffin Structures’ fee proposal reflects all reasonable costs required to provide comprehensive Owner’s Representative and Project Management services for the City’s Measure FP project implementation. This scope includes Fire Station 1, Fire Station 2, the Police Department Headquarters, and the Police Department Annex.

To align more clearly with the City’s request to sequence of the Progressive Design-Build process, Griffin Structures’ has refined the Phase 1 fee into two distinct components: Phase 1-A and Phase 1-B, each of which is detailed in the accompanying fee matrix and resource allocation schedule.

Phase 1-A includes support through the Design-Builder procurement process and advancement of design through Schematic Design for the Fire Stations and Conceptual Design for the Police Department facilities. While temporary facility efforts span both components of Phase 1-A and 1-B, their timing and associated resource needs are fully reflected in the resource allocation schedule that follows.

For the requisite services associated with Phase 1 of the Progressive Design-Build delivery process for these facilities, Griffin Structures proposes the following Not-to-Exceed fee:

Phase 1-A Services:	\$	359,240
Reimbursable Expenses:	\$	4,800
<b>Phase 1-A Total:</b>	<b>\$</b>	<b>364,040</b>
Phase 1-B Services:	\$	506,160
Reimbursable Expenses:	\$	6,800
<b>Phase 1-B Total:</b>	<b>\$</b>	<b>512,960</b>
<b>Grant Total: Phases 1-A &amp; 1-B</b>	<b>\$</b>	<b>877,000</b>

**Note:** Owner’s Representative services for Phase 2 of the Progressive Design-Build delivery, Final Design and Construction, are not included in the above fee. A separate fee proposal for Phase 2 will be developed and negotiated in good faith with the City as Phase 1 approaches completion and a more detailed schedule for all related facilities is coordinated with the City and Design Build entity.

All proposed hourly rates are fully burdened and include overhead, profit, taxes, and benefits. The hours identified for each individual employee and task are estimates only and are not to be construed as not to exceed hours for any individual task, phase, or time period. We reserve the right to reallocate hours between staff members and tasks, in consultation with City staff, in order to accomplish the overall objectives and requirements of the project.

## **QUALIFICATIONS & EXCLUSIONS**

1. Construction Cost Estimates, when provided, are based on standard industry practice, professional experience, and knowledge of market conditions. Griffin Structures has no control over material and labor costs, Contractor's methods of establishing prices or the market and bidding conditions at the time of bid. Therefore, Griffin Structures does not guarantee that bids received will not vary from the cost estimate provided and Griffin is not liable for any costs, liabilities, or damages incurred by the City arising from Griffin's opinion of cost, the actual project cost to the City, delays caused by events outside the control of Griffin, or any labor or material cost increases.
2. For document tracking control, Griffin Structures has assumed the Design Build team's cloud software for managing design documentation shall be utilized and have excluded any related reimbursables.
3. FF&E services are included and management and oversight of the effort to be performed by the selected design team professionals.
4. Move management services are included as oversight only. Griffin Structures shall nonetheless oversee the solicitation, negotiation, and oversight of the move management consultant, but will not be providing the service itself.

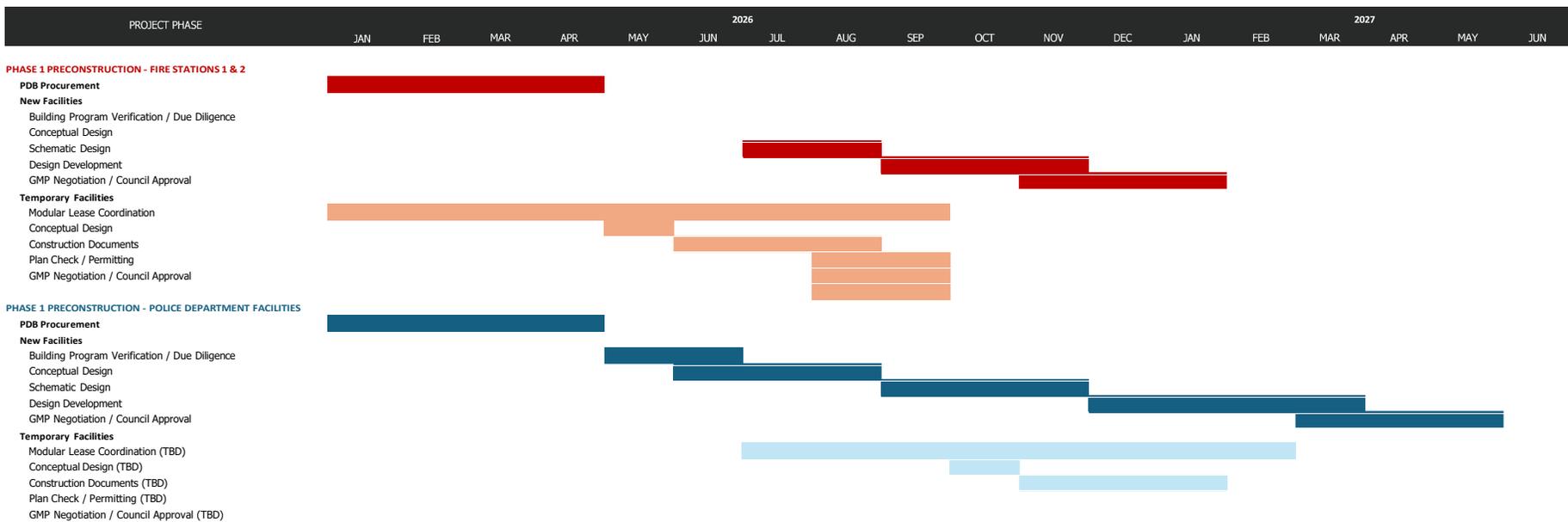
ATTACHMENT TO EXHIBIT C-1 – FIRST AMENDMENT

City of Redondo Beach Measure FP Project Implementation  
 Owner's Representative Services for  
 Progressive Design Build - Phase 1 Preconstruction

ITEM NO.	PROJECT PHASE	PRINCIPAL-IN-CHARGE Robert Godfrey \$300/hr*	PROJECT EXECUTIVE Leonard Marshall \$295/hr*	PREDEVELOPMENT MANAGER Dustin Alamo \$295/hr*	SR. CONSTRUCTION MANAGER Lance Solomon \$280/hr*	CONSTRUCTION MANAGER Grant Parks \$275/hr*	SR. PROGRAM ANALYST Ariana Ramzian \$250/hr*	COST ESTIMATOR Ryan Craven \$250/hr*	TOTAL
<b>A</b>	<b>PHASE 1 PRECONSTRUCTION - FIRE / PD</b>	<b>56</b>	<b>112</b>	<b>560</b>	<b>40</b>	<b>160</b>	<b>236</b>	<b>120</b>	<b>\$359,240</b>
A.1	PDB Procurement	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.2	New Facilities	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.3	Building Program Verification / Due Diligence	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.4	Conceptual Design	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.5	Schematic Design (for Fire only)	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.6	Temporary Facilities	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.7	Modular Lease Coordination	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.8	Conceptual Design	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.9	Construction Documents (partial)	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.10	Plan Check / Permitting (partial)	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
A.11	GMP Negotiation / Council Approval (partial)	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
<b>B</b>	<b>PHASE 1 PRECONSTRUCTION - FIRE / PD</b>	<b>72</b>	<b>448</b>	<b>360</b>	<b>320</b>	<b>320</b>	<b>0</b>	<b>240</b>	<b>\$506,160</b>
B.1	New Facilities	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
B.2	Schematic Design (for PD only)	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
B.3	Design Development	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
B.4	GMP Negotiation / Council Approval	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
B.5	Temporary Facilities	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
B.6	Modular Lease Coordination	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
B.7	Conceptual Design	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
B.8	Construction Documents	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
B.9	Plan Check / Permitting	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
B.10	GMP Negotiation / Council Approval	Incl	Incl	Incl	Incl	Incl	Incl	Incl	
<b>C</b>	<b>PHASE 2 FINAL DESIGN / CONSTRUCTION - FIRE / PD</b>								
<i>Note: Phase 2 Final Design and Construction fees are excluded from the above and will be determined through good-faith negotiations as the GMP and corresponding Phase 2 scopes are defined.</i>									
		<b>\$38,800</b>	<b>\$168,400</b>	<b>\$272,400</b>	<b>\$102,400</b>	<b>\$133,600</b>	<b>\$59,000</b>	<b>\$90,800</b>	<b>\$865,400</b>
<b>D</b>	<b>REIMBURSABLE COSTS</b>								<b>\$11,600</b>
D.1	Insurance								\$9,100
D.2	Misc. Expenses (Printing, Travel, etc.)								\$2,500
<b>GRAND TOTAL</b>									<b>\$877,000</b>

\* The rates shown are for 2026. The fee is inclusive of rates escalated annually.

City of Redondo Beach Measure FP Project Implementation  
 Owner's Representative Services for  
 Progressive Design Build - Phase 1 Preconstruction



Note: Phase 2 Final Design and Construction fees are excluded from the above and will be determined through good-faith negotiations as the GMP and corresponding Phase 2 scopes are defined.

MONTHLY STAFFING HOURS																		TOTALS	
Principal-In-Charge	4	4	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	128	
Project Executive	8	8	16	16	16	16	16	16	16	16	16	80	80	60	60	60	60	560	
Pre-Development Manager	40	60	60	80	80	80	80	80	80	80	80	20	20	20	20	20	20	920	
Sr. Construction Manager								40	40	40	160		80	80			360		
Program & Construction Manager					40	40	40	40	40	40	40	40	40	40	40	20	20	480	
Sr. Program Analyst	16	20	20	20	40	40	40	40	40									236	
Cost Estimator						40		80			160				80			360	
Principal-In-Charge	\$ 1,200	\$ 1,200	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480	\$ -	\$ 38,800
Project Executive	\$ 2,360	\$ 2,360	\$ 4,720	\$ 4,720	\$ 4,720	\$ 4,720	\$ 4,720	\$ 4,720	\$ 4,720	\$ 4,720	\$ 4,720	\$ 23,600	\$ 24,400	\$ 18,300	\$ 18,300	\$ 18,300	\$ 18,300	\$ -	\$ 168,400
Pre-Development Manager	\$ 11,800	\$ 17,700	\$ 17,700	\$ 23,600	\$ 23,600	\$ 23,600	\$ 23,600	\$ 23,600	\$ 23,600	\$ 23,600	\$ 23,600	\$ 5,900	\$ 6,100	\$ 6,100	\$ 6,100	\$ 6,100	\$ 6,100	\$ -	\$ 272,400
Sr. Construction Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,200	\$ -	\$ -	\$ 44,800	\$ -	\$ 23,200	\$ -	\$ 23,200	\$ -	\$ -	\$ -	\$ 102,400
Program & Construction Manager	\$ -	\$ -	\$ -	\$ -	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,400	\$ 11,400	\$ 11,400	\$ 5,700	\$ 5,700	\$ -	\$ 133,600
Sr. Program Analyst	\$ 4,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,000
Cost Estimator	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 20,800	\$ -	\$ -	\$ 90,800
	\$ 19,360	\$ 26,260	\$ 29,820	\$ 35,720	\$ 51,720	\$ 61,720	\$ 51,720	\$ 82,920	\$ 41,720	\$ 41,720	\$ 126,520	\$ 42,900	\$ 67,580	\$ 38,280	\$ 82,280	\$ 32,580	\$ 32,580	\$ -	\$ 865,400
<b>Phase 1 - A</b>										<b>Phase 1 - B</b>									
\$359,240										\$506,160									



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 GRIFSTR-01	<b>CONTACT NAME:</b> Dani Schulze <b>PHONE (A/C. No. Ext):</b> 714-202-0390 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ARCH SPECIALTY INSURANCE COMPANY</td> <td>21199</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ARCH SPECIALTY INSURANCE COMPANY	21199	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : The Travelers Indemnity Company	25658	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : ARCH SPECIALTY INSURANCE COMPANY	21199													
INSURER B : Travelers Property Casualty Company of America	25674													
INSURER C : The Travelers Indemnity Company	25658													
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Griffin Structures Inc 1 Technology Dr., Building I Ste. 829 Irvine CA 92618														

**COVERAGES** **CERTIFICATE NUMBER: 927304877** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	680C2582051	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAC259119A	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUPC2595071	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UBC2593772	12/31/2025	12/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		Y	PDCPP0038505	12/31/2025	12/31/2026	Per Claim \$2,000,000 Aggregate Limit \$4,000,000 Deductible \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability.  
 Project: Fire Stations 1 and 2, rebuild the Main Police Station, and renovate the Police Annex Facility  
 City of Redondo Beach, its officers, elected and appointed officials, employees are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	<b>CANCELLATION 30 Day Notice of Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

## **AUTO COVERAGE PLUS 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. BLANKET ADDITIONAL INSURED</b></li> <li><b>B. EMPLOYEE HIRED AUTO</b></li> <li><b>C. EMPLOYEES AS INSURED</b></li> <li><b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>E. TRAILERS – INCREASED LOAD CAPACITY</b></li> <li><b>F. HIRED AUTO PHYSICAL DAMAGE</b></li> <li><b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></li> <li><b>I. WAIVER OF DEDUCTIBLE – GLASS</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. AUTO LOAN LEASE GAP</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> </ul> |
|---|---|

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **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.

#### **B. 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 a covered "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 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".

#### **C. EMPLOYEES AS INSURED**

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

## COMMERCIAL AUTO

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.

### D. 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.

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

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

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. 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.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

### I. 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.

### J. PERSONAL PROPERTY

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

#### Personal Property Coverage

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

No deductibles apply to 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. AUTO LOAN LEASE GAP**

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

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**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 executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

## COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - 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:
- \$10,000; or
  - 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:

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

subsequent to the signing of that contract or agreement.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) –

POLICY NUMBER: UBC2593772

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 % 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.)

Insurance Company
The Travelers Indemnity Company

Countersigned by [Signature]

DATE OF ISSUE: 1/15/2026

**CITY OF REDONDO BEACH**

REQUEST FOR QUALIFICATIONS / PROPOSALS

**RFQ/P# 2X26-00X**



**PROGRESSIVE DESIGN-BUILD (PDB) SERVICES  
FOR THE CITY'S BOND MEASURE (FP) PROJECT  
TO RECONSTRUCT FIRE STATIONS 1 & 2**

CITY OF REDONDO BEACH  
Public Works Department  
Engineering Services Division  
415 Diamond Street, Door 2  
Redondo Beach, CA 90277  
(310) 697-4661  
(310) 374-4828 (fax)

Issued: January 29, 2026

**Responses Due: March 13, 2026 by 5:00 PM (PST)**

REQUEST FOR QUALIFICATIONS / PROPOSALS

**REQUEST FOR QUALIFICATIONS / PROPOSALS  
PROGRESSIVE DESIGN-BUILD SERVICES - MEASURE FP - FIRE STATIONS 1 & 2**

**CONTENTS**

	<u>Page No.</u>
<b>SECTION 1 - INTRODUCTION</b>	<b>1</b>
1.1 OVERVIEW	1
1.2 SUBMISSION OF PROPOSAL	1
1.3 PROPOSAL FORMAT	2
1.4 OPENING OF PROPOSALS	2
1.5 RIGHT OF REJECTION BY CITY	2
1.6 ACCEPTANCE OF PROPOSALS	2
1.7 TERM OF WITHDRAWAL	2
1.8 SELECTION PROCESS	2
1.9 EVALUATION CRITERIA	3
1.10 INTERPRETATIONS	3
1.11 NONDISCRIMINATION	3
1.12 OFFICE LOCATION / TRAVEL	3
1.13 ORGANIZATIONAL CONFLICT OF INTEREST POLICY	3
<b>SECTION 2 - OWNER'S PROJECT CRITERIA</b>	<b>4</b>
2.1 VISION, GOALS AND OBJECTIVES	4
2.2 LOCATION	5
2.3 PROGRAM / SCOPE	5
2.4 DESIGN CHARACTER	6
2.5 PERFORMANCE STANDARDS / TECHNICAL SPECIFICATIONS	7
2.6 FUNDING / BUDGET	7
2.7 SCHEDULE / TIMELINE OVERVIEW	7
<b>SECTION 3 - SCOPE OF SERVICES</b>	<b>8</b>
3.1 GENERAL CONTRACT TERMS / CONDITIONS	8
3.2 RESPONSIBILITIES AND STANDARD OF CARE	9
3.3 PHASE 1: PRE-CONSTRUCTION / DESIGN DEVELOPMENT	10
3.4 PHASE 2: CONSTRUCTION AND CLOSEOUT SERVICES	16
<b>SECTION 4 - PROCUREMENT PROCESS</b>	<b>22</b>
4.1 PUBLIC CONTRACT CODE	22
4.2 RESPONSE AND SELECTION PROCEDURE	22
4.3 PROCUREMENT SCHEDULE	22
4.4 MANDATORY PRE-PROPOSAL CONFERENCE / MEETING	23
<b>SECTION 5 - SUBMITTAL REQUIREMENTS</b>	<b>23</b>
5.1 FORMAT AND CONTENT	23
5.2 TRANSMITTAL / INTRODUCTION LETTER	24

5.3	FIRM PROFILE: TECHNICAL / MANAGEMENT QUALIFICATIONS	24
5.4	TEAM ORGANIZATION AND KEY PERSONNEL	25
5.5	RELEVANT EXPERIENCE WITH SIMILAR PROJECTS	26
5.6	DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE	26
5.7	CONSTRUCTION PAST PERFORMANCE	26
5.8	PROJECT UNDERSTANDING AND APPROACH	27
5.9	DESIGN AND ENGINEERING PLAN	27
5.10	CONSTRUCTION MANAGEMENT PLAN	28
<b>SECTION 6 - EVALUATION AND SELECTION</b>		<b>28</b>
6.1	EVALUATION CRITERIA FACTORS	28
6.2	SELECTION PROCESS	28
6.3	NOTE ON CONTRACT DOCUMENTS	29
<b>SECTION 7 - INTEGRATED DELIVERY CONSIDERATIONS</b>		<b>29</b>
7.1	INTEGRATED PDB DELIVERY ACROSS ALL FACILITIES	29
<b>SECTION 8 - CITY'S TECHNICAL ADVISOR</b>		<b>29</b>
8.1	DESIGN ASSIST SERVICES	29
<b>APPENDICES</b>		<b>30</b>
A	OTHER TERMS AND CONDITIONS	30
B	DESIGN-BUILD FIRM QUESTIONNAIRE	35
C	DESIGNATION OF SUBCONTRACTORS LIST	36
D	CONFLICT OF INTEREST DISCLOSURE	37
E	NON-COLLUSION DECLARATION	38
F	PERFORMANCE BOND	39
G	LABOR AND MATERIAL PAYMENT BOND	42
H	INSURANCE REQUIREMENTS	45
I	PROPOSAL FEE INSTRUCTIONS	50
<b>EXHIBITS</b>		
1	PROGRESSIVE DESIGN-BUILD AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND DESIGN-BUILDER	
1.1	GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER	

**REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)  
FOR THE CITY’S BOND MEASURE (FP) PROJECT TO  
RECONSTRUCT FIRE STATIONS 1 & 2**

**Issuing Office:** Public Works Department - Engineering Services Division

**Date:** January 29, 2025

**SECTION 1 - INTRODUCTION**

**1.1 OVERVIEW**

The City of Redondo Beach (City/Owner) is issuing this Request for Qualifications/Proposals (RFQ/P) to qualified entities (Respondent/Proposer) interested in providing Progressive Design-Build (PDB) services for the reconstruction of Fire Stations 1 and 2 (FS1 & FS2) as part of the Measure FP, Public Safety Services Bond Measure Project (Project).

In accordance with California Public Contract Code Section 22185.3, this RFQ/P has been prepared and issued in order to select a PDB team - comprised of a general contractor, architect, subconsultants and trade partners - to execute the Project. The City may evaluate submissions based solely upon the information provided in each Respondent’s statement of qualifications (SOQ) and proposal and may also interview some or all of the PDB entities to further evaluate their qualifications for the project.

Utilizing the PDB model, the successful Respondent (Design-Builder) will provide comprehensive design and construction services for the Project in two (2) phases.

Phase One (1) Services: Design-Builder shall perform the services of design, pricing, and other preconstruction services for the Project based on the Owner’s Project Criteria and shall perform such services to the level of completion required for the Design-Builder and Owner to establish the contract price for Phase 2, as set forth below. The Guaranteed Maximum Price (GMP) for Phase 2 shall be developed during Phase 1 on an “open-book” basis and based on refined scope, schedule and cost estimates.

Phase Two (2) Services: Design-Builder’s services shall consist of the completion of all construction documents, procurement of all materials and equipment, performance of construction services, the start-up, testing and commissioning, and the provision of warranty services for the Project.

Note: The City is not obligated to proceed to Phase 2 if agreement on the GMP, schedule or completion date cannot be reached. In such case, the City retains full ownership of all work products and materials produced during Phase 1 and may utilize them for subsequent procurement or Project completion by other PDB entities.

**1.2 SUBMISSION OF PROPOSAL**

Proposals shall be submitted electronically via the City’s online purchasing portal, which can be found at <https://procurement.opengov.com/portal/redondo>, by 5:00 PM (PST) on March 13, 2026. Any proposal not received prior to the time set forth in this RFQ/P (or an addendum) may be disqualified.

### 1.3 PROPOSAL FORMAT

The submittal package (Proposal) shall consist of electronic, bookmarked pages in Portable Document Format (PDF). Proposals deemed to be incomplete or marred by other deficiencies may be rejected without further consideration.

### 1.4 OPENING OF PROPOSALS

Proposals will be opened and evaluated by the assigned Evaluation Committee after the submittal deadline. The proposals will not be publicly read (Government Code Section 6250 et. seq.). Once a proposal has been submitted, it will not be returned.

### 1.5 RIGHT OF REJECTION BY CITY

The City expressly reserves the right, at its sole discretion, to reject any and all proposals and solicit new proposals with modified terms and conditions. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any informalities in conjunction with the proposals.

### 1.6 ACCEPTANCE OF PROPOSALS

Within sixty (60) days after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm or firms (as determined by the Evaluation Committee thorough review of written proposals) may be requested to submit additional information or participate in interviews (either online or in person). The City reserves the right to enter into negotiations to produce a contract for services with a single entity. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations may commence with the second highest ranking firm or team.

### 1.7 TERM OF WITHDRAWAL

All fee proposals shall be firm offers and may not be withdrawn for a period sixty (60) days following the date set forth above in Section 1.2.

### 1.8 SELECTION PROCESS

The selection process will be informed by the following standards:

1.8.1 Adherence to Format: A proposal should adhere to the format outlined in this RFQ/P in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFQ/P.

1.8.2 Proposal Evaluation: An Evaluation Committee will evaluate the proposals utilizing criteria listed in Section 1.9, and throughout this document, and may utilize the services of appropriate experts to assist in the evaluation process.

1.8.3 Oral Interview: The City may, at its option, invite one or more of the highest-ranking firms/teams to make a verbal presentation to the Evaluation Committee to provide additional requested information or answer questions regarding the proposal.

## 1.9 EVALUATION CRITERIA

Proposals will be reviewed and evaluated by the Evaluation Committee based on the information provided in each proposal. Selection will be made on a "best qualified" basis.

Criteria for selection will include, but not be limited to:

- 1.9.1 Overall qualifications of firm and key team members, such as experiences and expertise of project manager(s), and availability and qualifications of other key personnel, consultants and sub-contractors.
- 1.9.2 Prior experience, references, and successful completion of similar projects.
- 1.9.3 Understanding of the City's program needs, objectives and goals for the Project.
- 1.9.4 Technical ability, such as methodology and stated approach to the Project.
- 1.9.5 Capacity of firm to complete Project per the City's timeline and within budget.
- 1.9.6 Overall organization and quality of the proposals.

## 1.10 INTERPRETATIONS

All questions regarding the meaning or intent of the information provided in this RFQ/P, including procedures, specifications and contract provisions, shall be submitted via the City's online procurement portal (<https://procurement.opengov.com/portal/redondo>), and no later than February 26, 2026, 5:00 PM PST.

Questions that result in a significant interpretation of, or change in, the RFQ/P will be made by the City issuing an addendum to all recipients of the RFQ/P, and acknowledgement of any such addendum(s) shall be a part of the proposal. The City will not be responsible for any informal interpretation of the RFQ/P.

## 1.11 NONDISCRIMINATION

The consultant, with regard to the work performed by it during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this agreement.

## 1.12 OFFICE LOCATION / TRAVEL

The City does not intend to house any consultant at the City's offices. The City does not intend to reimburse any consultant for personnel relocation under this agreement. Consultant's proximity to the City may be considered during the RFQ/P evaluation.

## 1.13 ORGANIZATIONAL CONFLICT OF INTEREST POLICY

A conflict-of-interest checklist is to be used by all Respondents, including subconsultants, to assist in the screening for potential organizational conflicts of interest. The checklist will only serve as a guide and there may be additional potential conflict situations not covered, and should the Respondent determine a potential conflict of interest exists that is not covered by the checklist, that potential conflict must still be disclosed.

## SECTION 2 - OWNER'S PROJECT CRITERIA

### 2.1 VISION, GOALS AND OBJECTIVES

The City's Measure FP Project is a voter-approved \$93,350,000 general obligation bond measure to fund the reconstruction of Fire Stations No. 1 and 2 and the modernization of Police facilities, including the Headquarters and Annex buildings, in an expedient manner within the established budget in order to enhance public safety operations.

**This RFQ/P is focused solely on the construction of new Fire Stations No. 1 and 2** for the Measure FP Project and the following defines the fundamental programmatic, performance and quality requirements that will guide design and construction under the PDB approach, which may be modified during Phase One (1) (Preconstruction/Design Development), subject to Owner approval, and defines the standards against which the Guaranteed Maximum Price (GMP) proposal will be evaluated before proceeding to Phase Two (2) (Final Design and Construction).

#### 2.1.1 Vision Statement

The City envisions modern, resilient, durable and operationally efficient fire stations that will enhance the City's ability to protect lives and property; support firefighter health and readiness; reflect best practices in fire service design and sustainability; and meet the needs of the community for the foreseeable future.

#### 2.1.2 Key Goals and Objectives

##### a. Phased Redevelopment with Operational Continuity

As the City's Fire Department (RBFDD) must remain fully operational throughout the duration of the Project, the Design-Builder will be responsible for developing a detailed phasing and transition plan that ensures uninterrupted emergency response operations during construction. This includes assisting with and coordination of temporary site improvements and utility connections necessary to support modular facilities, such as apparatus bays and living quarters (to be procured directly by the City), which will be critical to maintaining operations during the reconstruction/replacement of each station.

##### b. Program-Driven Facility Replacement

Each replacement station will be guided by the City's established programmatic space needs and operational goals. The design should accommodate modern apparatus and technology, provide an optimal working and living environment for personnel, ensure adequate circulation for fire service equipment and resources, and promote efficient response times.

##### c. Cost Effectiveness and Long-Term Value

In collaboration with the PDB team, the City aims to emphasize cost-conscious design and construction solutions; leverage open-book cost estimating, value engineering and life-cycle cost analysis; and invest in durable, low-maintenance materials and systems that extend the useful life of City assets.

d. Integrated and Collaborative Delivery

The PDB process will require close collaboration between the City, and more specifically the Fire Department, and the Design-Builder to refine design documents, validate costs, and establish a GMP aligned with the approved budget and scope. As such, the Design-Builder must demonstrate an ability to coordinate design progression with financial, permitting and construction readiness in order to minimize downtime and accelerate delivery.

e. Operational Efficiency and Site Functionality

Each station must balance functionality, safety and aesthetics with careful attention to apparatus bay access, traffic flow and neighborhood compatibility. The Design-Builder should propose site layouts that support rapid deployment, safe ingress/egress, and minimal disruption to the surrounding communities.

f. Collaborative and Transparent Team Culture

The City seeks a Design-Builder with proven experience delivering public safety facilities utilizing alternative or innovative delivery models, particularly those involving phased operations and temporary facilities, in order to yield a strong, transparent and collaborative working relationship centered around communication, problem solving and trust.

## 2.2 LOCATION

The Project is a two-site, multi-phase initiative to replace the existing Fire Station No. 1 and Fire Station No. 2 with modern, high-performance and operationally resilient facilities that meet current and future service demands. The sites indicated for temporary operations will be utilized for the duration of the construction period.

2.2.1 Fire Station No. 1 (FS1): 401 S Broadway: 23,500 SF lot

2.2.2 Fire Station No. 2 (FS2): 2400 Grant Avenue: 31,000 SF lot

2.2.3 Temporary FS1: City Hall employee parking lot at N Broadway & Carnelian St

2.2.4 Temporary FS2: Undeveloped, City owned lot at Inglewood Ave & Grant Ave

## 2.3 PROGRAM / SCOPE

The following are intended as general use and occupancy objectives, along with space requirements, but are not exhaustive in nature.

2.3.1 Fire Station No. 1 (FS1): Roughly 16,000 SF inclusive of three (3) apparatus bays.

- a. Administrative offices/support workrooms;
- b. Sleeping quarters/dorms for A-C shifts of ten (10) personnel and private offices/living quarters for two (2) captains;
- c. Living areas (dayroom/kitchen/dining);
- d. Fitness room and locker/restroom facilities;
- e. Apparatus support (decontamination, gear storage, compressor, etc.); and
- f. Secure staff parking and ADA access, including public entry.

2.3.2 Fire Station No. 2 (FS2): Roughly 16,000 SF inclusive of three (3) apparatus bays.

- a. Training/administrative support spaces;
- b. Sleeping quarters/dorms for A-C shifts of seven (7) personnel and private offices/living quarters for two (2) captains and one (1) division chief.
- c. Living areas (dayroom/kitchen/dining);
- d. Fitness room and locker/restroom facilities;
- e. Apparatus support (decontamination, gear storage, compressor, etc.);
- f. Secure staff parking and outdoor areas; and
- g. Separate access (ingress/egress point) for battalion chief vehicle.

2.3.3 Temporary FS1 & FS2

- a. Coordination of site improvements such as grading, circulation layouts, and utility connections to support the modular facilities and temporary operations.
- b. Support with the relocation of equipment/resources and facilitate operational alignment with the approved construction schedule for the permanent stations.

2.4 DESIGN CHARACTER

The reconstruction of both stations should strive to maintain design compatibility and continuity with the surrounding neighborhoods based on key materials and elements.

2.4.1 Core Improvements

Replacement of existing fire stations with new facilities designed around the City's identified programmatic space requirements, including modern apparatus bays, living quarters/dorms, training areas, administrative offices and support spaces.

2.4.2 Temporary Operations Support

While the City will directly procure any necessary temporary modular facilities, the PDB team will be responsible for designing and implementing any associated site improvements, grading and utility connections required to ensure the temporary facilities are fully functional and aligned with the approved construction schedule.

2.4.3 Site Enhancements

Upgraded utilities, site circulation, drive aprons, wash areas and landscaping designed to enhance safety, efficiency and neighborhood compatibility.

2.4.4 Sustainability and Resiliency

Incorporation of durable, energy-efficient systems, inclusive of an emergency generator, and design strategies that reduce long-term maintenance costs and improve building performance under emergency and post-disaster conditions.

2.4.5 Future Scalability

Design flexibility to accommodate future technology integration, apparatus modifications, and evolving operational demands without major disruption.

## 2.5 PERFORMANCE STANDARDS / TECHNICAL SPECIFICATIONS

- 2.5.1 Structural and seismic compliance for essential services buildings with 75-year design life, and meets or exceeds building code standards for living quarters.
- 2.5.2 Functional and operational systems, including mechanical, electrical, and plumbing (MEP), designed for high reliability and with redundancy.
- 2.5.3 Environmental and energy efficiency standards in compliance with California Title 24 requirements.
- 2.5.4 Sustainability, durability and resiliency factors and construction materials that utilize a low maintenance, life-cycle replacement planning/cost orientation and with specific consideration given to air handling/dehumidification systems.
- 2.5.5 Compliance with National Fire Protection Association (NFPA) codes and standards, and adherence to the U.S. Fire Administration (USFA) and FEMA's "Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations" publication (May 2018).

## 2.6 FUNDING / BUDGET

The total approved Measure FP bond funding authorization is \$93,350,000 with roughly \$48,000,000 set aside for the reconstruction of Fire Stations 1 and 2, including the costs associated with temporary relocation of the said station operations during construction. The estimated direct construction cost, for purposes of fee proposal calculation, is \$32,000,000, inclusive of new facilities and temporary site improvements.

Key cost components include but are not limited to: construction; geotechnical (e.g., soils reports); deputy testing/inspections; architectural and engineering services; furniture, fixtures and equipment; temporary facilities and relocation expenses; electrical systems and special equipment; utility connection services and fees; and program and construction management firm overhead, fees and reimbursables.

The City's previously approved contingency is roughly ten percent (10%), and all escalation allowances shall be tracked separately. The City will withhold five percent (5%) retention from all Phase 2 or early work package payments for work performed. The Design-Builder shall develop and maintain an open-book cost model, updated at each design milestone with life-cycle cost analysis completed throughout, and GMP validation must demonstrate budget alignment before Phase 2 authorization.

## 2.7 SCHEDULE / TIMELINE OVERVIEW

The work to be performed under the established contract will be informed by the following, anticipated milestones with the understanding that time is of the essence to this Project.

### 2.7.1 Phase 1: Pre-Construction / Design Development

Utilizing the City's established programmatic space needs and functional requirements to advance design, validate scope and confirm existing site and utility conditions, the PDB team will develop a GMP during the design development stage. This phase will encompass cost modeling, constructability reviews and

schedule development. Moreover, the Design-Builder will also prepare a detailed, phased and operational continuity plan that ensures uninterrupted emergency-response operations during construction and coordination of temporary site improvements and utility connections to support modular facilities and associated equipment to be procured directly by the City.

**2.7.2 Phase 2: Construction**

Upon mutual agreement of the GMP, proposed schedule and execution of the Phase 2 Amendment, the Project will transition into construction. This phase will include full demolition and replacement of each existing fire station and deliver utility and infrastructure upgrades along with associated site improvements. The new facilities will be delivered as code-compliant, seismically resilient, energy-efficient and future-ready assets that enhance operational readiness and serve the City well into the future.

<b>2.7.3 <u>Target Completion Schedule</u></b>	<b><u>Est. Duration</u></b>	<b><u>Est. Completion</u></b>
Notice to Proceed to Phase One (1)	Start / NTP	Spring 2026
Phase 1 - Design & Concept Review	4 Months	Summer 2026
Phase 1 - GMP Development/Negotiation	3-4 Months	End of 2026
Notice to Proceed to Phase Two (2)	Month 9	Start of 2027
Phase 2 - Construction Docs/Early Work	5 Months	Summer 2027
Phase 2 - Substantial Completion	12-18 Months	Summer/Fall 2028

**SECTION 3 - SCOPE OF SERVICES**

The scope of work to be performed by the Design-Builder during both Phase 1 and Phase 2 are specified herein and with reference to the attached Contract Documents, which include the Progressive Design-Build Agreement, General Conditions of Contract, and various associated exhibits, appendices and amendments, where applicable.

California Senate Bill No. 706: Public Contracts: Progressive Design-Build: Local Agencies (2023-2024), an act to add and repeal Chapter 4.7 (commencing with Section 22185) of Part 3 of Division 2 of the Public Contract Code, relating to public contracts, also governs the progressive design-build (PDB) procurement process for public agency capital projects.

**3.1 GENERAL CONTRACT TERMS / CONDITIONS**

**3.1.1 No Guarantee for Award**

There is no guarantee that the City will award a contract for any portion of this Project, including for the Phase 1 or Phase 2, and the Design-Builder will not be entitled to recover any costs, anticipated profit or monetary award(s) for proposal preparation in the event the City decides not to award a contract or if the City does not award a contract to a particular Proposer.

**3.1.2 Wage Rates / Requirements**

The Design-Builder is required to comply with all applicable prevailing wage requirements and/or regulations, including but not limited to California Labor Code

Section 1720 et seq., and those requirements and regulations that are deemed included in the proposal documents. State prevailing wage requirements are published by the California Department of Industrial Relations ([www.dir.ca.gov](http://www.dir.ca.gov)).

### 3.1.3 Labor Compliance

The Design-Builder, and the subcontractors, of every tier, shall be registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Sections 1725.5 and 1771.1, for the duration of time that the contractor is performing work under the construction documents. Neither the contractor nor any subcontractor shall be qualified to submit a bid or proposal or be listed in a bid or proposal subject to the requirements of Section 4104 of the California Public Contract Code or engage in the performance of work under the contract documents unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The contractor shall not enter into any subcontract without proof of the potential subcontractor's registration. If an unregistered contractor submits a proposal, the City will deem such a proposal as non-responsive. If any unregistered contractor or subcontractor performs work on this Project at any time, the City has the right to terminate the contract for cause.

### 3.1.4 Skilled and Trained Workforce

The Design-Builder shall provide with its submittal an enforceable commitment to the City that the Design-Builder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9, commencing with Section 2600, of Part 1 of the California Public Contract Code.

### 3.1.5 Equal Employment Opportunity

The Design-Builder shall comply with all applicable federal, state and local laws, rules and regulations regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or any other lawful reason.

### 3.1.6 CEQA Compliance

The Design-Builder shall ensure that the Project design complies with the California Environmental Quality Act (CEQA). Based on the existing environmental documentation, assuming consistency with the City's General Plan and zoning provisions and leveraging prior Environmental Impact Report (EIR) work completed for the existing facilities, it is anticipated that a CEQA Exemption Memo will serve as the most appropriate path for compliance.

## 3.2 RESPONSIBILITIES AND STANDARD OF CARE

The standard of care for all professional services performed to execute the work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. The Design-Builder shall also perform the design and construction so that the work meets or exceeds the performance requirements set forth in the Owner's Project Criteria, the Initial Project Scope and/or the Basis of Design Documents.

The Design Builder shall perform all activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents and in accordance with applicable legal requirements and governmental approvals. The Design-Builder accepts full responsibility for:

- 3.2.1 Design quality, coordination, and code compliance;
- 3.2.2 Professional engineering and architectural standards;
- 3.2.3 Constructability, cost control, and schedule integration;
- 3.2.4 Temporary facilities siting and functionality;
- 3.2.5 Operational continuity for public safety operations during construction;
- 3.2.6 Preparation of complete and coordinated Construction Documents; and
- 3.2.7 GMP development using transparent, open-book methodologies.

**3.3 PHASE 1: PRE-CONSTRUCTION / DESIGN DEVELOPMENT**

Preconstruction and progressive design services will include collaborative design development, scheduling, cost estimating and risk analysis to support the City’s goals, and the selected Design-Builder shall not begin services until the City issues a formal Notice to Proceed (NTP) for Phase 1: Preconstruction.

The Phase 1 Services shall commence within five (5) days of Design- Builder’s receipt of Owner’s Notice to Proceed (NTP), unless the parties mutually agree otherwise in writing, and shall include the following tasks identified and per the Contract Documents.

<u>Task 1: Project Initiation: Program Validation and Alignment</u>			
1A	Kickoff Meeting	Design-Builder, City staff and Owner’s Representative shall meet to confirm Project team members and overall goals, review program documents, and clarify temporary provisions.	Within 7 days of NTP
1B	Alignment Workshops	Process intended to validate alignment of Owner’s Project Criteria with initial scope, cost model(s), schedule assumptions, budget, phasing and baseline program in order to ensure early consensus.	Within 30 days of NTP
1C	Deliverables	<ul style="list-style-type: none"> <li>• Review and validate program materials completed during the Strategic Planning Phase.</li> <li>• Evaluate operational requirements for RBFD.</li> <li>• Establish baseline assumptions for scope, schedule, budget and risk.</li> <li>• Provide documentation of alignment decisions.</li> </ul>	Within 30 days of NTP

<u>Task 2: Project Management: Reporting, Meetings and Plans</u>			
2A	Action Item Log	Design-Builder shall maintain a dedicated log to track key actions (to be) completed by the team to progress the Project, and such log(s) shall have: <ul style="list-style-type: none"> <li>- Date(s) that the actions are recorded;</li> <li>- Party/person responsible to complete action(s);</li> <li>- Project component related to the action; and</li> <li>- Action due date(s) and other pertinent notes.</li> </ul>	Ongoing, as actions and decisions are made.
2B	Decision Log	Design-Builder shall maintain a dedicated log to track key Project decisions that shall include: <ul style="list-style-type: none"> <li>- Date(s) the decision was recorded;</li> <li>- Project component related to the decision; and</li> <li>- Pertinent notes or docs that contain record of the decision (e.g., meeting, email, etc.).</li> </ul>	Ongoing, as actions and decisions are made.
2C	Design Log	Design-Builder shall maintain and provide to the Owner for review a Design Log, including a full listing of Reliable Design Decisions and all changes to the Basis of Documents, for the sole purpose of tracking the development of design decisions.	Weekly, and after every design review.
2D	Trend Log	Design-Builder shall maintain a log of issues that have been identified by the Design-Builder or Owner during the design process that may cause change to the Owner's program, the Basis of Design Documents and/or any commercial term.	At request of Design-Builder or Owner.
2E	Risk Register	Design-Builder shall provide risk management, identifying Project risks for both Phase 1 and Phase 2 and documenting such risks in the Project Risk Register, and update it regularly as new risks are identified, with the following information included: <ul style="list-style-type: none"> <li>- Risk identification and description;</li> <li>- Project component(s) related to the risk;</li> <li>- Estimated likelihood risk will occur;</li> <li>- Potential impact (e.g., cost, schedule, material, design, etc.) should risk occur; and</li> <li>- Risk management/mitigation strategy.</li> </ul>	Updated/ revised as necessary/ regularly.
2F	Quality Assurance/ Quality Control	Design-Builder shall develop a Quality Assurance/ Quality Control (QA/QC) Plan for implementation, and be reviewed and approved by the Owner, and shall include or reference all of the following: <ul style="list-style-type: none"> <li>- Purpose and objective;</li> <li>- QA/QC team, roles and responsibilities;</li> <li>- Technical memorandum of QC process;</li> <li>- Design submittal QC process; and</li> <li>- Proposed QA/QC documentation and forms.</li> </ul>	Utilized for ongoing execution of scope of work.

2G	Information Mgmt. Plan	Design-Builder and Owner shall agree upon the software and the format for the transmission of Electronic Data (i.e., document storage, format, transmittal protocols, etc.). Each party shall be responsible for securing the legal rights thereto.	Mutually agreed upon format(s).
2H	Progress Reporting Protocol	<p>Design-Builder shall submit a monthly progress report with each monthly invoice, which shall include:</p> <ul style="list-style-type: none"> <li>- Written narrative summarizing work performed over the past (30-day) progress period and work planned in the next (30-day) progress period;</li> <li>- Monthly progress schedule accounting for the status of activities in Project Baseline Schedule;</li> <li>- Any recommended modifications to the Project Baseline Schedule;</li> <li>- Estimated spending for the next three months;</li> <li>- Updated design, decision and trend logs;</li> <li>- Updated Risk Register; and</li> <li>- Monthly invoice (reference Article 6 - Payment of General Conditions as to required format and monthly periodic deliverables) and supporting documentation including budget status update.</li> </ul>	Monthly, and attached to each Application for Payment.
2I	Meetings / Workshops  Agendas & Look-Ahead Schedule(s)	<p>Design-Builder shall facilitate and serve as the primary lead for meetings, calls and/or workshops as required to move the Project forward, and for each meeting, Design-Builder shall develop an agenda prior to, submit meeting minutes to the Owner within three (3) business days after, and include a list of action items resulting from the meeting.</p> <p>Bi-weekly progress meetings shall inform the Owner of performance, budget status, scope changes, and to resolve issues relating the Project budget, work quality and performance. These shall include a Look-Ahead Schedule to help identify any roadblocks, constraints, and resource needs based on the last and future progress meetings.</p> <p>Prior to the submission of key design deliverables, Design-Builder shall facilitate design workshops to inform the Owner of design development and to solicit Owner's input on design decisions. Following the submission and timely review of design deliverables, Design-Builder shall facilitate review meetings to discuss Owner's review comments.</p>	<p>Biweekly progress meetings</p> <p>Design workshops and review meetings for each design milestone.</p>

<u>Task 3: Site Investigation and Due Diligence</u>			
3A	Inspection of Site Conditions	Design-Builder shall obtain and review with the City all available site conditions, geotechnical, environmental and building data, and civil and topographic surveys along with any other due diligence items requiring further investigation.	Within 60 days of NTP
3B	Site and Design Alignment	Findings should directly inform the initial design and subsequent design phases, ensuring alignment of design strategies with actual site conditions.	Within 60 days of NTP
3C	Deliverables	<ul style="list-style-type: none"> <li>• Review all existing reports, surveys, and studies provided by the City.</li> <li>• Identify gaps requiring any supplemental field testing, inspections or investigations.</li> <li>• Due diligence necessary for Design Development, including geotechnical, utilities, hazmat, structural assessment, surveys, etc.</li> <li>• Incorporate findings into CD, SD, DD and GMP deliverables as referenced herein.</li> </ul>	Within 60 days of NTP, unless additional follow-up necessary within Phase 1.
<u>Task 4: Temporary Facilities Planning</u>			
4A	Objective	Temporary FD facilities will be hosted/located in modular buildings furnished under City lease and/or purchase, while the Design-Builder will be responsible for the site preparation work, including design and construction within the GMP.	Ready for occupation at start of Phase 2
4B	Deliverables	<ul style="list-style-type: none"> <li>• Prepare temporary facility site design inclusive of grading, utilities, circulation, access control, emergency vehicle pathways, and security measures for personnel and equipment.</li> <li>• Integrate the modular building footprint(s), loads, and utility demands into civil, structural, mechanical, electrical, and plumbing (MEP) design for efficient, code-compliant operations.</li> <li>• Prepare construction documents for all temporary facility site work after having ascertained the character and accessibility of the sites and the surface conditions thereof.</li> <li>• Include temporary facility site construction within the proposed contract price/GMP development.</li> </ul>	Completion prior to Phase 2, with the possibility of a separate GMP negotiation and agreement for the temporary facilities site work if fast tracked.

<u>Task 5: Conceptual Design (CD) Milestone</u>			
5A	Objective	Design-Builder shall prepare a concept design package that establishes the Project vision for each facility, develop multiple design options for all sites/locations to allow the City to evaluate alternatives, and provide direction for advancing the Project forward.	CD Milestone
5B	Deliverables	<ul style="list-style-type: none"> <li>• Conceptual site plans for each facility.</li> <li>• Conceptual floor plans and adjacencies.</li> <li>• Operational flow diagrams.</li> <li>• High-level phasing strategy for service continuity.</li> <li>• Design narrative describing intent, systems approach, and architectural character.</li> <li>• Order-of-magnitude cost model.</li> <li>• Preliminary integrated schedule.</li> <li>• CD presentation to City staff for final review, direction and approval prior to the SD phase.</li> </ul>	Within sixty (60) days of NTP.
<u>Task 6: Schematic Design (SD) Milestone</u>			
6A	Objective	Design-Builder shall further refine the Project's scope, scale and character in line with preliminary budget and schedule targets. The PDB team shall introduce preliminary building systems and begin integrating site utilities and landscape strategies.	SD Milestone
6B	Deliverables	<ul style="list-style-type: none"> <li>• Schematic Design site plan, floor plans, building massing and system concepts.</li> <li>• Outlined specifications that identify the Project's major components and building materials.</li> <li>• Updated cost model consistent with budget.</li> <li>• Updated schedule with identified critical path method (CPM).</li> <li>• Draft phasing and logistics plans.</li> <li>• Identification of early works packages (EWPs) including demolition/abatement, utility relocations, early grading, temporary facilities site prep, and long-lead procurement.</li> <li>• SD presentation to City staff for final approval(s).</li> </ul>	Within one hundred twenty (120) days of NTP.

<u>Task 7: Design Development (DD) Milestones</u>			
7A	Objective	Design-Builder shall advance the Project to a level suitable for GMP preparation and a Phase 2 Price Proposal based on checkpoints at 50% and at 100% DD for the City to review cost, schedule, and scope alignment and confirm strategies for next steps.	50% and 100% DD milestones
7B	50% DD Deliverables	<ul style="list-style-type: none"> <li>• Coordinated architectural, structural, mechanical, electrical, plumbing, and fire protection layouts.</li> <li>• System diagrams and narratives.</li> <li>• Updated DD-level cost estimate(s).</li> <li>• Updated logistics and operational phasing plan.</li> <li>• Refined EWP list.</li> <li>• Updated risk matrix.</li> </ul>	Within forty-five (45) days of SD completion date.
7C	100% DD Deliverables	<ul style="list-style-type: none"> <li>• Fully coordinated 100% DD package suitable for GMP pricing.</li> <li>• Updated cost estimate(s) and reconciliation.</li> <li>• Updated integrated schedule.</li> <li>• Refined operational continuity plan.</li> <li>• DD presentation to City staff for final approval(s).</li> </ul>	Within forty-five (45) days of 50% DD completion date.
<u>Task 8: Cost Modeling/Estimate Reconciliation &amp; Schedule/Phasing Development</u>			
8A	Objective	At each milestone (CD, SD, 50% DD and 100% DD), Design-Builder shall facilitate, at a minimum, bi-weekly progress meetings, monthly progress reports, and updates to the various logs, plans, and/or registers as changes are made/as needed.	Milestone Tracking
8B	Deliverables	<ul style="list-style-type: none"> <li>• Identified, transparent cost estimates and risks, and value opportunities.</li> <li>• Updated design risk register, along with constructability review(s).</li> <li>• Preliminary GMP with system-level breakdowns.</li> <li>• Updated Project schedule, site logistics and phasing plan(s) for operational continuity.</li> <li>• Recommendations for EWPs and procurement strategies for long-lead items.</li> </ul>	Ongoing and as necessary.

<u>Task 9: Guaranteed Maximum Price (GMP) Development</u>			
9A	Objective	<p>Following 100% DD approval, the Design-Builder will prepare and submit the GMP package for City review using an open-book approach and competitive trade bidding to ensure transparency and value.</p> <p>If the City and Design-Builder cannot reach agreement on the GMP, schedule, Phase 2 Amendment terms and/or completion date, the City reserves the right to terminate for convenience and procure construction separately.</p>	GMP Package
9B	Key Components	<ul style="list-style-type: none"> <li>• GMP-level drawings and outline specifications.</li> <li>• Detailed schedule of values (SOV) including: <ul style="list-style-type: none"> <li>a. Subdivision of work into parts based on the Work Breakdown Structure (WBS);</li> <li>b. Values for all items comprising the work; and</li> <li>c. Basis for monthly progress applications for payment as part of the open book basis.</li> </ul> </li> <li>• Breakdown by trade and system.</li> <li>• List of clarifications, assumptions and exclusions used in the development of the GMP.</li> <li>• Subcontractor bid results and procurement narratives.</li> <li>• Updated, integrated schedule and phasing plan.</li> <li>• Bonds, insurance certificates, and other required documentation and/or supplementary forms.</li> </ul>	To be submitted as part of the Phase 2 Price Proposal, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a GMP.

### 3.4 PHASE 2: CONSTRUCTION AND CLOSE-OUT SERVICES

Design-Builder's Phase 2 services shall consist of design support during construction; the procurement of all materials and equipment; the performance of construction services; the start-up, testing, and commissioning; and the provision of warranty services, all as to be further described and agreed to in the Contract Price or Phase 2 Amendment.

Design-Builder shall provide, through itself or subcontractors, the necessary supervision, labor, inspection, commissioning, start-up, testing, equipment and materials, construction equipment, supplies, temporary utilities, other temporary facilities, and other related services to enable the PDB team to achieve Substantial Completion and Final Completion of the Project consistent with the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

### 3.4.1 Conditions for Issuance of Phase 2 Notice to Proceed (NTP)

- a. Agreement upon a final GMP, Project schedule, and completion date.
- b. Completion of plan checks required for Phase 2 and verification of conformance to the Contract Documents.
- c. Verification of required payment bond and insurance.
- d. Confirmation that the Project cost is within the approved budget.

### 3.4.2 Construction Bid Packages

As construction bid packages are to be developed and released progressively, aligned with the phased design completion and cost validation milestones, the Design-Builder, in coordination with the City, may develop a preliminary bid package plan and procurement strategy that leverages early procurement opportunities and logical bid package breakdowns.

Bid packaging components shall be identified by the Design-Builder during the Pre-Construction services phase. Examples of possible bid packages include work for underground utilities, site preparation and improvements, building construction and landscaping. Upon the City's acceptance of the Design-Builder's recommended separate bid packages, the Design-Builder shall include the bid packages in the GMP proposal to the City and indicate separate construction costs, schedule and other conditions for each bid package to be initiated, completed and accepted in accordance with the Contract Documents.

### 3.4.3 Subcontractor Procurement Methodology

The Design-Builder shall set forth, using the Designation of Subcontractor's List (Appendix C), required under California Public Contract Code Section 4100 et seq. ("Subletting and Subcontracting Fair Practices Act", Chapter 4 (commencing with Section 4100) of Part 1 of Division 2), the name, location of the place of business, contractor's license number, and public works contractor registration number of each subcontractor that will perform work or labor or render service to the prime contractor in or about the construction of the project as identified in the Design-Builder's SOQ or Proposal.

In accordance with the Public Contract Code as referenced, the Design-Builder shall procure all trade contractors (subcontractors) not otherwise listed in the SOQ or proposal through a publicly advertised and competitive bidding process that provides for public notice of the availability of work to be subcontracted and a fixed date and time as to which the subcontracted work will be awarded. Per the contract terms, and in compliance with the associated California statute, the Proposer must provide an enforceable commitment to the City that it, as the Design-Builder, and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1. Note: The City will not reimburse the Design-Builder or trade contractors (subcontractors) for the reproduction costs of bid or construction documents.

### 3.4.4 Design-Builder Responsibilities for Construction Documents

- a. Design decisions to be based on construction materials, methods, systems and costs to provide the best value within the sought price and schedule.
- b. Documents shall identify design codes, standards and requirements used for the development of the plans, including the edition and applicable sections.
- c. Update building information modeling (BIM) to include specific construction elements, connections and interfaces, and fabrication/assembly details.
- d. Technical documents incorporating all input/comments and agreed upon value-engineering items shall be advanced to Issued-for-Construction (IFC) level.
- e. Documents shall include a quality control program and an implementation plan to ensure the Project progresses and complies with the approved design.
- f. Registered design professional-of-record (DPOR) shall provide construction administration services and specify all tests and inspections that are mandated by the building code and necessary to achieve regulatory compliance.
- g. DPOR services shall also include shop drawing review, response to requests for information, and periodic site visits to observe/verify quality of work.
- h. Manage design package, track all approvals through final signoff, and facilitate regulatory approval, permit acquisition and code compliance.
- i. Final, approved-for-construction set of documents shall be signed and stamped by the California-licensed professionals who prepared them and such licensed (sub-)contractors shall certify the documents' compliance with codes, standards, practices and regulations.

<u>Task 10: Construction Documents (CD) Milestone</u>			
10A	Objective	Design-Builder shall develop, prepare and submit complete Construction Documents, taking into account performance specifications and quality of materials and equipment identified in the DD phase, to ensure achievement of established City goals within the agreed upon contract price/GMP.	CD Milestones at 30%, 60%, 90% and 100%
10B	Deliverables	<ul style="list-style-type: none"> <li>• Drawings and specifications for all disciplines.</li> <li>• Updated cost model.</li> <li>• Updated schedule and critical path analysis.</li> <li>• Constructability refinements.</li> <li>• Updated EWP scope and sequencing.</li> </ul>	100% CDs must be permit-ready and stamped by CA-licensed contractors.

<u>Task 11: Cost Estimating</u>			
11A	Objective	Design-Builder shall develop a cost model for the Project for review and approval by Owner as to the format for presenting cost estimates that will be used consistently throughout the Project and so the Owner can track the evolution of estimated costs through successive cost submittals.	Cost model review and approval
11B	Components	<p>Costs shall be broken down to show/display:</p> <ul style="list-style-type: none"> <li>- Labor classification and hours (including any overtime and/or night shift as needed);</li> <li>- Equipment and materials;</li> <li>- Any subcontract costs for each item;</li> <li>- All contingency and escalation factors; and</li> <li>- Assessment of risks and risk costs.</li> </ul> <p>Cost model shall include such cost details and a section for summary costs of major cost categories, markups and contingencies.</p>	Initial/first cost estimate to be updated at any point thereafter based on design changes.
<u>Task 12: Schedule Development</u>			
12A	Objective	Design-Builder shall develop and submit a Project Baseline Schedule that includes contractual dates for key milestones including Substantial Completion and Final Completion.	Project Baseline Schedule
12B	Components	<ul style="list-style-type: none"> <li>- Schedule shall use critical path method (CPM);</li> <li>- Durations shall not exceed thirty (30) days, except for fabrication and delivery of equipment and materials, design activities, or items approved in writing by Owner;</li> <li>- Schedule shall include activities that require Owner's observation or acceptance;</li> <li>- Planned shutdowns/outages shall not exceed eight (8) hours and require Owner approval, and designs shall include provisions for such;</li> <li>- Tasks for Owner review shall be based on a three (3) week duration aligned with CPM; and</li> <li>- Schedule shall be in Microsoft Project, submitted as electronic files (native and Adobe PDF format) and hard copy, unless otherwise agreed to by all parties.</li> </ul>	Updated at min. on a monthly basis, and as needed to reflect significant Project changes, concurrent with design changes.

<u>Task 13: Schedule of Values</u>			
13A	Objective	The Phase 2 activities in the Project Baseline Schedule are required to match the Schedule of Values (SOV) that will be used for Phase 2 progress payments (defined in the Agreement).	Congruent with Baseline Schedule
13B	Elements	SOV shall be an early-stage Phase 2 Deliverable and included in the Phase 2 Amendment for: <ul style="list-style-type: none"> <li>- Permitting;</li> <li>- Construction Design Documents;</li> <li>- Engineering services during construction;</li> <li>- Construction and permit compliance; and</li> <li>- Testing, startup, and commissioning.</li> </ul>	Review by Owner within a three (3) week duration.
<u>Task 14: Construction Phase Management</u>			
14A - Site Safety and Cal/OSHA Compliance		Develop and implement a site-specific safety plan compliant with Cal/OSHA. Maintain secure access controls separating construction zones from operational City facilities.	
14B - Utility Coordination		Manage tie-ins, relocations, and shutdowns to existing utilities to avoid disruption to active facilities.	
14C - Document Management		Maintain construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a project management platform as agreed upon by the parties.	
14D - QA/QC Procedures & Required Inspections		Implement a quality assurance/quality control (QA/QC) program to verify conformance with design intent and specifications, including regular inspections, testing oversight, and deficiency tracking through Punch Lists.	
14E - Document Management		Maintain and manage construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a cloud-based project management platform as agreed upon by Owner and Design-Builder.	
14F - Change Management		Administer a transparent process for evaluating pricing, approving changes, and maintaining real-time logs and impact analyses for City review.	
14G - Phasing and Operational Continuity, Including Coordination with City's Inspector		Implement approved construction sequencing plan and coordinate temporary fire station facilities, apparatus access routes, and on-site circulation to maintain uninterrupted emergency response operations. Proactively manage transitions between temporary and permanent facilities to ensure safety, accessibility, and minimal disruption to City personnel and surrounding neighborhoods.	

14H - Trade Coordination	Oversee subcontractor performance, manage work sequencing, resolve trade conflicts, and enforce adherence to safety, schedule and quality requirements.
14I - Environmental and Regulatory Compliance	Ensure construction activities comply with environmental regulations, stormwater pollution prevention measures, hazardous materials handling, sustainability targets, and all applicable local and state codes.
14J - Testing and Inspection	Coordinate with the City all special testing and inspection of the Project's construction and as necessitated by law.
14K - Site Progress Reporting	Provide weekly site progress reports, photos, safety logs, and participate in regular OAC (Owner-Architect-Contractor) meetings; assist the City in reporting Project progress to oversight entities at regular intervals and as necessary.
<b><u>Task 15: Commissioning, Turnover and Training</u></b>	
15A - Implement Commissioning Plan for Buildings	Systematic, quality-focused process through operation, involving design review, installation verification, extensive functional testing, documentation and staff training.
15B - Deliver O&M Manuals	Delivery of record documents including operations and maintenance (O&M) manuals, warranty services, and as-built drawings for performing system start-up, testing and balancing.
15C - Conduct Systems Training	Educate O&M staff on how to properly run, monitor and maintain the building's components and system sequences.
15D - Provide As-Built Drawings	Updated plans with facilities' final, actual construction, reflecting all changes from original designs, including digital models.
15E - Prepare Warranty Log	Create a systematic process for recording, monitoring and managing all product or asset warranties through their lifecycle.
<b><u>Task 16: Commissioning, Turnover and Training</u></b>	
16A - Punch List Mgmt./Resolution	Identify, track and correct all incomplete, incorrect or defective work items on the Punch List.
16B - Final As-Built Documentation	Submit final set of drawings capturing all changes made during construction and depicting the Project in its completed state.
16C - Final Cost Reconciliation	Upon achieving Final Completion, provide Owner with a Final Application for Payment as required by the Contract Documents.
16D - Occupancy Support	Occupancy and Operations or Post-Occupancy phase as the final stage of the commissioning process.
16E - Closeout Report	Final documentation package confirming all building systems function as designed and verifying all contract requirements met.

## SECTION 4 - PROCUREMENT PROCESS

### 4.1 PUBLIC CONTRACT CODE

California Public Contracts Code § 22185.3 (2024) stipulates that "... (c) At the close of the solicitation period, the local agency shall review the submissions. The local agency may evaluate submissions based solely upon the information provided in each design-build entity's statement of qualifications. The local agency may also interview some or all of the design-build entities to further evaluate their qualifications for the project. (d) Notwithstanding any other provision of this code, upon issuance of a contract award, the local agency shall publicly announce its award, identifying the design-build entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the local agency's contract award and the contract file shall provide sufficient information to satisfy an external audit."

### 4.2 RESPONSE AND SELECTION PROCEDURE

Respondents shall review this RFQ/P, and any addenda issued by the City, and request clarification or interpretation of any perceived error or of any provision requiring further explanation. Failure of the Respondent to request such clarification(s) or interpretation(s) and to so examine and inform itself shall be at its sole risk, and no relief for any such error will be provided by the City. Potential Respondents may submit questions regarding the RFQ/P via email to the City on or before the last date to submit questions listed in Section 4.3 below or such later date(s) as may be specified in an addendum. Answers to all questions received will be issued by the City via an addendum.

The determination of eligibility and qualification will be made in accordance with the procedures and criteria established herein. After a thorough review of all written proposals, the Evaluation Committee may interview some or all of the firms depending on the rankings thereof and may subsequently request any or all of those Respondents to submit their best and final offer to the City. The Respondent receiving the highest score after the last evaluation round will be invited to negotiate the Progressive Design-Build Agreement for Phase 1 services of the Project. Should negotiations of the Agreement between the City and the highest-scoring Respondent not succeed, the Proposer receiving the next highest score will be invited to negotiate the Agreement, and so on.

### 4.3 PROCUREMENT SCHEDULE

The following schedule is for information purposes only and is subject to change at the City's discretion.

<u>Activity / Item</u>	<u>Date and Time (if applicable)</u>
RFQ/P Issuance	January 29, 2026
Mandatory Pre-Proposal Meeting	February 17, 2026, 10:00 AM
Last Date to Submit Questions	February 26, 2026, 5:00 PM
RFQ/P Submittal Deadline	March 13, 2026, 5:00 PM
Respondent Ranking and Shortlist	Week of March 16, 2026
Evaluation Committee Interviews	Week of March 30, 2026
City Council Approval/Authorization	April 21, 2026, 6:00 PM

#### 4.4 MANDATORY PRE-PROPOSAL CONFERENCE / MEETING

The City will conduct one (1) mandatory pre-proposal meeting for all interested Respondents on Tuesday, February 17, 2026 at 10:00 AM to provide an overview of the Project, review the contents herein, and address questions from Proposers.

##### Join the meeting now

Via Microsoft Teams

<https://teams.microsoft.com/>

Meeting ID: 228 326 088 215 38

Passcode: rd6bs6JJ

##### Find a local number

Dial in by phone

<https://dialin.teams.microsoft.com/>

+1 424-566-7557; 405383680#

Phone conference ID: 405 383 680#

### **SECTION 5 - SUBMITTAL REQUIREMENTS**

#### 5.1 FORMAT AND CONTENT

The proposal shall be submitted electronically and comply with the following.

- 5.1.1 Searchable Adobe Acrobat PDF format and bookmarked for ease of navigation.
- 5.1.2 A “page” shall be defined as one (1) single-sided piece of paper that has words, charts, tables, pictures and/or graphics; is ‘Letter’ (8.5 x 11) paper size; and contains font no smaller than eleven (11) point in size.
- 5.1.3 Body of document organized in accordance with the Evaluation Criteria and, when printed, limited to a maximum of fifty (50) single-sided pages, except that the following documentation shall not be included in the page count:
  - a. Transmittal, introduction or cover letter in accordance with Section 5.2 below;
  - b. Any document, disclosure, endorsement, commitment/signature page, or other similar information or form that is provided in response to mandatory minimum qualifications verification and appendices.
  - c. Resumes of key team members, so long as they are no more than one (1) page each in accordance with Section 5.4.3; and
  - d. Divider tabs or cover pages, provided that they contain no substantive content.
- 5.1.4 It is the Proposer’s responsibility to include all information requested to meet the minimum design-build entity qualifications and content requirements set forth below and to provide only directly relevant information that does not contain standard marketing or other general advertising material.
- 5.1.5 Proposals that exceed the page limit set forth above may be rejected, and the City, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming submittals to bring each non-conforming proposal within the page count requirement.

## 5.2 TRANSMITTAL / INTRODUCTION LETTER

A one (1) or two (2) page letter of transmittal (or cover letter) on the company's letterhead, signed by an officer or designated representative of the Respondent, and binding the Proposer to all of the commitments made in the submittal. The introduction/cover letter shall include name, mailing address, phone number and email address of the person authorized to represent the Proposer and shall include the following statement:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS/PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDA AND AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

## 5.3 FIRM PROFILE: TECHNICAL AND MANAGEMENT QUALIFICATIONS

In accordance with California Senate Bill No. 706, Caballero, Public contracts: progressive design-build: local agencies (2023), or cited as California Public Contract Code Section 22185.3 (2024), the Respondent shall ensure the following compliance information has been provided to the City and adequately addressed through the proposal in its entirety (inclusive of attachments). The referenced appendices should be completed in order to acknowledge conformance with and adherence to local agency design-build contracting statute as outlined.

- 5.3.1 If the design-build entity is a privately held corporation, limited liability company, partnership, or joint venture, a listing of all of the entity's shareholders, partners, or members known at the time of the statement of qualification submission who will perform work on the project. [Appendix B]
- 5.3.2 If the proposed design-build entity is a corporation, limited liability company, partnership, joint venture, or other legal entity, a copy of the organizational documents or agreement committing to form the organization. [Attachment(s)]
- 5.3.3 The licenses, registration, and credentials required to design and construct the project, including, but not limited to, information on the revocation or suspension of any license, credential, or registration. [Appendix B]
- 5.3.4 Information concerning workers' compensation experience history and a worker safety program. [Appendix B]
- 5.3.5 An acceptable safety record. A Proposer's safety record shall be deemed acceptable if its experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. [Appendix B]
- 5.3.6 A design-build entity shall not be evaluated for selection unless the entity provides an enforceable commitment to the local agency that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all

work on the project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1. [Appendix C]

- 5.3.7 Evidence that establishes that the design-build entity has the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance. [Appendices F-G]

#### 5.4 TEAM ORGANIZATION AND KEY PERSONNEL

This section is designed for the Respondent to specify the composition and organization of the PDB team, inclusive of technical and management qualifications, that distinguish the Design-Builder as the “best qualified”. The proposal shall incorporate, but not be limited to, the following key elements.

- 5.4.1 Identify all entities (firms, consultants, subcontractors, etc.) - including the name, location of business and primary point of contact - who will comprise the team and describe the scope of their responsibilities. Also, describe how key personnel will be retained across all Project phases to maintain accountability, consistent knowledge, and structured decision making.

- 5.4.2 Provide an organizational chart depicting the roles, reporting relationships and duties of the Respondent, and all other firms performing services under the Respondent’s direction, for all phases of the Project. At a minimum, identify the key team members performing the functions identified below, and also note whether any of the individuals will be performing multiple functions.

- a. Overall management of the Project and design-build contract;
- b. Architect/Engineer of Record;
- c. Overall construction management;
- d. On-site field supervision, direction and construction (i.e., superintendent);
- e. Project and worker safety;
- f. Quality assurance;
- g. Cost controls and budgeting;
- h. Scheduling and meeting coordination; and
- i. Systems testing, configuration, and commissioning.

- 5.4.3 Demonstrate the applicable experience, competency, capability and/or capacity of the key PDB team members. Resumes should be no longer than one (1) page for each person and should include relevant information such as the following.

- a. Description of the individual’s proposed Project role.
- b. Identification of employer and number of years employed by the firm.
- c. Educational background, professional licenses and/or certifications.
- d. Experience relevant to their proposed role and how their past performance on previous projects will benefit this Project.
- e. Proposed percentage of time this individual will be assigned to the Project.

## 5.5 RELEVANT EXPERIENCE WITH SIMILAR PROJECTS

The City is particularly interested in the Respondent's experience with projects utilizing progressive design-build and other innovative/alternative delivery methods that offer the advantages of greater flexibility, budget alignment and collaborative outcomes. The Respondent should elaborate on how as the Design-Builder they have previously managed both design and construction for streamlined, cost-effective project success. In providing descriptions or profiles of current and completed reference projects with similar value, complexity and scope for municipal governments or other public safety agencies, the Respondent shall include at least the following.

5.5.1 Project owner/jurisdiction and primary point-of-contact/reference information.

5.5.2 Project relevance, including specification of delivery method used; design and construction scope, schedule and value; and financing mechanisms such as the development, negotiation and implementation of a GMP.

5.5.3 Project management structure, communications protocols, and decision-making processes relied upon by the PDB team of design consultants, specialty subcontractors, trade contractors and other critical partners.

5.5.4 Project achievements, challenges and/or lessons learned, including the steps taken by the PDB team to effectively solve problems, promote integration across all Project stakeholders, and foster a collaborative working environment.

## 5.6 DESIGN, ENGINEERING AND PERMITTING PAST PERFORMANCE

This criterion is aligned with the Phase 1 tasks identified in Section 3.2 above and is intended to measure the qualification, capacity and team organization of the Respondent to achieve design excellence.

5.6.1 Describe the Design-Builder's past performance in managing the design process.

5.6.2 Describe the PDB team's past performance with designing and permitting projects of similar scope and complexity, and include details about the Design-Builder's approach to value engineering and integrating MEP design.

5.6.3 Delineate the software used by the PDB team for past design services and provide a description of the Building Information Modeling (BIM) system or other specialized software that would be recommended for this Project as a result.

5.6.4 List all professional registrations and/or certifications that are relevant to the work associated with this specific Project.

## 5.7 CONSTRUCTION PAST PERFORMANCE

This criterion is aligned with the Phase 2 tasks identified in Section 3.3 above and is intended to measure the Respondent's past performance with construction management and construction of projects of similar scope and complexity. Based on prior completed projects, address how such work would inform the PDB team's approach to the following.

- 5.7.1 Sequencing of construction activities to maximize efficiency and minimize impact on the schedule and cost overruns to the Owner;
- 5.7.2 Key elements to moving the Project forward and managing cost escalation, change orders, contingencies, and trade-offs;
- 5.7.3 Integration of trade partners, measures to avoid or limit decision-making bottlenecks, and plan(s) for (early) procurement of long-lead items.
- 5.7.4 Configuration, commissioning and testing the Project.

## 5.8 PROJECT UNDERSTANDING AND APPROACH

The Respondent shall demonstrate a clear understanding of the City's key goals and objectives and discuss the Design-Builder's approach for managing and performing work components critical to the Project's success. As part of this conceptual description, the Respondent should address at minimum the following items.

- 5.8.1 Proposed Project schedule with key milestones for design development, scheduling and cost estimating aligned with the City's delivery expectations, and identification of potential options for the accelerated delivery of Phase 1.
- 5.8.2 Particular risks, challenges and/or constraints that might be inherent to this particular Project, and how the Respondent intends to manage costs, schedule(s) and logistics from design through construction and into occupancy.
- 5.8.3 Process for developing the GMP, including applicable open-book pricing and value-add concepts or strategies resulting in time/money savings.

## 5.9 DESIGN AND ENGINEERING PLAN

The Respondent shall provide a detailed plan for achieving Phase 1 completion on time and within budget. This is an opportunity for the Design-Builder to further expand on how the PDB team intends to deliver progressive design development services and documents that efficiently and effectively validate the program for the Project in compliance with essential services building standards.

The Respondent may consider showcasing the Design-Builder's innovation and value creation consistent with the PDB collaboration model and California SB 706 requirements. While Respondents should avoid full designs or conceptual diagrams, the City will give consideration to innovation callouts (e.g., how a system could adapt to Redondo Beach's coastal seismic zone) as appropriate, and the PDB team should expand on the following.

- 5.9.1 Design philosophy and parameters for public safety facilities and operations.
- 5.9.2 Methodologies for integrating design and engineering early in the process.
- 5.9.3 Specific structures or systems that are likely to improve performance, reduce lifecycle costs, and support sustainability and resiliency.
- 5.9.4 Tools and processes (e.g., dashboards, decision logs, target value design, etc.) that enable seamless integration between design and construction.

## 5.10 CONSTRUCTION MANAGEMENT PLAN

The Respondent shall provide an overview of how the PDB team, through its organizational and management structure, would sequence construction activities to maximize efficiency and minimize disruptions to the Project. Additionally, the Respondent should address how it intends to commit to and address the coordination and facilitation of subcontractors at every tier using a skilled and trained workforce to perform all work.

- 5.10.1 Outline a comprehensive approach for the Construction Documents, permitting and procurement, and construction execution.
- 5.10.2 Articulate a well-defined, structured plan for safety and site logistics.
- 5.10.3 Address how the PDB team will maximize contract opportunities, facilitate bid packages, and monitor subcontracts throughout the lifecycle of the Project.
- 5.10.4 Define the quality assurance/quality control (QA/QC) mechanisms to be implemented that align with industry regulations and best practices while prioritizing innovation, functionality and precision.
- 5.10.5 Clarify how the PDB team will configure, commission and test the Project.

## **SECTION 6 - EVALUATION AND SELECTION**

### 6.1 EVALUATION CRITERIA FACTORS

The City's Evaluation Committee will review the submittals in order to determine the proposal with the "best value" for the Project and the value shall be determined by evaluation of objective criteria that include price, features, function, life-cycle costs, experience and past performance in accordance with the following.

<u>Category</u>	<u>Weight</u>
Team Organization and Key Personnel	15%
Relevant Experience with Similar Projects	15%
Design, Engineering and Permitting Past Performance	15%
Construction Past Performance	15%
Project Understanding and Approach	15%
Design and Engineering Plan	10%
Construction Management Plan	5%
Phase 1 Price Proposal	10%

### 6.2 SELECTION PROCESS

At the close of the solicitation period, the City's Evaluation Committee will review, score and create a short list of top ranked firms for in-person interviews and to conduct additional due diligence investigations as necessary with regard to any information contained in the proposals. Once the comparative evaluation is complete the City will notify Proposers of the outcome, and the selected Proposer will be invited to negotiate contract terms for Phase 1.

If the City determines that it is unable to reach an acceptable contract with the selected Proposer, including failure to agree on a fair and reasonable compensation for the services or any other terms or conditions, the City may terminate negotiations with the selected Proposer, and may commence negotiations with any of the other Proposer(s) until such time as the City has negotiated a contract meeting its needs. Upon issuance of a contract award, the City shall publicly announce its award, identifying the design-build entity to which the award is made, along with a statement regarding the basis of the award. The City reserves the right to accept or reject any or all submittals, waive irregularities, and negotiate with any proposer deemed in the City's best interest.

### 6.3 NOTE ON CONTRACT DOCUMENTS

Proposers are required to review the Contract Documents included in this solicitation and identify any requested exceptions or modifications, accompanied by proposed alternative language where applicable, as part of the Respondent's proposal. While this request is intended to streamline negotiations and ensure transparency, the City reserves the right to accept, reject or negotiate any proposed exceptions and failure to identify such will be interpreted as full acceptance of the Contract Documents as currently written.

## **SECTION 7 - INTEGRATED DELIVERY CONSIDERATIONS**

### 7.1 INTEGRATED PDB DELIVERY ACROSS ALL MEASURE FP FACILITIES

The City may elect to award one or both Measure FP subprojects - Fire Facilities Project of Fire Stations 1 and 2 and the Police Facilities Project of the PD Headquarters and Annex Facility - to a Proposer (who has adequately responded to both RFQ/Ps) if the City determines that a single Design-Builder for both subprojects is in its best interest. While each subproject maintains its own scope, budget authorization, and approval path, an integrated delivery approach may enable the City to realize meaningful efficiencies, cost control, and risk reduction while preserving full transparency and accountability for each subproject. Should a Proposer respond to both RFQ/Ps, the Design-Builder should address how utilizing a unified project management framework across both public safety subprojects would add greater value to the Measure FP program as a whole.

## **SECTION 8 - CITY'S TECHNICAL ADVISOR**

### 8.1 DESIGN ASSIST SERVICES

The City may, at any time during the Project, independently contract for a technical advisor in a design assist role to provide specialty design data, details and specifications to the Architect of Record (AOR) and support the Design-Builder's architectural and engineering team. In this capacity, and at pre-determined intervals, the technical advisor will assist the City in the review of progress documents submitted by the Design-Builder and with resolution of any technical design issues. Working collaboratively with the City, Owner's Representative, and the Design-Builder, the technical advisor will help to develop and finalize a building and site plan; review architects' proposed design elevations regarding security issues with cladding, fenestration and utility intakes; assist in developing the overall building specialty equipment specifications and schedule; prepare detailed room criteria data sheet design guidelines; assist in determination of overall security systems; support the development of key specialized detailing; and help with value engineering efforts to return the Project to budget conformance.

**APPENDIX A  
OTHER TERMS AND CONDITIONS**

1. The City expressly reserves the unqualified right to undertake any of the following, without limitation to any of the City's other rights under the applicable RFQ/P documents and laws.
  - 1.1 Accept or reject any or all of the submitted Proposals that are deemed to be:
    - 1.1.1 Non-responsive based on conditional clauses, alterations, items not called for by the RFQ/P, or irregularities of any kind.
    - 1.1.2 Received after the time and date specified may not be considered.
    - 1.1.3 Materially incomplete, containing any information that is false, incorrect or misleading, and not accompanied by required documents.
  - 1.2 Waive or decline to waive any and all defects as to form, content, minor technical inconsistencies and/or irregularities in any Proposal or the RFQ/P process.
  - 1.3 Terminate the RFQ/P process at any time.
  - 1.4 Modify and/or suspend any and all aspects of the RFQ/P at any time.
  - 1.5 Reissue the RFQ/P.
  - 1.6 Extend the time frame for submission of the RFQ/P.
  - 1.7 Request clarification of information submitted and/or request additional information from any or all submitting Proposers.
  - 1.8 Hold all Proposals for a period of one hundred twenty (120) days after the deadline for receipt of Proposals.
  - 1.9 Decline to enter into a contract with any Proposer.
  - 1.10 Conduct interviews, negotiations and/or request best and final offers, from any or all Proposers during the RFQ/P process before making a final selection.
2. The City will not be liable for any costs incurred in the preparation of Proposals, or incidental to the preparation, presentation, submission and/or delivery of Proposals, either orally or in writing, and all costs thereof are the sole responsibility of the Proposer.
3. The Proposals submitted in response to this RFQ/P will become the property of the City and may be used by the City in any way it deems appropriate.
  - 3.1 While the information submitted in the Proposals will become public record after award of the contract, until such award is made the information submitted by the Proposer will not be disclosed in response to any request for such information.
  - 3.2 As the City will utilize the Proposer's documents as part of the basis for scoring and evaluating Design-Build entities, trade secrets and financial information that a Proposer believes are exempt from public disclosure shall be appropriately marked as "Confidential."

4. The City's selection decision(s) will be based on objective evaluation criteria as set forth in this RFQ/P, and acceptance of any Proposal will take into consideration the reliability of the Proposer, its past documented performance, and all of its proposed team members and sub-consultants, along with the quality and appropriateness of the information provided.
  - 4.1 The City reserves the right to verify and validate such information as presented.
  - 4.2 The City reserves the right to require that the Proposer demonstrate that it has the skills, equipment, and other resources necessary to satisfactorily perform the nature and magnitude of work and services necessary to complete the Project within the proposed contract and Project schedules.
  - 4.3 The Proposer shall furnish the City with such additional information as the City may reasonably require and request.
5. By submitting a Proposal, the Design-Build entity acknowledges that it has investigated and made itself knowledgeable as to the conditions affecting the Project. The City shall not be responsible for any conclusions or interpretations made by a Proposer based on the information made available to the Proposer by the City.
6. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope and nature of the work and services to be performed, and the receipt of a Proposal by the City will indicate that the submitting Proposer understands the requirements and shall supply the work and services required if selected.
7. No individual or firm responding to this RFQ/P shall obtain any claim or cause of action against the City by reason of any aspect of the RFQ/P, defects or abnormalities contained herein, defects or abnormalities in the selection process, the rejection of any Proposal, the acceptance of any Proposal, any statements, representation, acts or omissions of the City, the exercise of any discretion by the City in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing.
8. Unless requested to do so in writing, either in response to a written request for clarification from the City or as otherwise permitted by the RFQ/P documents, Proposers and their Design-Builder team members, sub-consultants and subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the City Evaluation Committee; (2) any consultant or professional retained by the City for the purpose of providing the City advice or professional services in respect to the Project, the RFQ/P process or the award of the contract; or (3) any trustee, officer, employee or representative of the City with respect to any matter relating to the Project.
9. No changes or additions to the Design-Builder's team members shall be permitted at any time during the RFQ/P process, except with the prior written authorization of the City, which may be granted or withheld at the City's sole and absolute discretion.
10. Consultants or sub-consultants to the City who: (1) are participants or advisors to the City with respect to the progressive design-build procurement for the Project; or (2) provide professional services and advice to the City with respect to any other project being proposed for construction, or under construction, shall not be allowed to participate as a team member or as a sub-consultant or subcontractor, of any tier, to a Design-Builder.

11. The City reserves the right, but shall not have the obligation, after the deadline in the RFQ/P schedule for submission of Proposals, to request submittal of best and final offers.
  - 11.1 If, after receipt and review of one round of best and final offers, the City determines that it is in its best interest to do so, it may request one or more additional round of best and final offers, with or without further discussions or negotiations.
  - 11.2 There is no limit to the number or rounds of best and final offers that may be requested by the City.
  - 11.3 A request by the City for best and final offers shall be in writing and accompanied by (if necessary) any additional instructions to the Proposers regarding the procedures, content, format, and timing for submission thereof.
  - 11.4 If a request for best and final offers is made by the City, each Proposer shall thereafter submit a best and final offer prior to the deadline set forth in the City's written request.
  - 11.5 If a Proposer, in response to a request by the City for submission of best and final offers, intends to make no change to its original Proposal, as amended by any prior-submitted best and final offer, then such Proposer shall include in its best and final offer a statement that: (1) identifies, by title and date of submission to the City, its original Proposal and all prior-submitted best and final offers; and (2) referring to such Proposal and prior-submitted best and final offers, states that there is "no change" thereto.
  - 11.6 If a Proposer, in response to a request by the City for best and final offers, intends to submit a best and final offer that involves a change, addition or deletion to any portion of its original Proposal or to a best and final offer previously submitted by the Proposer, then the Proposer shall include in its best and final offer a statement that: (1) identifies, by title and date of submission to the City, its original Proposal and all prior-submitted best and final offers; and (2) sets forth by reference to page, paragraph and line of the portion of the original Proposal or any prior-submitted best and final offer being amended, all of the words being deleted from and/or added to the original Proposal and prior-submitted best and final offer. Best and final offers shall include an acknowledgement of any RFQ/P addenda issued after the deadline in the RFQ/P schedule for submission of original Proposals and prior to the deadline for submission of such best and final offer. Best and final offers shall comply with the requirements of this RFQ/P.
  - 11.7 Following the ranking of Proposals after submission of best and final offers, the City may, at its sole discretion, elect to proceed with award of the contract without negotiations, or it may proceed with negotiations with the Proposers.
12. Negotiations may involve any aspect of the Proposal (or fee proposal) and any provision of the contract documents including scope of work, terms and conditions. The City may also initiate negotiations to reduce costs to meet the budget. Because the City has the right to award the contract without negotiations, all Proposers must commit to entering into the contract based upon their Proposals submitted in response to this RFQ/P. Any decision to commence negotiations regarding the contract and any topics of negotiation are at the City's sole discretion.

13. The City reserves the right, but shall not have the obligation, to conduct post-scoring discussions.
  - 13.1 Post-scoring discussions may be conducted with some or all Proposers.
  - 13.2 Post-scoring discussions shall be conducted after final scoring of the Proposals or best and final offers, for the limited purpose of clarifying a Proposal or its best and final offers, and therefore, post-scoring discussions are not to be used to permit changes to a Proposal or a best and final offer.
  - 13.3 Post-scoring discussions shall be conducted by the City Evaluation Committee in accordance with the RFQ/P, and as may be amended from time to time by the City via an RFQ/P addendum.
14. The City reserves the right, at any time, to request in writing from any Proposer, or all Proposers, clarification of any information contained in a Proposal or best and final offers.
  - 14.1 Requests for clarification are at the City's discretion, although they are generally reserved for instances in which discussions or negotiations are not conducted, and such requests may be sought at any time in the RFQ/P process.
  - 14.2 Nothing stated herein, or elsewhere in the RFQ/P documents, shall be interpreted as obligating the City to request further clarification from any Proposer or as obligating the City to seek the same or similar clarification from other or all Proposers.
  - 14.3 Requests by the City for clarification shall be responded to by the Proposer to whom they are directed within three (3) days after the date of receipt thereof.
  - 14.4 Responses to such requests by the City shall be limited to clarifying the portion of the Proposal or best and final offer described in the City's request.
  - 14.5 Responses shall not include changes to a Proposal or a best and final offer.
  - 14.6 Information provided in a response to a request for clarification that does not comply with the requirements herein will not be considered.
15. Proposers shall identify in their Proposals, and any portions thereof, if they hold any patent rights, including, without limitation, the number and date of issuance of the patent(s).
16. Proposals, and best and final offers, are nontransferable and may not be assigned.
17. Statements contained in a Proposal, or a best and final offer, to the effect that a price is based on certain "assumptions" that are not part of the specific requirements of the RFQ/P documents may be grounds for disqualification.
18. Following award of contract, the City may prepare a conformed Project Manual reflecting addenda issued during the RFQ/P period, which will, failing objection, constitute the approved Project Manual.
19. Proposals, and best and final offers, shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the Progressive

Design-Build Agreement or the General Conditions of Contract between Owner and Design-Builder other than changes that have been approved and ordered by the City by means of a previously issued RFQ/P addendum.

20. The City reserves the right, exercised in its sole discretion, prior to award, to unilaterally change, by addition, modification or deletion, any of the terms of the Progressive Design-Build Agreement or the General Conditions of Contract between Owner and Design-Builder by issuance of an RFQ/P addendum setting forth the substance of such change.
21. Award of any contract is subject to availability of funds. In the event that funds are not available, the City shall have the right, without any liability to any Proposer, to decline to award any contract or contract amendment.
22. Failure to execute any agreement within the timeframe identified in the Notice of Award shall be sufficient cause for voiding the award.
23. If the selected Proposer refuses or fails to execute any contract or comply with other requirements set forth in the Contract Documents within the set timeframe, this shall constitute a failure to execute the agreement and the City may award the contract to the next qualified, highest-ranked Proposer.
24. Any Proposal protest must be submitted in writing to the City of Redondo Beach Public Works Department, Engineering Services Division no later than six (6) calendar days following the posting of the Notice of Intent to Award. Any Proposal protest received after the deadline as described herein shall be deemed null and void.
  - 24.1 The initial protest must contain a complete statement of the basis for the protest.
  - 24.2 The protest must refer to the specific portion of the document that forms the basis for the protest and must describe in detail the specific errors allegedly committed by the City in evaluating the protesting Proposal.
  - 24.3 The protest must contain the name, address and telephone number of the person or entity representing the protesting party.
  - 24.4 The party filing the protest must transmit a copy of the initial protest document, and any attached documentation, to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Design-Builders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - 24.5 The procedure and time limits set forth herein are mandatory and are the Design-Builder's sole and exclusive remedy in the event of Proposal protest.
  - 24.6 The Design-Builder's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal protest, including without limitation filing a government code claim or instituting legal proceedings.
  - 24.7 A Design-Builder may not rely on a protest submitted by another Design-Builder, but must timely pursue its own protest.

## **APPENDIX B DESIGN-BUILD FIRM QUESTIONNAIRE**

In accordance with Chapter 4.7, commencing with Section 22185, of Part 3 of Division 2 of the Public Contract Code, relating to public contracts.

1. Please indicate if the Proposer's Design-Build entity is or is intended to be a privately held corporation, limited liability company, partnership, or joint venture.
2. Please list the Design-Build entity's current or intended shareholders, partners, or members.
3. Does the Respondent (including all personnel and subcontractors included in this SOQ/proposal) have the licenses and registrations required to design and construct the Project as contemplated?
4. Have the licenses or registrations of any of the entities considered in the response to the question above been revoked or suspended at any time?
5. Does the Proposer's construction firm have liability insurance (commercial general liability of two million dollars per occurrence and professional liability insurance of at least two million dollars per occurrence) with an A.M. Best Company Financial Strength Rating of A- or better and authorized to do business in the State of California?
6. Do all of the firms included in the SOQ have workers' compensation insurance?
7. Does the Proposer's construction firm have a workers' safety program in place?
8. Does the Proposer's construction firm have an average experience modification rate of 1.00 or less in the most recent three-year period, and does its average total recordable injury or illness rate and average lost work rate for the most recent three-year period not exceed the applicable statistical standards for its business category, or is it a party to an alternative dispute resolution (ADR) system as provided for in Section 3201.5 of the California Labor Code?

Note: If the answer above is no, then the Proposer shall provide its record for the past five (5) years, including Experience Modification Rate (EMR), OSHA recordable incident rate, and a summary of any safety citations or violations, along with an explanation of corrective actions for any incidents exceeding industry norms.

The responses to the questionnaire must be signed by a representative of the Proposer who has authority to contractually bind the Design-Build team and must state from that representative that "I certify under penalty of perjury that the information provided in the foregoing is true and correct," along with the name, title, company and date signed by said representative.

**APPENDIX C  
DESIGNATION OF SUBCONTRACTORS LIST**

Each Respondent shall list the name, location of the place of business, California contractor license number, and scope of work for each subcontractor, subconsultant, or major trade partner who will perform work or services in an amount exceeding one-half of one percent (0.5%) of the total contract price, as required by California Public Contract Code (PCC) Section 4104.

Failure to properly list subcontractors may render the proposal non-responsive and subject to disqualification. If no subcontractors are proposed at this stage, indicate "None" and acknowledge that subcontractors will be designated during Phase 1 consistent with the City's Progressive Design-Build Agreement.

Subcontractor / Trade Partner Name	Business Address	License No. / Classification	Portion of Work / Trade	% of Work or Est. Value (\$)	DIR Registration No.
---------------------------------------	---------------------	---------------------------------	-------------------------------	------------------------------------	----------------------------

If the Proposer intends to identify "Pre-Construction Trade Partners" (e.g., structural, MEP, civil, etc.) for participation during Phase 1 design development, the following table may be used:

Trade Partner	Role During Phase 1	Anticipated Role in Phase 2	Selection Method (e.g., Expertise, Early Trade)	CA License No. & DIR Registration No.
------------------	------------------------	--------------------------------	--	--

**NOTES:**

1. Subcontractor percentages or values are preliminary and for informational purposes only; final scopes and values will be confirmed prior to execution of the Phase 2 Price Amendment.
2. Subcontractors performing work under the Contract Documents must hold valid California contractor licenses and Department of Industrial Relations (DIR) registration at the time of contract execution.
3. Any substitution of listed subcontractors shall comply with PCC Section 4107 and must be approved by the City in writing.
4. For design-build entities, design consultants who are integral to the team (architect, structural engineer, MEP engineers) shall also be listed (with firm name, discipline, CA license number, primary contact, and email/phone number).

The Respondent shall also include the following acknowledgement as part of the submission:

"The undersigned certifies under penalty of perjury under the laws of the State of California that the information provided herein is true and correct to the best of my knowledge."

Authorized Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title and Company Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPENDIX D  
CONFLICT OF INTEREST DISCLOSURE**

	YES*	NO
1 Are you currently in litigation with the City of Redondo Beach or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2 Do you represent any firm, organization or person who is in litigation with the City of Redondo Beach?	<input type="checkbox"/>	<input type="checkbox"/>
3 Do you currently represent or perform work for any clients who do business with the City of Redondo Beach?	<input type="checkbox"/>	<input type="checkbox"/>
4 Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Redondo Beach, or in a business which is in litigation with the City of Redondo Beach?	<input type="checkbox"/>	<input type="checkbox"/>
5 Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Redondo Beach employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6 Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>

\* If the answer to any question is yes, please explain in full below.

The responses to the foregoing must be signed by a representative of the Respondent who has authority to contractually bind the Design-Build team and must state the following:

“I certify under penalty of perjury that the information provided in the foregoing is true and correct,” along with the name, title, company and date signed by said representative.”

Authorized Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title and Company Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPENDIX E  
NON-COLLUSION DECLARATION**

Title 23 United States Code Section 112, and  
California Code, Public Contract Code (PCC) Section 7106

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], California.”

\_\_\_\_\_  
(Signature of representative of Bidder)

## **APPENDIX F PERFORMANCE BOND**

Under California law, progressive design-build (PDB) projects are subject to specific bonding requirements mandated by California Civil Code Sections 9550-9566 (the "Little Miller Act") and Public Contract Code (PCC) Section 22172.1.

In accordance with the Contract Documents, the Design-Builder shall, no later than ten (10) days after the Phase 2 Amendment Date, provide the City (Owner) with a Performance Bond in the penal amount equal to one hundred percent (100%) of the GMP (contract price), which bond shall cover the faithful performance of all the Design-Builder's obligations under the Contract Documents, and on the City's form(s) herein. If Design-Builder fails to provide such bond, Design-Builder may be found in material default of the Agreement.

The Performance Bond shall be provided by a surety (or sureties) authorized by applicable Legal Requirements to do business in the State of California, with an A.M. Best Company Financial Strength Rating of A- or better. Sureties must also be listed in the U.S. Department of Treasury's Circular No. 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies (U.S. Department of the Treasury 2022).

The bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.

If during the continuance of the Contract Documents any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Agreement may be suspended and the materials may be purchased or the Work completed as provided in the Contract Documents.

No modifications or alterations made in the Work to be performed under the Contract Documents or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.

The Contract Documents will not be executed by City nor the Notice to Proceed issued until the said bond(s) have been received and approved by the City. The City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

**PERFORMANCE BOND**

---

**Bond No.:** \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Redondo Beach, California ("City"), has awarded to

\_\_\_\_\_  
\_\_\_\_\_

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

**MEASURE FP PROJECT**

**WHEREAS**, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

**NOW, THEREFORE**, we, the undersigned Principal, and

\_\_\_\_\_  
\_\_\_\_\_

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract Documents, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

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

**“Principal”**

**“Surety”**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Insert Seal)

(Insert Seal)

**CITY OF REDONDO BEACH  
APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

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

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

Risk Manager

City Attorney

**Note:** This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## **APPENDIX G LABOR AND MATERIAL PAYMENT BOND**

Under California law, progressive design-build (PDB) projects are subject to specific bonding requirements mandated by California Civil Code Sections 9550-9566 (the "Little Miller Act") and Public Contract Code (PCC) Section 22172.1.

In accordance with the Contract Documents, the Design-Builder shall, no later than ten (10) days after the Phase 2 Amendment Date, provide the City (Owner) with a Labor and Material Payment Bond in the penal amount equal to one hundred percent (100%) of the GMP (contract price).

The Labor and Material Payment Bond shall be provided by a surety (or sureties) authorized by applicable Legal Requirements to do business in the State of California, with an A.M. Best Company Financial Strength Rating of A- or better. Sureties must also be listed in the U.S. Department of Treasury's Circular No. 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies (U.S. Department of the Treasury 2022).

The bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.

If during the continuance of the Contract Documents any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Agreement may be suspended and the materials may be purchased or the Work completed as provided in the Contract Documents.

No modifications or alterations made in the Work to be performed under the Contract Documents or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.

The Contract Documents will not be executed by City nor the Notice to Proceed issued until the said bond(s) have been received and approved by the City. The City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

**LABOR AND MATERIAL PAYMENT BOND**

---

**Bond No.:** \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Redondo Beach, California ("City"), has awarded to

\_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

**MEASURE FP PROJECT**

**WHEREAS**, Principal is required under the terms of the Contract Documents and the California Civil Code to secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law.

**NOW, THEREFORE**, we, the undersigned Principal, and

\_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract Documents, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

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

**“Principal”**

**“Surety”**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Insert Seal)

(Insert Seal)

**CITY OF REDONDO BEACH  
APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

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

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

Risk Manager

City Attorney

**Note:** This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## APPENDIX H INSURANCE REQUIREMENTS

### **Design-Builder Insurance Coverages**

Design-Builder shall procure and maintain the following insurance and limits of liability at all times during the period in which the Agreement is in full force and effect, provided, however, that the Builder's Risk Insurance shall be procured and maintained as set forth in paragraph (d) below. The required insurance shall be procured and maintained from insurance companies currently authorized by the Insurance Commissioner to transact business of insurance or on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of AM Best's Key Rating Guide, unless otherwise approved by Owner. Design-Builder, at its own cost and expense, may purchase any additional kinds of insurance which in its own judgment may be necessary to protect its interests.

a. Commercial General Liability Insurance. Design-Builder shall procure and maintain a policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional named insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$5,000,000 per occurrence for all covered losses, and no less than \$10,000,000 general aggregate, for bodily injury, personal injury and property damage, and \$10,000,000 completed operations aggregate. Products/completed operations coverage shall extend a minimum of three (3) years after Project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, and its officials, officers, agents, and employees, shall be included as additional insureds under the policy.

b. Automobile Liability Insurance. Design-Builder shall procure and maintain a policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$2,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

c. Workers' Compensation and Employer's Liability Insurance. Design-Builder shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California (statutory limits) as well as a policy of employer's liability insurance (with limits of at least \$1,000,000), which shall each indemnify, insure and provide legal defense for Design-Builder against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Design-Builder in the course of carrying out the work or services contemplated in the Agreement.

d. Builder's Risk Insurance. For new building and building renovation construction, Design-Builder shall procure and maintain a policy of Builder's Risk Insurance. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The policy shall be provided for replacement value on an "all-risk" or special causes of loss basis, including earthquake and flood. The Owner shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include coverage for debris removal, and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be sufficient to ensure the full replacement value of any property or equipment stored either on or off the project site or in transit. Such insurance shall be on a form acceptable to Owner to ensure adequacy of terms and limits. Design-Builder shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to Owner. The Design-Builder shall be the named insured, and the Owner and subcontractors of any tier shall be named as insureds. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the Owner, its officials, officers, agents, and employees.

e. Contractor's Pollution Liability Insurance. Design-Builder shall procure and maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to Owner providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. All activities contemplated in the Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officials, officers, agents, and employees as insureds. The policy shall remain in full force and effect for the period of the Work and a five (5)-year extended reporting period after Final Completion.

f. Professional Liability Insurance. Design-Builder or Lead Engineer shall procure and maintain Professional Liability insurance. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the Agreement Date. The policy must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under the Agreement. The insurance must be maintained for at least five (5) consecutive years after Final Completion. During this additional 5-year period, Design-Builder shall annually and upon request of Owner submit written evidence of this continuous coverage. Limits shall be no less than \$2,000,000 per claim and \$4,000,000 general aggregate.

g. Cyber. Design-Builder shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Design-Builder, its agents, representatives, or employees. Design-Builder shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, shall be maintained with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design-Builder in this agreement and shall include, but not be limited

to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

h. Umbrella/Excess Liability Insurance. Excess liability insurance and/or umbrella liability insurance may be used to satisfy the above obligations. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: (1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; (2) be payable on behalf of wording as opposed to reimbursement; (3) have concurrency of effective dates with primary policies; (4) "follow form" to the underlying primary policies; and (5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

### **Insurance to be Maintained by First-Tier Design Consultants and Subcontractors**

General and Limits. Design-Builder will cause all first-tier Design Consultants and Subcontractors to procure and maintain the following minimum insurance coverages or be responsible for maintaining such coverages on behalf of each party. The policies shall satisfy the same requirements as set forth above for Design-Builder, with the exception of the limits which are set forth below. Owner Indemnitees shall be additional named insureds on each such policy on a primary, non-contributory basis for the coverages set forth in paragraphs (a), (b) and (d) below.

a. Commercial General Liability Insurance. Limits in an amount no less than \$2,000,000 per occurrence and in the aggregate annually.

b. Automobile Liability Insurance. Limits in an amount not less than \$1,000,000 combined single limit for each accident.

c. Workers' Compensation and Employer's Liability Insurance. Statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1,000,000 bodily injury by accident, each accident, and \$1,000,000 bodily injury by disease, each employee.

d. Umbrella/Excess Liability Insurance. For Subcontracts valued at more than \$1,000,000, umbrella/excess coverage shall be in the amount of \$3,000,000 per occurrence and in the aggregate annually.

CCIP. Should Design-Builder implement a contractor-controlled insurance program ("CCIP") providing compliant insurance for all participants with regard to on-site activities, all first-tier Subcontractors enrolled in the CCIP shall still be responsible for procuring and maintaining automobile liability insurance and the other insurance coverages noted above with regard to off-site work. Owner Indemnitees shall be included as additional named insureds on a primary, non-contributory basis for the applicable insurance coverages set forth in paragraphs (a), (b) and (d) above.

## **Insurance to be Maintained by Suppliers**

Design-Builder shall require Suppliers to purchase and maintain commercial general liability, automobile liability and any other insurance that is appropriate for their participation in the Project.

**Subcontractors:** Design-Builder must enter into a written and executed contract agreement with each of its subcontractors, subconsultants, and/or any other parties (“subcontractor” or “subcontractors”) that provide materials, services, or perform construction or other work on or for the Project. The contract agreement must contain a defense, indemnification, and hold harmless provision in favor of the Owner, its officials, officers, agents, and employees. The contract agreement shall also cause the subcontractor to comply with the insurance requirements required of Design-Builder under this Agreement, except for Builder’s Risk Insurance and Professional Liability insurance if subcontractor will not be providing design or engineering services. Design-Builder shall obtain certificates of insurance and required policy endorsements from each of its subcontractors and provide a copy to the Owners upon request.

## **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Design-Builder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Design-Builder’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the Design-Builder’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Design-Builder’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Umbrella or Excess Policy:** The Design-Builder may use Umbrella or Excess Policies to provide the liability limits as required in this contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Design-Builder’s primary and excess liability policies are exhausted.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation:** Design-Builder hereby grants to City a waiver of any right to subrogation which any insurer of said Design-Builder may acquire against the City by virtue of the payment of any loss under such insurance. Design-Builder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Design-Builder to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Design-Builder or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Design-Builder to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

**Claims Made Policies (note: should be applicable only to professional liability, see below):** If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Design-Builder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**Verification of Coverage:** Design-Builder shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Design-Builder's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**APPENDIX I  
PROPOSAL FEE INSTRUCTIONS**

For purposes of this solicitation, Phase 1 (Pre-Construction) refers to preconstruction and design development services performed up to the execution of the Guaranteed Maximum Price (GMP). Phase 2 (Construction) refers to completion of design documents, agency permitting, construction administration, and construction of the Project.

**1. ATTACH: Phase 1 (Pre-Construction) Staffing and Hourly Rates Table**

Attach a table to the proposal showing the planned staffing to be assigned during Phase 1 and list all individuals by name, job classification, whether they are existing employees or independent consultants, estimated number of hours, and hourly rate (including all markups). Also include a total of all hours planned to be expended.

**2. ATTACH: Phase 2 (Construction) Staffing and Hourly Rates Table**

Attach a table to the proposal showing the planned staffing to be assigned to site management during Phase 2 and list all individuals by name, job classification, whether they are existing employees or independent consultants, estimated number of hours, and hourly rate (excluding overhead and profit). Also include a total of all hours planned to be expended.

Proposers should assume a total construction duration of twenty-one (21) months, inclusive of mobilization and closeout of both the temporary and permanent facilities, which takes into account a phased build-out approach in order to maintain operational continuity; however, the final construction duration and sequencing will be confirmed and refined in coordination with the Design-Builder during Phase 1 services.

**3. ITEMIZE: Design-Builder Service Fees**

The Design-Builder shall propose fees for the Project as follows:

Phase 1 (Pre-Construction) Services Fee

Provide an itemized, not-to-exceed amount to cover all Phase 1 services, including the following components as defined.

- Design services - including program validation, conceptual design, schematic design and design development - necessary to support development of the GMP, but excluding construction documents and construction administration, which shall be part of Phase 2.
- Pre-construction services such as estimating, scheduling, phasing/logistics planning, and constructability reviews for the Design-Builder, subcontractors, consultants and others. Include all meetings and presentations outlined in the scope of work.
- Overhead and profit on design and pre-construction services.

Design Services:                   \$ \_\_\_\_\_  
Pre-Construction Services:    \$ \_\_\_\_\_  
Overhead and Profit:            \$ \_\_\_\_\_

Phase 2 (Construction) Services Fee

Provide an itemized breakdown for Phase 2 services, including design completion, construction administration, general conditions and applicable markups, as noted.

- Design completion and construction administration services including design consultant fees for preparation of construction documents, agency permitting, and construction administration through Project closeout. Identify the basis of these fees (as a lump sum or percentage of construction).
- General conditions (GC) / general requirements (GR) should include all staff and facilities to be located at the construction site and necessary to manage the construction of the Project, but not including overhead and profit. Proposers shall express GC/GR costs on a monthly basis, inclusive of all on-site personnel and expenses required to manage the Project construction.
- Overhead and profit stated as a percentage of the total estimated design and construction cost.
- Payment and performance bonds stated as a percentage of total estimated design and construction cost.

Design Completion /  
Construction Document Services:                   \$ \_\_\_\_\_

Construction Administration Services:           \$ \_\_\_\_\_

General Conditions / General  
Requirements:   \$ \_\_\_\_\_

Overhead and Profit Percentage:               \$ \_\_\_\_\_

Payment and Performance  
Bonds Percentage:                                   \$ \_\_\_\_\_

**NOTE: GMP Amendment**

Percentages and fees proposed herein will serve as the basis for negotiation of the Guaranteed Maximum Price (GMP) Amendment and will apply to the agreed-upon cost of work at that stage (of the Project).

**CITY OF REDONDO BEACH**

REQUEST FOR QUALIFICATIONS / PROPOSALS

**RFQ/P# 2X26-00X**



**PROGRESSIVE DESIGN-BUILD (PDB) SERVICES  
FOR THE CITY'S BOND MEASURE (FP) PROJECT TO  
REBUILD THE POLICE DEPARTMENT HEADQUARTERS  
AND RENOVATE THE POLICE ANNEX FACILITY**

CITY OF REDONDO BEACH  
Public Works Department  
Engineering Services Division  
415 Diamond Street, Door 2  
Redondo Beach, CA 90277  
(310) 697-4661  
(310) 374-4828 (fax)

Issued: January 29, 2026

**Responses Due: March 13, 2026 by 5:00 PM (PST)**

REQUEST FOR QUALIFICATIONS / PROPOSALS

**REQUEST FOR QUALIFICATIONS / PROPOSALS  
PROGRESSIVE DESIGN-BUILD SERVICES - MEASURE FP - POLICE FACILITIES**

**CONTENTS**

	<u><b>Page No.</b></u>
<b>SECTION 1 - INTRODUCTION</b>	<b>1</b>
1.1 OVERVIEW	1
1.2 SUBMISSION OF PROPOSAL	1
1.3 PROPOSAL FORMAT	2
1.4 OPENING OF PROPOSALS	2
1.5 RIGHT OF REJECTION BY CITY	2
1.6 ACCEPTANCE OF PROPOSALS	2
1.7 TERM OF WITHDRAWAL	2
1.8 SELECTION PROCESS	2
1.9 EVALUATION CRITERIA	3
1.10 INTERPRETATIONS	3
1.11 NONDISCRIMINATION	3
1.12 OFFICE LOCATION / TRAVEL	3
1.13 ORGANIZATIONAL CONFLICT OF INTEREST POLICY	3
<b>SECTION 2 - OWNER'S PROJECT CRITERIA</b>	<b>4</b>
2.1 VISION, GOALS AND OBJECTIVES	4
2.2 LOCATION	5
2.3 PROGRAM / SCOPE	5
2.4 DESIGN CHARACTER	6
2.5 PERFORMANCE STANDARDS / TECHNICAL SPECIFICATIONS	7
2.6 FUNDING / BUDGET	7
2.7 SCHEDULE / TIMELINE OVERVIEW	8
<b>SECTION 3 - SCOPE OF SERVICES</b>	<b>9</b>
3.1 GENERAL CONTRACT TERMS / CONDITIONS	9
3.2 RESPONSIBILITIES AND STANDARD OF CARE	10
3.3 PHASE 1: PRE-CONSTRUCTION / DESIGN DEVELOPMENT	10
3.4 PHASE 2: CONSTRUCTION AND CLOSEOUT SERVICES	17
<b>SECTION 4 - PROCUREMENT PROCESS</b>	<b>22</b>
4.1 PUBLIC CONTRACT CODE	22
4.2 RESPONSE AND SELECTION PROCEDURE	22
4.3 PROCUREMENT SCHEDULE	23
4.4 MANDATORY PRE-PROPOSAL CONFERENCE / MEETING	23
<b>SECTION 5 - SUBMITTAL REQUIREMENTS</b>	<b>23</b>
5.1 FORMAT AND CONTENT	23
5.2 TRANSMITTAL / INTRODUCTION LETTER	24

5.3	FIRM PROFILE: TECHNICAL / MANAGEMENT QUALIFICATIONS	24
5.4	TEAM ORGANIZATION AND KEY PERSONNEL	25
5.5	RELEVANT EXPERIENCE WITH SIMILAR PROJECTS	26
5.6	DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE	27
5.7	CONSTRUCTION PAST PERFORMANCE	27
5.8	PROJECT UNDERSTANDING AND APPROACH	27
5.9	DESIGN AND ENGINEERING PLAN	28
5.10	CONSTRUCTION MANAGEMENT PLAN	28
<b>SECTION 6 - EVALUATION AND SELECTION</b>		<b>29</b>
6.1	EVALUATION CRITERIA FACTORS	29
6.2	SELECTION PROCESS	29
6.3	NOTE ON CONTRACT DOCUMENTS	30
<b>SECTION 7 - INTEGRATED DELIVERY CONSIDERATIONS</b>		<b>30</b>
7.1	INTEGRATED PDB DELIVERY ACROSS ALL FACILITIES	30
<b>SECTION 8 - CITY'S TECHNICAL ADVISOR</b>		<b>30</b>
8.1	DESIGN ASSIST SERVICES	30
<b>APPENDICES</b>		<b>31</b>
A	OTHER TERMS AND CONDITIONS	31
B	DESIGN-BUILD FIRM QUESTIONNAIRE	36
C	DESIGNATION OF SUBCONTRACTORS LIST	37
D	CONFLICT OF INTEREST DISCLOSURE	38
E	NON-COLLUSION DECLARATION	39
F	PERFORMANCE BOND	40
G	LABOR AND MATERIAL PAYMENT BOND	43
H	INSURANCE REQUIREMENTS	46
I	PROPOSAL FEE INSTRUCTIONS	51
<b>EXHIBITS</b>		
1	PROGRESSIVE DESIGN-BUILD AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND DESIGN-BUILDER	
1.1	GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER	

**REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P) FOR THE CITY'S  
BOND MEASURE (FP) PROJECT TO REBUILD THE POLICE DEPARTMENT  
HEADQUARTERS AND RENOVATE THE POLICE ANNEX FACILITY**

**Issuing Office:** Public Works Department - Engineering Services Division

**Date:** January 29, 2025

**SECTION 1 - INTRODUCTION**

**1.1 OVERVIEW**

The City of Redondo Beach (City/Owner) is issuing this Request for Qualifications/Proposals (RFQ/P) to qualified entities (Respondent/Proposer) interested in providing Progressive Design-Build (PDB) services for the renovation, modernization and transformation of the Police Department's Headquarters and Annex facilities as part of the Measure FP, Public Safety Services Bond Measure Project (Project).

In accordance with California Public Contract Code Section 22185.3, this RFQ/P has been prepared and issued in order to select a PDB team - comprised of a general contractor, architect, subconsultants and trade partners - to execute the Project. The City may evaluate submissions based solely upon the information provided in each Respondent's statement of qualifications (SOQ) and proposal and may also interview some or all of the PDB entities to further evaluate their qualifications for the project.

Utilizing the PDB model, the successful Respondent (Design-Builder) will provide comprehensive design and construction services for the Project in two (2) phases.

Phase One (1) Services: Design-Builder shall perform the services of design, pricing, and other preconstruction services for the Project based on the Owner's Project Criteria and shall perform such services to the level of completion required for the Design-Builder and Owner to establish the contract price for Phase 2, as set forth below. The Guaranteed Maximum Price (GMP) for Phase 2 shall be developed during Phase 1 on an "open-book" basis and based on refined scope, schedule and cost estimates.

Phase Two (2) Services: Design-Builder's services shall consist of the completion of all construction documents, procurement of all materials and equipment, performance of construction services, the start-up, testing and commissioning, and the provision of warranty services for the Project.

Note: The City is not obligated to proceed to Phase 2 if agreement on the GMP, schedule or completion date cannot be reached. In such case, the City retains full ownership of all work products and materials produced during Phase 1 and may utilize them for subsequent procurement or Project completion by other PDB entities.

**1.2 SUBMISSION OF PROPOSAL**

Proposals shall be submitted electronically via the City's online purchasing portal, which can be found at <https://procurement.opengov.com/portal/redondo>, by 5:00 PM (PST) on March 13, 2026. Any proposal not received prior to the time set forth in this RFQ/P (or an addendum) may be disqualified.

### 1.3 PROPOSAL FORMAT

The submittal package (Proposal) shall consist of electronic, bookmarked pages in Portable Document Format (PDF). Proposals deemed to be incomplete or marred by other deficiencies may be rejected without further consideration.

### 1.4 OPENING OF PROPOSALS

Proposals will be opened and evaluated by the assigned Evaluation Committee after the submittal deadline. The proposals will not be publicly read (Government Code Section 6250 et. seq.). Once a proposal has been submitted, it will not be returned.

### 1.5 RIGHT OF REJECTION BY CITY

The City expressly reserves the right, at its sole discretion, to reject any and all proposals and solicit new proposals with modified terms and conditions. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any informalities in conjunction with the proposals.

### 1.6 ACCEPTANCE OF PROPOSALS

Within sixty (60) days after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm or firms (as determined by the Evaluation Committee thorough review of written proposals) may be requested to submit additional information or participate in interviews (either online or in person). The City reserves the right to enter into negotiations to produce a contract for services with a single entity. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations may commence with the second highest ranking firm or team.

### 1.7 TERM OF WITHDRAWAL

All fee proposals shall be firm offers and may not be withdrawn for a period sixty (60) days following the date set forth above in Section 1.2.

### 1.8 SELECTION PROCESS

The selection process will be informed by the following standards:

1.8.1 Adherence to Format: A proposal should adhere to the format outlined in this RFQ/P in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFQ/P.

1.8.2 Proposal Evaluation: An Evaluation Committee will evaluate the proposals utilizing criteria listed in Section 1.9, and throughout this document, and may utilize the services of appropriate experts to assist in the evaluation process.

1.8.3 Oral Interview: The City may, at its option, invite one or more of the highest-ranking firms/teams to make a verbal presentation to the Evaluation Committee to provide additional requested information or answer questions regarding the proposal.

## 1.9 EVALUATION CRITERIA

Proposals will be reviewed and evaluated by the Evaluation Committee based on the information provided in each proposal. Selection will be made on a "best qualified" basis.

Criteria for selection will include, but not be limited to:

- 1.9.1 Overall qualifications of firm and key team members, such as experiences and expertise of project manager(s), and availability and qualifications of other key personnel, consultants and sub-contractors.
- 1.9.2 Prior experience, references, and successful completion of similar projects.
- 1.9.3 Understanding of the City's program needs, objectives and goals for the Project.
- 1.9.4 Technical ability, such as methodology and stated approach to the Project.
- 1.9.5 Capacity of firm to complete Project per the City's timeline and within budget.
- 1.9.6 Overall organization and quality of the proposals.

## 1.10 INTERPRETATIONS

All questions regarding the meaning or intent of the information provided in this RFQ/P, including procedures, specifications and contract provisions, shall be submitted via the City's online procurement portal (<https://procurement.opengov.com/portal/redondo>), and no later than February 26, 2026, 5:00 PM PST.

Questions that result in a significant interpretation of, or change in, the RFQ/P will be made by the City issuing an addendum to all recipients of the RFQ/P, and acknowledgement of any such addendum(s) shall be a part of the proposal. The City will not be responsible for any informal interpretation of the RFQ/P.

## 1.11 NONDISCRIMINATION

The consultant, with regard to the work performed by it during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this agreement.

## 1.12 OFFICE LOCATION / TRAVEL

The City does not intend to house any consultant at the City's offices. The City does not intend to reimburse any consultant for personnel relocation under this agreement. Consultant's proximity to the City may be considered during the RFQ/P evaluation.

## 1.13 ORGANIZATIONAL CONFLICT OF INTEREST POLICY

A conflict-of-interest checklist is to be used by all Respondents, including subconsultants, to assist in the screening for potential organizational conflicts of interest. The checklist will only serve as a guide and there may be additional potential conflict situations not covered, and should the Respondent determine a potential conflict of interest exists that is not covered by the checklist, that potential conflict must still be disclosed.

## SECTION 2 - OWNER'S PROJECT CRITERIA

### 2.1 VISION, GOALS AND OBJECTIVES

The City's Measure FP Project is a voter-approved \$93,350,000 general obligation bond measure to fund the reconstruction of Fire Stations No. 1 and 2 and the modernization of Police facilities, including the Headquarters and Annex buildings, in an expedient manner within the established budget in order to enhance public safety operations.

**This RFQ/P is focused solely on the transformation of Police Department facilities, including the Headquarters and Annex buildings,** for the Measure FP Project and the following defines the fundamental programmatic, performance and quality requirements that will guide design and construction under the PDB approach, which may be modified during Phase One (1) (Preconstruction/Design Development), subject to Owner approval, and defines the standards against which the Guaranteed Maximum Price (GMP) proposal will be evaluated before proceeding to Phase Two (2) (Final Design and Construction).

#### 2.1.1 Vision Statement

The City envisions a unified, modern, cohesive and operationally efficient PD campus, through the selective renovation, expansion and/or replacement of existing PD facilities, which supports effective law enforcement practices, promotes excellence in policing, and enhances community/public safety.

#### 2.1.2 Key Goals and Objectives

##### a. Phased Redevelopment with Operational Continuity

As the City's Police Department (RBPD) must remain fully operational throughout the duration of the Project, the Design-Builder will be responsible for developing a detailed phasing and transition plan that ensures the uninterrupted provision and deployment of public safety services. This includes coordination of temporary workspaces, secure access routes and vehicle parking, and utility connections, which will be critical to maintaining operations and minimizing potential disruptions to PD personnel and the public.

##### b. Program-Driven Facility Replacement

The redevelopment effort will be guided by the City's established programmatic needs and operational priorities, including the goal of consolidating key PD units and divisions under one roof or within a cohesive campus. The design should promote efficient circulation, functional adjacencies between units, secure access points, and adaptable spaces that support modern policing practices and take into account ever evolving, future technology needs.

##### c. Cost Effectiveness and Long-Term Value

In collaboration with the PDB team, the City aims to emphasize cost-conscious design and construction solutions; leverage open-book cost estimating, value engineering and life-cycle cost analysis; and invest in durable, low-maintenance materials and systems that extend the useful life of City assets.

d. Integrated and Collaborative Delivery

The PDB process will require close collaboration between the City, and more specifically the Police Department, and the Design-Builder to refine design documents, validate costs, and establish a GMP aligned with the approved budget and scope. As such, the Design-Builder must demonstrate an ability to coordinate design progression with financial, permitting and construction readiness in order to minimize downtime and accelerate delivery.

e. Operational Efficiency and Site Functionality

The Project must balance functionality, safety and aesthetics while enhancing both operational performance and civic presence. The Design-Builder should evaluate existing facilities, site circulation and secure zones in order to propose layouts that improve workflow, enhance staff and public access, and integrate critical law enforcement functions.

f. Collaborative and Transparent Team Culture

The City seeks a Design-Builder with proven experience delivering public safety facilities utilizing alternative or innovative delivery models, particularly those involving phased operations and temporary facilities, in order to yield a strong, transparent and collaborative working relationship centered around communication, problem solving and trust.

## 2.2 LOCATION

The Project is a multi-phase initiative to reimagine, upgrade and unify the existing PD Headquarters and Annex facilities into a modern, high-performing and operationally resilient campus that meets current and future law enforcement and public safety needs.

2.2.1 Police Headquarters (PD HQ): 401 Diamond Street: 19,152 SF

2.2.2 Police Annex Building (PD AB): 200 N Pacific Coast Hwy: 11,226 SF

## 2.3 PROGRAM / SCOPE

Several options could be pursued and further explored to reach the highest and best use possible for PD operations based on the footprint or square feet of the existing facilities combined with any new construction, all within the budget cap/allocation.

This might encompass targeted structural upgrades for specific support functions; expansion of existing facilities based on essential versus adaptive reuse for non-essential operations; a hybrid approach of selective demolition/rebuild and renovation; and/or a phased implementation of a new PD building footprint over time.

The following are intended as general use and occupancy objectives for a combined PD HQ campus or facility, and given the City's public and institutional zone regulations allow for building height up to forty-five (45) feet or three (3) stories, a new PD HQ could feasibly be located adjacent to the existing footprint with a redesigned presence next to City Hall.

### 2.3.1 Administration

- a. Office of the Chief / Command Staff Offices
- b. Administrative Support Areas / Conference Rooms

### 2.3.2 Support Services

- a. Personnel & Training Unit
- b. Records Unit
- c. Communications / Dispatch Center
- d. Real-Time Information Center (R.T.I.C.) / War Room
- e. Task Force Unit
- f. Technical (Dedicated IT) Support Space
- g. Property & Evidence / Crime Lab
- h. Court Liaison Unit

### 2.3.3 Patrol Bureau

- a. Patrol Division
- b. Jail Unit

### 2.3.4 Special Operations Bureau

- a. Investigations Division
- b. Special Operations Division
- c. Traffic Unit
- d. Community Services Unit
- e. Parking / Animal Control & Code Enforcement

### 2.3.5 Common Areas / Support Spaces

- a. Public Lobby
- b. Staff Support Spaces
- c. Locker Area

### 2.3.6 Amenities

- a. Multipurpose / Training Rooms
- b. Fitness / Wellness Center

### 2.3.7 Overflow / Long-Term Storage

- a. Note: Long-term property and evidence is currently housed offsite, and the goal would for this to be relocated to the consolidated PD campus as envisioned.

## 2.4 DESIGN CHARACTER

The redevelopment of the PD facilities should strive to maintain compatibility and continuity with the existing Civic Center site and adjacent neighborhoods.

### 2.4.1 Core Improvements

Modernization and/or replacement of existing PD buildings should address the City's identified programmatic needs, and improvements shall include upgrades to spaces and areas housing key law enforcement functions, and the design thereof should optimize circulation, adjacencies and workflow.

#### 2.4.2 Temporary Operations Support

While the City will directly procure any necessary temporary modular facilities, the PDB team will be responsible for designing and implementing any associated site improvements, grading and utility connections required to ensure the temporary facilities are fully functional and aligned with the approved construction schedule.

#### 2.4.3 Site Enhancements

Upgraded utilities, secure staff and public parking areas, pedestrian and vehicle circulation, fencing, lighting, and landscaping designed to enhance the overall PD campus functionality. Site improvements should take into account necessary, separate access points or zones based on critical law enforcement operations.

#### 2.4.4 Sustainability and Resiliency

Incorporation of durable, energy-efficient systems, inclusive of backup power generation, and design strategies that reduce long-term maintenance costs and improve building performance under emergency and post-disaster conditions.

#### 2.4.5 Future Scalability

Design flexibility to accommodate future technology integration, evolving staff needs, and the potential expansion or reconfiguration of facilities without significant operational disruption.

### 2.5 PERFORMANCE STANDARDS / TECHNICAL SPECIFICATIONS

2.5.1 Structural and seismic compliance for essential services buildings with 75-year design life, and meets or exceeds standards for critical law enforcement operations as promulgated by the International Association of Chiefs of Police (IACP).

2.5.2 Functional and operational systems, including mechanical, electrical, and plumbing (MEP), designed for high reliability and with redundancy.

2.5.3 Environmental and energy efficiency standards in compliance with California Title 24 requirements.

2.5.4 Sustainability, durability and resiliency factors and construction materials that utilize a low maintenance, life-cycle replacement planning/cost orientation.

### 2.6 FUNDING / BUDGET

The total approved Measure FP bond funding authorization is \$93,350,000 with roughly \$45,350,000 set aside for advancing the PD facilities modernization Project. The estimated direct construction cost, for purposes of fee proposal calculation, is \$32,000,000, inclusive of new facilities and temporary site improvements.

Key cost components include but are not limited to construction; geotechnical (e.g., soils reports); deputy testing/inspections; architectural and engineering services; furniture, fixtures and equipment; temporary facilities and relocation expenses; electronic systems and special equipment; utility connection services and fees; and program and construction management firm overhead, fees and reimbursables.

The City’s previously approved contingency is roughly ten percent (10%), and all escalation allowances shall be tracked separately. The City will withhold five percent (5%) retention from all Phase 2 or early work package payments for work performed. The Design-Builder shall develop and maintain an open-book cost model, updated at each design milestone with life-cycle cost analysis completed throughout, and GMP validation must demonstrate budget alignment before Phase 2 authorization.

2.7 SCHEDULE / TIMELINE OVERVIEW

The work to be performed under the established contract will be informed by the following, anticipated milestones with the understanding that time is of the essence to this Project.

2.7.1 Phase 1: Pre-Construction / Design Development

Utilizing the City’s established programmatic space needs and functional requirements to advance design, validate scope and confirm existing site and utility conditions, the PDB team will develop a GMP during the design development stage. This phase will encompass cost modeling, constructability reviews and schedule development.

Moreover, the Design-Builder will also prepare a detailed, phased and operational continuity plan that ensures uninterrupted emergency-response operations during construction and coordination of temporary site improvements and utility connections to support modular facilities and associated equipment to be procured directly by the City.

2.7.2 Phase 2: Construction

Upon mutual agreement of the GMP, proposed schedule and execution of the Phase 2 Amendment, the Project will transition into construction. This phase may include selective renovation, expansion and/or replacement of existing facilities along with necessary site improvements and infrastructure upgrades.

The new, expanded and/or modernized facilities shall be delivered as code-compliant, seismically resilient, energy-efficient, technologically adaptable and future-ready assets that enhance operational readiness and serve the City well into the future.

<u>2.7.3 Target Completion Schedule</u>	<u>Est. Duration</u>	<u>Est. Completion</u>
Notice to Proceed to Phase One (1)	Start / NTP	Spring 2026
Phase 1 - Design & Concept Review	4 Months	Summer 2026
Phase 1 - GMP Development/Negotiation	3-4 Months	End of 2026
Notice to Proceed to Phase Two (2)	Month 9	Start of 2027
Phase 2 - Construction Docs/Early Work	5 Months	Summer 2027
Phase 2 - Substantial Completion	24 Months	Summer/Fall 2029

## **SECTION 3 - SCOPE OF SERVICES**

The scope of work to be performed by the Design-Builder during both Phase 1 and Phase 2 are specified herein and with reference to the attached Contract Documents, which include the Progressive Design-Build Agreement, General Conditions of Contract, and various associated exhibits, appendices and amendments, where applicable.

California Senate Bill No. 706: Public Contracts: Progressive Design-Build: Local Agencies (2023-2024), an act to add and repeal Chapter 4.7 (commencing with Section 22185) of Part 3 of Division 2 of the Public Contract Code, relating to public contracts, also governs the progressive design-build (PDB) procurement process for public agency capital projects.

### **3.1 GENERAL CONTRACT TERMS / CONDITIONS**

#### **3.1.1 No Guarantee for Award**

There is no guarantee that the City will award a contract for any portion of this Project, including for the Phase 1 or Phase 2, and the Design-Builder will not be entitled to recover any costs, anticipated profit or monetary award(s) for proposal preparation in the event the City decides not to award a contract or if the City does not award a contract to a particular Proposer.

#### **3.1.2 Wage Rates / Requirements**

The Design-Builder is required to comply with all applicable prevailing wage requirements and/or regulations, including but not limited to California Labor Code Section 1720 et seq., and those requirements and regulations that are deemed included in the proposal documents. State prevailing wage requirements are published by the California Department of Industrial Relations ([www.dir.ca.gov](http://www.dir.ca.gov)).

#### **3.1.3 Labor Compliance**

The Design-Builder, and the subcontractors, of every tier, shall be registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Sections 1725.5 and 1771.1, for the duration of time that the contractor is performing work under the construction documents. Neither the contractor nor any subcontractor shall be qualified to submit a bid or proposal or be listed in a bid or proposal subject to the requirements of Section 4104 of the California Public Contract Code or engage in the performance of work under the contract documents unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The contractor shall not enter into any subcontract without proof of the potential subcontractor's registration. If an unregistered contractor submits a proposal, the City will deem such a proposal as non-responsive. If any unregistered contractor or subcontractor performs work on this Project at any time, the City has the right to terminate the contract for cause.

#### **3.1.4 Skilled and Trained Workforce**

The Design-Builder shall provide with its submittal an enforceable commitment to the City that the Design-Builder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9, commencing with Section 2600, of Part 1 of the California Public Contract Code.

### 3.1.5 Equal Employment Opportunity

The Design-Builder shall comply with all applicable federal, state and local laws, rules and regulations regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or any other lawful reason.

### 3.1.6 CEQA Compliance

The Design-Builder shall ensure that the Project design complies with the California Environmental Quality Act (CEQA). Based on the existing environmental documentation, assuming consistency with the City's General Plan and zoning provisions and leveraging prior Environmental Impact Report (EIR) work completed for the existing facilities, it is anticipated that a CEQA Exemption Memo will serve as the most appropriate path for compliance.

## 3.2 RESPONSIBILITIES AND STANDARD OF CARE

The standard of care for all professional services performed to execute the work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. The Design-Builder shall also perform the design and construction so that the work meets or exceeds the performance requirements set forth in the Owner's Project Criteria, the Initial Project Scope and/or the Basis of Design Documents.

The Design Builder shall perform all activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents and in accordance with applicable legal requirements and governmental approvals. The Design-Builder accepts full responsibility for:

3.2.1 Design quality, coordination, and code compliance;

3.2.2 Professional engineering and architectural standards;

3.2.3 Constructability, cost control, and schedule integration;

3.2.4 Temporary facilities siting and functionality;

3.2.5 Operational continuity for public safety operations during construction;

3.2.6 Preparation of complete and coordinated Construction Documents; and

3.2.7 GMP development using transparent, open-book methodologies.

## 3.3 PHASE 1: PRE-CONSTRUCTION / DESIGN DEVELOPMENT

Preconstruction and progressive design services will include collaborative design development, scheduling, cost estimating and risk analysis to support the City's goals, and the selected Design-Builder shall not begin services until the City issues a formal Notice to Proceed (NTP) for Phase 1: Preconstruction. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed (NTP), unless the parties mutually agree otherwise in writing, and shall include the following tasks identified and per the Contract Documents.

<u>Task 1: Project Initiation: Program Validation and Alignment</u>			
1A	Kickoff Meeting	Design-Builder, City staff and Owner's Representative shall meet to confirm Project team members and overall goals, review program documents, and clarify temporary provisions.	Within 7 days of NTP
1B	Alignment Workshops	Process intended to validate alignment of Owner's Project Criteria with initial scope, cost model(s), schedule assumptions, budget, phasing and baseline program in order to ensure early consensus.	Within 30 days of NTP
1C	Deliverables	<ul style="list-style-type: none"> <li>• Review and validate program materials completed during the Strategic Planning Phase.</li> <li>• Evaluate operational requirements for RBPD.</li> <li>• Establish baseline assumptions for scope, schedule, budget and risk.</li> <li>• Provide documentation of alignment decisions.</li> </ul>	Within 30 days of NTP
<u>Task 2: Project Management: Reporting, Meetings and Plans</u>			
2A	Action Item Log	Design-Builder shall maintain a dedicated log to track key actions (to be) completed by the team to progress the Project, and such log(s) shall have: <ul style="list-style-type: none"> <li>- Date(s) that the actions are recorded;</li> <li>- Party/person responsible to complete action(s);</li> <li>- Project component related to the action; and</li> <li>- Action due date(s) and other pertinent notes.</li> </ul>	Ongoing, as actions and decisions are made.
2B	Decision Log	Design-Builder shall maintain a dedicated log to track key Project decisions that shall include: <ul style="list-style-type: none"> <li>- Date(s) the decision was recorded;</li> <li>- Project component related to the decision; and</li> <li>- Pertinent notes or docs that contain record of the decision (e.g., meeting, email, etc.).</li> </ul>	Ongoing, as actions and decisions are made.
2C	Design Log	Design-Builder shall maintain and provide to the Owner for review a Design Log, including a full listing of Reliable Design Decisions and all changes to the Basis of Documents, for the sole purpose of tracking the development of design decisions.	Weekly, and after every design review.
2D	Trend Log	Design-Builder shall maintain a log of issues that have been identified by the Design-Builder or Owner during the design process that may cause change to the Owner's program, the Basis of Design Documents and/or any commercial term.	At request of Design-Builder or Owner.

2E	Risk Register	<p>Design-Builder shall provide risk management, identifying Project risks for both Phase 1 and Phase 2 and documenting such risks in the Project Risk Register, and update it regularly as new risks are identified, with the following information included:</p> <ul style="list-style-type: none"> <li>- Risk identification and description;</li> <li>- Project component(s) related to the risk;</li> <li>- Estimated likelihood risk will occur;</li> <li>- Potential impact (e.g., cost, schedule, material, design, etc.) should risk occur; and</li> <li>- Risk management/mitigation strategy.</li> </ul>	Updated/ revised as necessary/ regularly.
2F	Quality Assurance/ Quality Control	<p>Design-Builder shall develop a Quality Assurance/Quality Control (QA/QC) Plan for implementation, and be reviewed and approved by the Owner, and shall include or reference all of the following:</p> <ul style="list-style-type: none"> <li>- Purpose and objective;</li> <li>- QA/QC team, roles and responsibilities;</li> <li>- Technical memorandum of QC process;</li> <li>- Design submittal QC process; and</li> <li>- Proposed QA/QC documentation and forms.</li> </ul>	Utilized for ongoing execution of scope of work.
2G	Information Mgmt. Plan	<p>Design-Builder and Owner shall agree upon the software and the format for the transmission of Electronic Data (i.e., document storage, format, transmittal protocols, etc.). Each party shall be responsible for securing the legal rights thereto.</p>	Mutually agreed upon format(s).
2H	Progress Reporting Protocol	<p>Design-Builder shall submit a monthly progress report with each monthly invoice, which shall include:</p> <ul style="list-style-type: none"> <li>- Written narrative summarizing work performed over the past (30-day) progress period and work planned in the next (30-day) progress period;</li> <li>- Monthly progress schedule accounting for the status of activities in Project Baseline Schedule;</li> <li>- Any recommended modifications to the Project Baseline Schedule;</li> <li>- Estimated spending for the next three months;</li> <li>- Updated design, decision and trend logs;</li> <li>- Updated Risk Register; and</li> <li>- Monthly invoice (reference Article 6 - Payment of General Conditions as to required format and monthly periodic deliverables) and supporting documentation including budget status update.</li> </ul>	Monthly, and attached to each Application for Payment.

2I	Meetings / Workshops  Agendas & Look-Ahead Schedule(s)	<p>Design-Builder shall facilitate and serve as the primary lead for meetings, calls and/or workshops as required to move the Project forward, and for each meeting, Design-Builder shall develop an agenda prior to, submit meeting minutes to the Owner within three (3) business days after, and include a list of action items resulting from the meeting.</p> <p>Bi-weekly progress meetings shall inform the Owner of performance, budget status, scope changes, and to resolve issues relating the Project budget, work quality and performance. These shall include a Look-Ahead Schedule to help identify any roadblocks, constraints, and resource needs based on the last and future progress meetings.</p> <p>Prior to the submission of key design deliverables, Design-Builder shall facilitate design workshops to inform the Owner of design development and to solicit Owner’s input on design decisions. Following the submission and timely review of design deliverables, Design-Builder shall facilitate review meetings to discuss Owner’s review comments.</p>	<p>Biweekly progress meetings</p> <p>Design workshops and review meetings for each design milestone.</p>
<u>Task 3: Site Investigation and Due Diligence</u>			
3A	Inspection of Site Conditions	Design-Builder shall obtain and review with the City all available site conditions, geotechnical, environmental and building data, and civil and topographic surveys along with any other due diligence items requiring further investigation.	Within 60 days of NTP
3B	Site and Design Alignment	Findings should directly inform the initial design and subsequent design phases, ensuring alignment of design strategies with actual site conditions.	Within 60 days of NTP
3C	Deliverables	<ul style="list-style-type: none"> <li>• Review all existing reports, surveys, and studies provided by the City.</li> <li>• Identify gaps requiring any supplemental field testing, inspections or investigations.</li> <li>• Due diligence necessary for Design Development, including geotechnical, utilities, hazmat, structural assessment, surveys, etc.</li> <li>• Incorporate findings into CD, SD, DD and GMP deliverables as referenced herein.</li> </ul>	Within 60 days of NTP, unless additional follow-up necessary within Phase 1.

<u>Task 4: Temporary Facilities Planning</u>			
4A	Objective	Temporary PD facilities will potentially be hosted/located in modular buildings, separately/independently procured by the City, and/or at the Annex facility, while the Design-Builder will be responsible for any necessary site preparation work, including design and construction within the GMP.	Ready for occupation at start of Phase 2
4B	Deliverables	<ul style="list-style-type: none"> <li>• Prepare temporary facility site design inclusive of grading, utilities, circulation, access control, emergency vehicle pathways, and security measures for personnel and equipment.</li> <li>• Integrate the modular building footprint(s), loads, and utility demands into civil, structural, mechanical, electrical, and plumbing (MEP) design for efficient, code-compliant operations.</li> <li>• Prepare construction documents for all temporary facility site work after having ascertained the character and accessibility of the sites and the surface conditions thereof.</li> <li>• Include temporary facility site construction within the proposed contract price/GMP development.</li> </ul>	Completion prior to Phase 2, with the possibility of a separate GMP negotiation and agreement for the temporary facilities site work if fast tracked.
<u>Task 5: Conceptual Design (CD) Milestone</u>			
5A	Objective	Design-Builder shall prepare a concept design package that establishes the Project vision for the PD facilities, develop multiple design options for and associated campus configuration, explore site organization, and provide direction for advancing the Project forward.	CD Milestone
5B	Deliverables	<ul style="list-style-type: none"> <li>• Conceptual site plans for the facilities.</li> <li>• Conceptual floor plans and adjacencies.</li> <li>• Operational flow diagrams.</li> <li>• High-level phasing strategy for service continuity.</li> <li>• Design narrative describing intent, systems approach, and architectural character.</li> <li>• Order-of-magnitude cost model.</li> <li>• Preliminary integrated schedule.</li> <li>• CD presentation to City staff for final review, direction and approval prior to the SD phase.</li> </ul>	Within sixty (60) days of NTP

<u>Task 6: Schematic Design (SD) Milestone</u>			
6A	Objective	Design-Builder shall further refine the Project's scope, scale and character in line with preliminary budget and schedule targets. The PDB team shall introduce preliminary building systems and begin integrating site utilities and landscape strategies.	SD Milestone
6B	Deliverables	<ul style="list-style-type: none"> <li>• Schematic Design site plan, floor plans, building massing and system concepts.</li> <li>• Outlined specifications that identify the Project's major components and building materials.</li> <li>• Updated cost model consistent with budget.</li> <li>• Updated schedule with identified critical path method (CPM).</li> <li>• Draft phasing and logistics plans.</li> <li>• Identification of early works packages (EWPs) including demolition/abatement, utility relocations, early grading, temporary facilities site prep, and long-lead procurement.</li> <li>• SD presentation to City staff for final approval(s).</li> </ul>	Within one hundred twenty (120) days of NTP.
<u>Task 7: Design Development (DD) Milestones</u>			
7A	Objective	Design-Builder shall advance the Project to a level suitable for GMP preparation and a Phase 2 Price Proposal based on checkpoints at 50% and at 100% DD for the City to review cost, schedule, and scope alignment and confirm strategies for next steps.	50% and 100% DD milestones
7B	50% DD Deliverables	<ul style="list-style-type: none"> <li>• Coordinated architectural, structural, mechanical, electrical, plumbing, and fire protection layouts.</li> <li>• System diagrams and narratives.</li> <li>• Updated DD-level cost estimate(s).</li> <li>• Updated logistics and operational phasing plan.</li> <li>• Refined EWP list.</li> <li>• Updated risk matrix.</li> </ul>	Within forty-five (45) days of SD completion date.
7C	100% DD Deliverables	<ul style="list-style-type: none"> <li>• Fully coordinated 100% DD package suitable for GMP pricing.</li> <li>• Updated cost estimate(s) and reconciliation.</li> <li>• Updated integrated schedule.</li> <li>• Refined operational continuity plan.</li> <li>• DD presentation to City staff for final approval(s).</li> </ul>	Within forty-five (45) days of 50% DD completion date.

<u>Task 8: Cost Modeling/Estimate Reconciliation &amp; Schedule/Phasing Development</u>			
8A	Objective	At each milestone (CD, SD, 50% DD and 100% DD), Design-Builder shall facilitate, at a minimum, bi-weekly progress meetings, monthly progress reports, and updates to the various logs, plans, and/or registers as changes are made/as needed.	Milestone Tracking
8B	Deliverables	<ul style="list-style-type: none"> <li>• Identified, transparent cost estimates and risks, and value opportunities.</li> <li>• Updated design risk register, along with constructability review(s).</li> <li>• Preliminary GMP with system-level breakdowns.</li> <li>• Updated Project schedule, site logistics and phasing plan(s) for operational continuity.</li> <li>• Recommendations for EWPs and procurement strategies for long-lead items.</li> </ul>	Ongoing and as necessary.
<u>Task 9: Guaranteed Maximum Price (GMP) Development</u>			
9A	Objective	<p>Following 100% DD approval, the Design-Builder will prepare and submit the GMP package for City review using an open-book approach and competitive trade bidding to ensure transparency.</p> <p>If the City and Design-Builder cannot reach agreement on the GMP, schedule, Phase 2 Amendment terms and/or completion date, the City reserves the right to terminate for convenience and procure construction separately.</p>	GMP Package
9B	Key Components	<ul style="list-style-type: none"> <li>• GMP-level drawings and outline specifications.</li> <li>• Detailed schedule of values (SOV) including: <ul style="list-style-type: none"> <li>a. Subdivision of work into parts based on the Work Breakdown Structure (WBS);</li> <li>b. Values for all items comprising the work; and</li> <li>c. Basis for monthly progress applications for payment as part of the open book basis.</li> </ul> </li> <li>• Breakdown by trade and system.</li> <li>• List of clarifications, assumptions and exclusions used in the development of the GMP.</li> <li>• Subcontractor bid results and procurement narratives.</li> <li>• Updated, integrated schedule and phasing plan.</li> <li>• Bonds, insurance certificates, and other required documentation and/or supplementary forms.</li> </ul>	To be submitted as part of the Phase 2 Price Proposal, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a GMP.

### 3.4 PHASE 2: CONSTRUCTION AND CLOSE-OUT SERVICES

Design-Builder's Phase 2 services shall consist of design support during construction; the procurement of all materials and equipment; the performance of construction services; the start-up, testing, and commissioning; and the provision of warranty services, all as to be further described and agreed to in the Contract Price or Phase 2 Amendment.

Design-Builder shall provide, through itself or subcontractors, the necessary supervision, labor, inspection, commissioning, start-up, testing, equipment and materials, construction equipment, supplies, temporary utilities, other temporary facilities, and other related services to enable the PDB team to achieve Substantial Completion and Final Completion of the Project consistent with the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

#### 3.4.1 Conditions for Issuance of Phase 2 Notice to Proceed (NTP)

- a. Agreement upon a final GMP, Project schedule, and completion date.
- b. Completion of plan checks required for Phase 2 and verification of conformance to the Contract Documents.
- c. Verification of required payment bond and insurance.
- d. Confirmation that the Project cost is within the approved budget.

#### 3.4.2 Construction Bid Packages

As construction bid packages are to be developed and released progressively, aligned with the phased design completion and cost validation milestones, the Design-Builder, in coordination with the City, may develop a preliminary bid package plan and procurement strategy that leverages early procurement opportunities and logical bid package breakdowns.

Bid packaging components shall be identified by the Design-Builder during the Pre-Construction services phase. Examples of possible bid packages include work for underground utilities, site preparation and improvements, building construction and landscaping.

Upon the City's acceptance of the Design-Builder's recommended separate bid packages, the Design-Builder shall include the bid packages in the GMP proposal to the City and indicate separate construction costs, schedule and other conditions for each bid package to be initiated, completed and accepted in accordance with the Contract Documents.

#### 3.4.3 Subcontractor Procurement Methodology

The Design-Builder shall set forth, using the Designation of Subcontractor's List (Appendix C), required under California Public Contract Code Section 4100 et seq. ("Subletting and Subcontracting Fair Practices Act", Chapter 4 (commencing with Section 4100) of Part 1 of Division 2), the name, location of the place of business, contractor's license number, and public works contractor registration number of

each subcontractor that will perform work or labor or render service to the prime contractor in or about the construction of the project as identified in the Design-Builder's SOQ or Proposal.

In accordance with the Public Contract Code as referenced, the Design-Builder shall procure all trade contractors (subcontractors) not otherwise listed in the SOQ or proposal through a publicly advertised and competitive bidding process that provides for public notice of the availability of work to be subcontracted and a fixed date and time as to which the subcontracted work will be awarded.

Per the contract terms, and in compliance with the associated California statute, the Proposer must provide an enforceable commitment to the City that it, as the Design-Builder, and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1.

Note: The City will not reimburse the Design-Builder or trade contractors (subcontractors) for the reproduction costs of bid or construction documents.

#### 3.4.4 Design-Builder Responsibilities for Construction Documents

- a. Design decisions to be based on construction materials, methods, systems and costs to provide the best value within the sought price and schedule.
- b. Documents shall identify design codes, standards and requirements used for the development of the plans, including the edition and applicable sections.
- c. Update building information modeling (BIM) to include specific construction elements, connections and interfaces, and fabrication/assembly details.
- d. Technical documents incorporating all input/comments and agreed upon value-engineering items shall be advanced to Issued-for-Construction (IFC) level.
- e. Documents shall include a quality control program and an implementation plan to ensure the Project progresses and complies with the approved design.
- f. Registered design professional-of-record (DPOR) shall provide construction administration services and specify all tests and inspections that are mandated by the building code and necessary to achieve regulatory compliance.
- g. DPOR services shall also include shop drawing review, response to requests for information, and periodic site visits to observe/verify quality of work.
- h. Manage design package, track all approvals through final signoff, and facilitate regulatory approval, permit acquisition and code compliance.
- i. Final, approved-for-construction set of documents shall be signed and stamped by the California-licensed professionals who prepared them and such licensed (sub-)contractors shall certify the documents' compliance with codes, standards, practices and regulations.

<u>Task 10: Construction Documents (CD) Milestone</u>			
10A	Objective	Design-Builder shall develop, prepare and submit complete Construction Documents, taking into account performance specifications and quality of materials and equipment identified in the DD phase, to ensure achievement of established City goals within the agreed upon contract price/GMP.	CD Milestones at 30%, 60%, 90% and 100%
10B	Deliverables	<ul style="list-style-type: none"> <li>• Drawings and specifications for all disciplines.</li> <li>• Updated cost model.</li> <li>• Updated schedule and critical path analysis.</li> <li>• Constructability refinements.</li> <li>• Updated EWP scope and sequencing.</li> </ul>	100% CDs must be permit-ready and stamped by CA-licensed contractors.
<u>Task 11: Cost Estimating</u>			
11A	Objective	Design-Builder shall develop a cost model for the Project for review and approval by Owner as to the format for presenting cost estimates that will be used consistently throughout the Project and so the Owner can track the evolution of estimated costs through successive cost submittals.	Cost model review and approval
11B	Components	<p>Costs shall be broken down to show/display:</p> <ul style="list-style-type: none"> <li>- Labor classification and hours (including any overtime and/or night shift as needed);</li> <li>- Equipment and materials;</li> <li>- Any subcontract costs for each item;</li> <li>- All contingency and escalation factors; and</li> <li>- Assessment of risks and risk costs.</li> </ul> <p>Cost model shall include such cost details and a section for summary costs of major cost categories, markups and contingencies.</p>	Initial/first cost estimate to be updated at any point thereafter based on design changes.
<u>Task 12: Schedule Development</u>			
12A	Objective	Design-Builder shall develop and submit a Project Baseline Schedule that includes contractual dates for key milestones including Substantial Completion and Final Completion.	Project Baseline Schedule

12B	Components	<ul style="list-style-type: none"> <li>- Schedule shall use critical path method (CPM);</li> <li>- Durations shall not exceed thirty (30) days, except for fabrication and delivery of equipment and materials, design activities, or items approved in writing by Owner;</li> <li>- Schedule shall include activities that require Owner's observation or acceptance;</li> <li>- Planned shutdowns/outages shall not exceed eight (8) hours and require Owner approval, and designs shall include provisions for such;</li> <li>- Tasks for Owner review shall be based on a three (3) week duration aligned with CPM; and</li> <li>- Schedule shall be in Microsoft Project, submitted as electronic files (native and Adobe PDF format) and hard copy, unless otherwise agreed to by all parties.</li> </ul>	Updated at min. on a monthly basis, and as needed to reflect significant Project changes, concurrent with design changes.
<u>Task 13: Schedule of Values</u>			
13A	Objective	The Phase 2 activities in the Project Baseline Schedule are required to match the Schedule of Values (SOV) that will be used for Phase 2 progress payments (defined in the Agreement).	Congruent with Baseline Schedule
13B	Elements	SOV shall be an early-stage Phase 2 Deliverable and included in the Phase 2 Amendment for: <ul style="list-style-type: none"> <li>- Permitting;</li> <li>- Construction Design Documents;</li> <li>- Engineering services during construction;</li> <li>- Construction and permit compliance; and</li> <li>- Testing, startup, and commissioning.</li> </ul>	Review by Owner within a three (3) week duration.
<u>Task 14: Construction Phase Management</u>			
14A - Site Safety and Cal/OSHA Compliance		Develop and implement a site-specific safety plan compliant with Cal/OSHA. Maintain secure access controls separating construction zones from operational City facilities.	
14B - Utility Coordination		Manage tie-ins, relocations, and shutdowns to existing utilities to avoid disruption to active facilities.	
14C - Document Management		Maintain construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a project management platform as agreed upon by the parties.	

14D - QA/QC Procedures & Required Inspections	Implement a quality assurance/quality control (QA/QC) program to verify conformance with design intent and specifications, including regular inspections, testing oversight, and deficiency tracking through Punch Lists.
14E - Document Management	Maintain and manage construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a cloud-based project management platform as agreed upon by Owner and Design-Builder.
14F - Change Management	Administer a transparent process for evaluating pricing, approving changes, and maintaining real-time logs and impact analyses for City review.
14G - Phasing and Operational Continuity, Including Coordination with City's Inspector	Implement approved construction sequencing plan and coordinate any temporary facilities, apparatus access routes, and on-site circulation to maintain uninterrupted emergency response operations. Proactively manage transitions between temporary and permanent facilities to ensure safety, accessibility, and minimal disruption to City personnel and surrounding neighborhoods.
14H - Trade Coordination	Oversee subcontractor performance, manage work sequencing, resolve trade conflicts, and enforce adherence to safety, schedule and quality requirements.
14I - Environmental and Regulatory Compliance	Ensure construction activities comply with environmental regulations, stormwater pollution prevention measures, hazardous materials handling, sustainability targets, and all applicable local and state codes.
14J - Testing and Inspection	Coordinate with the City all special testing and inspection of the Project's construction and as necessitated by law.
14K - Site Progress Reporting	Provide weekly site progress reports, photos, safety logs, and participate in regular OAC (Owner-Architect-Contractor) meetings; assist the City in reporting Project progress to oversight entities at regular intervals and as necessary.
<b><u>Task 15: Commissioning, Turnover and Training</u></b>	
15A - Implement Commissioning Plan for Buildings	Systematic, quality-focused process through operation, involving design review, installation verification, extensive functional testing, documentation and staff training.
15B - Deliver O&M Manuals	Delivery of record documents including operations and maintenance (O&M) manuals, warranty services, and as-built drawings for performing system start-up, testing and balancing.
15C - Conduct Systems Training	Educate O&M staff on how to properly run, monitor and maintain the building's components and system sequences.

15D - Provide As-Built Drawings	Updated plans with facilities' final, actual construction, reflecting all changes from original designs, including digital models.
15E - Prepare Warranty Log	Create a systematic process for recording, monitoring and managing all product or asset warranties through their lifecycle.
<u>Task 16: Commissioning, Turnover and Training</u>	
16A - Punch List Mgmt./Resolution	Identify, track and correct all incomplete, incorrect or defective work items on the Punch List.
16B - Final As-Built Documentation	Submit final set of drawings capturing all changes made during construction and depicting the Project in its completed state.
16C - Final Cost Reconciliation	Upon achieving Final Completion, provide Owner with a Final Application for Payment as required by the Contract Documents.
16D - Occupancy Support	Occupancy and Operations or Post-Occupancy phase as the final stage of the commissioning process.
16E - Closeout Report	Final documentation package confirming all building systems function as designed and verifying all contract requirements met.

## **SECTION 4 - PROCUREMENT PROCESS**

### **4.1 PUBLIC CONTRACT CODE**

California Public Contracts Code § 22185.3 (2024) stipulates that "...(c) At the close of the solicitation period, the local agency shall review the submissions. The local agency may evaluate submissions based solely upon the information provided in each design-build entity's statement of qualifications. The local agency may also interview some or all of the design-build entities to further evaluate their qualifications for the project. (d) Notwithstanding any other provision of this code, upon issuance of a contract award, the local agency shall publicly announce its award, identifying the design-build entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the local agency's contract award and the contract file shall provide sufficient information to satisfy an external audit."

### **4.2 RESPONSE AND SELECTION PROCEDURE**

Respondents shall review this RFQ/P, and any addenda issued by the City, and request clarification or interpretation of any perceived error or of any provision requiring further explanation. Failure of the Respondent to request such clarification(s) or interpretation(s) and to so examine and inform itself shall be at its sole risk, and no relief for any such error will be provided by the City.

Potential Respondents may submit questions regarding the RFQ/P via email to the City on or before the last date to submit questions listed in Section 4.3 below or such later date(s) as may be specified in an addendum. Answers to all questions received will be issued by the City via an addendum.

The determination of eligibility and qualification will be made in accordance with the procedures and criteria established herein. After a thorough review of all written proposals, the Evaluation Committee may interview some or all of the firms depending on the rankings thereof and may subsequently request any or all of those Respondents to submit their best and final offer to the City.

The Respondent receiving the highest score after the last evaluation round will be invited to negotiate the Progressive Design-Build Agreement for Phase 1 services of the Project. Should negotiations of the Agreement between the City and the highest-scoring Respondent not succeed, the Proposer receiving the next highest score will be invited to negotiate the Agreement, and so on.

**4.3 PROCUREMENT SCHEDULE**

The following schedule is for information purposes only and is subject to change at the City’s discretion.

<u>Activity / Item</u>	<u>Date and Time (if applicable)</u>
RFQ/P Issuance	January 29, 2026
Mandatory Pre-Proposal Meeting	February 17, 2026, 10:00 AM
Last Date to Submit Questions	February 26, 2026, 5:00 PM
RFQ/P Submittal Deadline	March 13, 2026, 5:00 PM
Respondent Ranking and Shortlist	Week of March 16, 2026
Evaluation Committee Interviews	Week of March 30, 2026
City Council Approval/Authorization	April 21, 2026, 6:00 PM

**4.4 MANDATORY PRE-PROPOSAL CONFERENCE / MEETING**

The City will conduct one (1) mandatory pre-proposal meeting for all interested Respondents on Tuesday, February 17, 2026 at 10:00 AM to provide an overview of the Project, review the contents herein, and address questions from Proposers.

<u>Join the meeting now</u>	<u>Find a local number</u>
Via Microsoft Teams	Dial in by phone
<a href="https://teams.microsoft.com/">https://teams.microsoft.com/</a>	<a href="https://dialin.teams.microsoft.com/">https://dialin.teams.microsoft.com/</a>
Meeting ID: 228 326 088 215 38	<u>+1 424-566-7557; 405383680#</u>
Passcode: rd6bs6JJ	Phone conference ID: 405 383 680#

**SECTION 5 - SUBMITTAL REQUIREMENTS**

**5.1 FORMAT AND CONTENT**

The proposal shall be submitted electronically and comply with the following.

5.1.1 Searchable Adobe Acrobat PDF format and bookmarked for ease of navigation.

- 5.1.2 A “page” shall be defined as one (1) single-sided piece of paper that has words, charts, tables, pictures and/or graphics; is ‘Letter’ (8.5 x 11) paper size; and contains font no smaller than eleven (11) point in size.
- 5.1.3 Body of document organized in accordance with the Evaluation Criteria and, when printed, limited to a maximum of fifty (50) single-sided pages, except that the following documentation shall not be included in the page count:
- a. Transmittal, introduction or cover letter in accordance with Section 5.2 below;
  - b. Any document, disclosure, endorsement, commitment/signature page, or other similar information or form that is provided in response to mandatory minimum qualifications verification and appendices.
  - c. Resumes of key team members, so long as they are no more than one (1) page each in accordance with Section 5.4.3; and
  - d. Divider tabs or cover pages, provided that they contain no substantive content.
- 5.1.4 It is the Proposer’s responsibility to include all information requested to meet the minimum design-build entity qualifications and content requirements set forth below and to provide only directly relevant information that does not contain standard marketing or other general advertising material.
- 5.1.5 Proposals that exceed the page limit set forth above may be rejected, and the City, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming submittals to bring each non-conforming proposal within the page count requirement.

## 5.2 TRANSMITTAL / INTRODUCTION LETTER

A one (1) or two (2) page letter of transmittal (or cover letter) on the company’s letterhead, signed by an officer or designated representative of the Respondent, and binding the Proposer to all of the commitments made in the submittal. The introduction/cover letter shall include name, mailing address, phone number and email address of the person authorized to represent the Proposer and shall include the following statement:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS/PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDA AND AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

## 5.3 FIRM PROFILE: TECHNICAL AND MANAGEMENT QUALIFICATIONS

In accordance with California Senate Bill No. 706, Caballero, Public contracts: progressive design-build: local agencies (2023), or cited as California Public Contract Code Section 22185.3 (2024), the Respondent shall ensure the following compliance information has been provided to the City and adequately addressed through the proposal in its entirety (inclusive of attachments).

The referenced appendices should be completed in order to acknowledge conformance with and adherence to local agency design-build contracting statute as outlined.

- 5.3.1 If the design-build entity is a privately held corporation, limited liability company, partnership, or joint venture, a listing of all of the entity's shareholders, partners, or members known at the time of the statement of qualification submission who will perform work on the project. [Appendix B]
- 5.3.2 If the proposed design-build entity is a corporation, limited liability company, partnership, joint venture, or other legal entity, a copy of the organizational documents or agreement committing to form the organization. [Attachment(s)]
- 5.3.3 The licenses, registration, and credentials required to design and construct the project, including, but not limited to, information on the revocation or suspension of any license, credential, or registration. [Appendix B]
- 5.3.4 Information concerning workers' compensation experience history and a worker safety program. [Appendix B]
- 5.3.5 An acceptable safety record. A Proposer's safety record shall be deemed acceptable if its experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. [Appendix B]
- 5.3.6 A design-build entity shall not be evaluated for selection unless the entity provides an enforceable commitment to the local agency that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1. [Appendix C]
- 5.3.7 Evidence that establishes that the design-build entity has the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance. [Appendices F-G]

#### 5.4 TEAM ORGANIZATION AND KEY PERSONNEL

This section is designed for the Respondent to specify the composition and organization of the PDB team, inclusive of technical and management qualifications, that distinguish the Design-Builder as the "best qualified". The proposal shall incorporate, but not be limited to, the following key elements.

- 5.4.1 Identify all entities (firms, consultants, subcontractors, etc.) - including the name, location of business and primary point of contact - who will comprise the team and describe the scope of their responsibilities. Also, describe how key personnel will be retained across all Project phases to maintain accountability, consistent knowledge, and structured decision making.

5.4.2 Provide an organizational chart depicting the roles, reporting relationships and duties of the Respondent, and all other firms performing services under the Respondent's direction, for all phases of the Project. At a minimum, identify the key team members performing the functions identified below, and also note whether any of the individuals will be performing multiple functions.

- a. Overall management of the Project and design-build contract;
- b. Architect/Engineer of Record;
- c. Overall construction management;
- d. On-site field supervision, direction and construction (i.e., superintendent);
- e. Project and worker safety;
- f. Quality assurance;
- g. Cost controls and budgeting;
- h. Scheduling and meeting coordination; and
- i. Systems testing, configuration, and commissioning.

5.4.3 Demonstrate the applicable experience, competency, capability and/or capacity of the key PDB team members. Resumes should be no longer than one (1) page for each person and should include relevant information such as the following.

- a. Description of the individual's proposed Project role.
- b. Identification of employer and number of years employed by the firm.
- c. Educational background, professional licenses and/or certifications.
- d. Experience relevant to their proposed role and how their past performance on previous projects will benefit this Project.
- e. Proposed percentage of time this individual will be assigned to the Project.

## 5.5 RELEVANT EXPERIENCE WITH SIMILAR PROJECTS

The City is particularly interested in the Respondent's experience with projects utilizing progressive design-build and other innovative/alternative delivery methods that offer the advantages of greater flexibility, budget alignment and collaborative outcomes.

The Respondent should elaborate on how as the Design-Builder they have previously managed both design and construction for streamlined, cost-effective project success. In providing descriptions or profiles of current and completed reference projects with similar value, complexity and scope for municipal governments or other public safety agencies, the Respondent shall include at least the following.

5.5.1 Project owner/jurisdiction and primary point-of-contact/reference information.

5.5.2 Project relevance, including specification of delivery method used; design and construction scope, schedule and value; and financing mechanisms such as the development, negotiation and implementation of a GMP.

- 5.5.3 Project management structure, communications protocols, and decision-making processes relied upon by the PDB team of design consultants, specialty subcontractors, trade contractors and other critical partners.
- 5.5.4 Project achievements, challenges and/or lessons learned, including the steps taken by the PDB team to effectively solve problems, promote integration across all Project stakeholders, and foster a collaborative working environment.

## 5.6 DESIGN, ENGINEERING AND PERMITTING PAST PERFORMANCE

This criterion is aligned with the Phase 1 tasks identified in Section 3.2 above and is intended to measure the qualification, capacity and team organization of the Respondent to achieve design excellence.

- 5.6.1 Describe the Design-Builder's past performance in managing the design process.
- 5.6.2 Describe the PDB team's past performance with designing and permitting projects of similar scope and complexity, and include details about the Design-Builder's approach to value engineering and integrating MEP design.
- 5.6.3 Delineate the software used by the PDB team for past design services and provide a description of the Building Information Modeling (BIM) system or other specialized software that would be recommended for this Project as a result.
- 5.6.4 List all professional registrations and/or certifications that are relevant to the work associated with this specific Project.

## 5.7 CONSTRUCTION PAST PERFORMANCE

This criterion is aligned with the Phase 2 tasks identified in Section 3.3 above and is intended to measure the Respondent's past performance with construction management and construction of projects of similar scope and complexity. Based on prior completed projects, address how such work would inform the PDB team's approach to the following.

- 5.7.1 Sequencing of construction activities to maximize efficiency and minimize impact on the schedule and cost overruns to the Owner;
- 5.7.2 Key elements to moving the Project forward and managing cost escalation, change orders, contingencies, and trade-offs;
- 5.7.3 Integration of trade partners, measures to avoid or limit decision-making bottlenecks, and plan(s) for (early) procurement of long-lead items.
- 5.7.4 Configuration, commissioning and testing the Project.

## 5.8 PROJECT UNDERSTANDING AND APPROACH

The Respondent shall demonstrate a clear understanding of the City's key goals and objectives and discuss the Design-Builder's approach for managing and performing work components critical to the Project's success. As part of this conceptual description, the Respondent should address at minimum the following items.

- 5.8.1 Proposed Project schedule with key milestones for design development, scheduling and cost estimating aligned with the City's delivery expectations, and identification of potential options for the accelerated delivery of Phase 1.
- 5.8.2 Particular risks, challenges and/or constraints that might be inherent to this particular Project, and how the Respondent intends to manage costs, schedule(s) and logistics from design through construction and into occupancy.
- 5.8.3 Process for developing the GMP, including applicable open-book pricing and value-add concepts or strategies resulting in time/money savings.

## 5.9 DESIGN AND ENGINEERING PLAN

The Respondent shall provide a detailed plan for achieving Phase 1 completion on time and within budget. This is an opportunity for the Design-Builder to further expand on how the PDB team intends to deliver progressive design development services and documents that efficiently and effectively validate the program for the Project in compliance with essential services building standards.

The Respondent may consider showcasing the Design-Builder's innovation and value creation consistent with the PDB collaboration model and California SB 706 requirements. While Respondents should avoid full designs or conceptual diagrams, the City will give consideration to innovation callouts (e.g., how a system could adapt to Redondo Beach's coastal seismic zone) as appropriate, and the PDB team should expand on the following.

- 5.9.1 Design philosophy and parameters for public safety facilities and operations.
- 5.9.2 Methodologies for integrating design and engineering early in the process.
- 5.9.3 Specific structures or systems that are likely to improve performance, reduce lifecycle costs, and support sustainability and resiliency.
- 5.9.4 Tools and processes (e.g., dashboards, decision logs, target value design, etc.) that enable seamless integration between design and construction.

## 5.10 CONSTRUCTION MANAGEMENT PLAN

The Respondent shall provide an overview of how the PDB team, through its organizational and management structure, would sequence construction activities to maximize efficiency and minimize disruptions to the Project. Additionally, the Respondent should address how it intends to commit to and address the coordination and facilitation of subcontractors at every tier using a skilled and trained workforce to perform all work.

- 5.10.1 Outline a comprehensive approach for the Construction Documents, permitting and procurement, and construction execution.
- 5.10.2 Articulate a well-defined, structured plan for safety and site logistics.
- 5.10.3 Address how the PDB team will maximize contract opportunities, facilitate bid packages, and monitor subcontracts throughout the lifecycle of the Project.

- 5.10.4 Define the quality assurance/quality control (QA/QC) mechanisms to be implemented that align with industry regulations and best practices while prioritizing innovation, functionality and precision.
- 5.10.5 Clarify how the PDB team will configure, commission and test the Project.

**SECTION 6 - EVALUATION AND SELECTION**

**6.1 EVALUATION CRITERIA FACTORS**

The City’s Evaluation Committee will review the submittals in order to determine the proposal with the “best value” for the Project and the value shall be determined by evaluation of objective criteria that include price, features, function, life-cycle costs, experience and past performance in accordance with the following.

<u>Category</u>	<u>Weight</u>
Team Organization and Key Personnel	15%
Relevant Experience with Similar Projects	15%
Design, Engineering and Permitting Past Performance	15%
Construction Past Performance	15%
Project Understanding and Approach	15%
Design and Engineering Plan	10%
Construction Management Plan	5%
Phase 1 Price Proposal	10%

**6.2 SELECTION PROCESS**

At the close of the solicitation period, the City’s Evaluation Committee will review, score and create a short list of top ranked firms for in-person interviews and to conduct additional due diligence investigations as necessary with regard to any information contained in the proposals. Once the comparative evaluation is complete the City will notify Proposers of the outcome, and the selected Proposer will be invited to negotiate contract terms for Phase 1.

If the City determines that it is unable to reach an acceptable contract with the selected Proposer, including failure to agree on a fair and reasonable compensation for the services or any other terms or conditions, the City may terminate negotiations with the selected Proposer, and may commence negotiations with any of the other Proposer(s) until such time as the City has negotiated a contract meeting its needs.

Upon issuance of a contract award, the City shall publicly announce its award, identifying the design-build entity to which the award is made, along with a statement regarding the basis of the award. The City reserves the right to accept or reject any or all submittals, waive irregularities, and negotiate with any proposer deemed in the City’s best interest.

### 6.3 NOTE ON CONTRACT DOCUMENTS

Proposers are required to review the Contract Documents included in this solicitation and identify any requested exceptions or modifications, accompanied by proposed alternative language where applicable, as part of the Respondent's proposal. While this request is intended to streamline negotiations and ensure transparency, the City reserves the right to accept, reject or negotiate any proposed exceptions and failure to identify such will be interpreted as full acceptance of the Contract Documents as currently written.

## **SECTION 7 - INTEGRATED DELIVERY CONSIDERATIONS**

### 7.1 INTEGRATED PDB DELIVERY ACROSS ALL MEASURE FP FACILITIES

The City may elect to award one or both Measure FP subprojects - Fire Facilities Project of Fire Stations 1 and 2 and the Police Facilities Project of the PD Headquarters and Annex Facility - to a Proposer (who has adequately responded to both RFQ/Ps) if the City determines that a single Design-Builder for both subprojects is in its best interest.

While each subproject maintains its own scope, budget authorization, and approval path, an integrated delivery approach may enable the City to realize meaningful efficiencies, cost control, and risk reduction while preserving full transparency and accountability for each subproject. Should a Proposer respond to both RFQ/Ps, the Design-Builder should address how utilizing a unified project management framework across both public safety subprojects would add greater value to the Measure FP program as a whole.

## **SECTION 8 - CITY'S TECHNICAL ADVISOR**

### 8.1 DESIGN ASSIST SERVICES

The City intends to utilize McClaren, Wilson & Lawrie, Inc. (MWL) as a technical advisor in a design assist role to provide specialty design data, details and specifications to the Architect of Record (AOR) and support the Design-Builder's architectural and engineering team. In this capacity, and at pre-determined intervals, MWL will assist the City in the review of progress documents submitted by the Design-Builder and with resolution of any technical design issues.

Working collaboratively with the City, Owner's Representative, and the Design-Builder, MWL will help to develop and finalize a building and site plan; review architects' proposed design elevations regarding security issues with cladding, fenestration and utility intakes; assist in developing the overall building specialty equipment specifications and schedule; prepare detailed room criteria data sheet design guidelines; assist in determination of overall security systems; support the development of key specialized detailing; and help with value engineering efforts to return the Project to budget conformance.

Moreover, MWL will answer construction related requests for information initiated by the City and/or contractor(s) regarding products recommended or specialty equipment and perform inspections at 30% and 75% of construction and at substantial completion.

**APPENDIX A  
OTHER TERMS AND CONDITIONS**

1. The City expressly reserves the unqualified right to undertake any of the following, without limitation to any of the City's other rights under the applicable RFQ/P documents and laws.
  - 1.1 Accept or reject any or all of the submitted Proposals that are deemed to be:
    - 1.1.1 Non-responsive based on conditional clauses, alterations, items not called for by the RFQ/P, or irregularities of any kind.
    - 1.1.2 Received after the time and date specified may not be considered.
    - 1.1.3 Materially incomplete, containing any information that is false, incorrect or misleading, and not accompanied by required documents.
  - 1.2 Waive or decline to waive any and all defects as to form, content, minor technical inconsistencies and/or irregularities in any Proposal or the RFQ/P process.
  - 1.3 Terminate the RFQ/P process at any time.
  - 1.4 Modify and/or suspend any and all aspects of the RFQ/P at any time.
  - 1.5 Reissue the RFQ/P.
  - 1.6 Extend the time frame for submission of the RFQ/P.
  - 1.7 Request clarification of information submitted and/or request additional information from any or all submitting Proposers.
  - 1.8 Hold all Proposals for a period of one hundred twenty (120) days after the deadline for receipt of Proposals.
  - 1.9 Decline to enter into a contract with any Proposer.
  - 1.10 Conduct interviews, negotiations and/or request best and final offers, from any or all Proposers during the RFQ/P process before making a final selection.
2. The City will not be liable for any costs incurred in the preparation of Proposals, or incidental to the preparation, presentation, submission and/or delivery of Proposals, either orally or in writing, and all costs thereof are the sole responsibility of the Proposer.
3. The Proposals submitted in response to this RFQ/P will become the property of the City and may be used by the City in any way it deems appropriate.
  - 3.1 While the information submitted in the Proposals will become public record after award of the contract, until such award is made the information submitted by the Proposer will not be disclosed in response to any request for such information.
  - 3.2 As the City will utilize the Proposer's documents as part of the basis for scoring and evaluating Design-Build entities, trade secrets and financial information that a Proposer believes are exempt from public disclosure shall be appropriately marked as "Confidential."

4. The City's selection decision(s) will be based on objective evaluation criteria as set forth in this RFQ/P, and acceptance of any Proposal will take into consideration the reliability of the Proposer, its past documented performance, and all of its proposed team members and sub-consultants, along with the quality and appropriateness of the information provided.
  - 4.1 The City reserves the right to verify and validate such information as presented.
  - 4.2 The City reserves the right to require that the Proposer demonstrate that it has the skills, equipment, and other resources necessary to satisfactorily perform the nature and magnitude of work and services necessary to complete the Project within the proposed contract and Project schedules.
  - 4.3 The Proposer shall furnish the City with such additional information as the City may reasonably require and request.
5. By submitting a Proposal, the Design-Build entity acknowledges that it has investigated and made itself knowledgeable as to the conditions affecting the Project. The City shall not be responsible for any conclusions or interpretations made by a Proposer based on the information made available to the Proposer by the City.
6. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope and nature of the work and services to be performed, and the receipt of a Proposal by the City will indicate that the submitting Proposer understands the requirements and shall supply the work and services required if selected.
7. No individual or firm responding to this RFQ/P shall obtain any claim or cause of action against the City by reason of any aspect of the RFQ/P, defects or abnormalities contained herein, defects or abnormalities in the selection process, the rejection of any Proposal, the acceptance of any Proposal, any statements, representation, acts or omissions of the City, the exercise of any discretion by the City in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing.
8. Unless requested to do so in writing, either in response to a written request for clarification from the City or as otherwise permitted by the RFQ/P documents, Proposers and their Design-Builder team members, sub-consultants and subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the City Evaluation Committee; (2) any consultant or professional retained by the City for the purpose of providing the City advice or professional services in respect to the Project, the RFQ/P process or the award of the contract; or (3) any trustee, officer, employee or representative of the City with respect to any matter relating to the Project.
9. No changes or additions to the Design-Builder's team members shall be permitted at any time during the RFQ/P process, except with the prior written authorization of the City, which may be granted or withheld at the City's sole and absolute discretion.
10. Consultants or sub-consultants to the City who: (1) are participants or advisors to the City with respect to the progressive design-build procurement for the Project; or (2) provide professional services and advice to the City with respect to any other project being proposed for construction, or under construction, shall not be allowed to participate as a team member or as a sub-consultant or subcontractor, of any tier, to a Design-Builder.

11. The City reserves the right, but shall not have the obligation, after the deadline in the RFQ/P schedule for submission of Proposals, to request submittal of best and final offers.
  - 11.1 If, after receipt and review of one round of best and final offers, the City determines that it is in its best interest to do so, it may request one or more additional round of best and final offers, with or without further discussions or negotiations.
  - 11.2 There is no limit to the number or rounds of best and final offers that may be requested by the City.
  - 11.3 A request by the City for best and final offers shall be in writing and accompanied by (if necessary) any additional instructions to the Proposers regarding the procedures, content, format, and timing for submission thereof.
  - 11.4 If a request for best and final offers is made by the City, each Proposer shall thereafter submit a best and final offer prior to the deadline set forth in the City's written request.
  - 11.5 If a Proposer, in response to a request by the City for submission of best and final offers, intends to make no change to its original Proposal, as amended by any prior-submitted best and final offer, then such Proposer shall include in its best and final offer a statement that: (1) identifies, by title and date of submission to the City, its original Proposal and all prior-submitted best and final offers; and (2) referring to such Proposal and prior-submitted best and final offers, states that there is "no change" thereto.
  - 11.6 If a Proposer, in response to a request by the City for best and final offers, intends to submit a best and final offer that involves a change, addition or deletion to any portion of its original Proposal or to a best and final offer previously submitted by the Proposer, then the Proposer shall include in its best and final offer a statement that: (1) identifies, by title and date of submission to the City, its original Proposal and all prior-submitted best and final offers; and (2) sets forth by reference to page, paragraph and line of the portion of the original Proposal or any prior-submitted best and final offer being amended, all of the words being deleted from and/or added to the original Proposal and prior-submitted best and final offer. Best and final offers shall include an acknowledgement of any RFQ/P addenda issued after the deadline in the RFQ/P schedule for submission of original Proposals and prior to the deadline for submission of such best and final offer. Best and final offers shall comply with the requirements of this RFQ/P.
  - 11.7 Following the ranking of Proposals after submission of best and final offers, the City may, at its sole discretion, elect to proceed with award of the contract without negotiations, or it may proceed with negotiations with the Proposers.
12. Negotiations may involve any aspect of the Proposal (or fee proposal) and any provision of the contract documents including scope of work, terms and conditions. The City may also initiate negotiations to reduce costs to meet the budget. Because the City has the right to award the contract without negotiations, all Proposers must commit to entering into the contract based upon their Proposals submitted in response to this RFQ/P. Any decision to commence negotiations regarding the contract and any topics of negotiation are at the City's sole discretion.

13. The City reserves the right, but shall not have the obligation, to conduct post-scoring discussions.
  - 13.1 Post-scoring discussions may be conducted with some or all Proposers.
  - 13.2 Post-scoring discussions shall be conducted after final scoring of the Proposals or best and final offers, for the limited purpose of clarifying a Proposal or its best and final offers, and therefore, post-scoring discussions are not to be used to permit changes to a Proposal or a best and final offer.
  - 13.3 Post-scoring discussions shall be conducted by the City Evaluation Committee in accordance with the RFQ/P, and as may be amended from time to time by the City via an RFQ/P addendum.
14. The City reserves the right, at any time, to request in writing from any Proposer, or all Proposers, clarification of any information contained in a Proposal or best and final offers.
  - 14.1 Requests for clarification are at the City's discretion, although they are generally reserved for instances in which discussions or negotiations are not conducted, and such requests may be sought at any time in the RFQ/P process.
  - 14.2 Nothing stated herein, or elsewhere in the RFQ/P documents, shall be interpreted as obligating the City to request further clarification from any Proposer or as obligating the City to seek the same or similar clarification from other or all Proposers.
  - 14.3 Requests by the City for clarification shall be responded to by the Proposer to whom they are directed within three (3) days after the date of receipt thereof.
  - 14.4 Responses to such requests by the City shall be limited to clarifying the portion of the Proposal or best and final offer described in the City's request.
  - 14.5 Responses shall not include changes to a Proposal or a best and final offer.
  - 14.6 Information provided in a response to a request for clarification that does not comply with the requirements herein will not be considered.
15. Proposers shall identify in their Proposals, and any portions thereof, if they hold any patent rights, including, without limitation, the number and date of issuance of the patent(s).
16. Proposals, and best and final offers, are nontransferable and may not be assigned.
17. Statements contained in a Proposal, or a best and final offer, to the effect that a price is based on certain "assumptions" that are not part of the specific requirements of the RFQ/P documents may be grounds for disqualification.
18. Following award of contract, the City may prepare a conformed Project Manual reflecting addenda issued during the RFQ/P period, which will, failing objection, constitute the approved Project Manual.
19. Proposals, and best and final offers, shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the Progressive

Design-Build Agreement or the General Conditions of Contract between Owner and Design-Builder other than changes that have been approved and ordered by the City by means of a previously issued RFQ/P addendum.

20. The City reserves the right, exercised in its sole discretion, prior to award, to unilaterally change, by addition, modification or deletion, any of the terms of the Progressive Design-Build Agreement or the General Conditions of Contract between Owner and Design-Builder by issuance of an RFQ/P addendum setting forth the substance of such change.
21. Award of any contract is subject to availability of funds. In the event that funds are not available, the City shall have the right, without any liability to any Proposer, to decline to award any contract or contract amendment.
22. Failure to execute any agreement within the timeframe identified in the Notice of Award shall be sufficient cause for voiding the award.
23. If the selected Proposer refuses or fails to execute any contract or comply with other requirements set forth in the Contract Documents within the set timeframe, this shall constitute a failure to execute the agreement and the City may award the contract to the next qualified, highest-ranked Proposer.
24. Any Proposal protest must be submitted in writing to the City of Redondo Beach Public Works Department, Engineering Services Division no later than six (6) calendar days following the posting of the Notice of Intent to Award. Any Proposal protest received after the deadline as described herein shall be deemed null and void.
  - 24.1 The initial protest must contain a complete statement of the basis for the protest.
  - 24.2 The protest must refer to the specific portion of the document that forms the basis for the protest and must describe in detail the specific errors allegedly committed by the City in evaluating the protesting Proposal.
  - 24.3 The protest must contain the name, address and telephone number of the person or entity representing the protesting party.
  - 24.4 The party filing the protest must transmit a copy of the initial protest document, and any attached documentation, to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Design-Builders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - 24.5 The procedure and time limits set forth herein are mandatory and are the Design-Builder's sole and exclusive remedy in the event of Proposal protest.
  - 24.6 The Design-Builder's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal protest, including without limitation filing a government code claim or instituting legal proceedings.
  - 24.7 A Design-Builder may not rely on a protest submitted by another Design-Builder, but must timely pursue its own protest.

## **APPENDIX B DESIGN-BUILD FIRM QUESTIONNAIRE**

In accordance with Chapter 4.7, commencing with Section 22185, of Part 3 of Division 2 of the Public Contract Code, relating to public contracts.

1. Please indicate if the Proposer's Design-Build entity is or is intended to be a privately held corporation, limited liability company, partnership, or joint venture.
2. Please list the Design-Build entity's current or intended shareholders, partners, or members.
3. Does the Respondent (including all personnel and subcontractors included in this SOQ/proposal) have the licenses and registrations required to design and construct the Project as contemplated?
4. Have the licenses or registrations of any of the entities considered in the response to the question above been revoked or suspended at any time?
5. Does the Proposer's construction firm have liability insurance (commercial general liability of two million dollars per occurrence and professional liability insurance of at least two million dollars per occurrence) with an A.M. Best Company Financial Strength Rating of A- or better and authorized to do business in the State of California?
6. Do all of the firms included in the SOQ have workers' compensation insurance?
7. Does the Proposer's construction firm have a workers' safety program in place?
8. Does the Proposer's construction firm have an average experience modification rate of 1.00 or less in the most recent three-year period, and does its average total recordable injury or illness rate and average lost work rate for the most recent three-year period not exceed the applicable statistical standards for its business category, or is it a party to an alternative dispute resolution (ADR) system as provided for in Section 3201.5 of the California Labor Code?

Note: If the answer above is no, then the Proposer shall provide its record for the past five (5) years, including Experience Modification Rate (EMR), OSHA recordable incident rate, and a summary of any safety citations or violations, along with an explanation of corrective actions for any incidents exceeding industry norms.

The responses to the questionnaire must be signed by a representative of the Proposer who has authority to contractually bind the Design-Build team and must state from that representative that "I certify under penalty of perjury that the information provided in the foregoing is true and correct," along with the name, title, company and date signed by said representative.

**APPENDIX C  
DESIGNATION OF SUBCONTRACTORS LIST**

Each Respondent shall list the name, location of the place of business, California contractor license number, and scope of work for each subcontractor, subconsultant, or major trade partner who will perform work or services in an amount exceeding one-half of one percent (0.5%) of the total contract price, as required by California Public Contract Code (PCC) Section 4104.

Failure to properly list subcontractors may render the proposal non-responsive and subject to disqualification. If no subcontractors are proposed at this stage, indicate "None" and acknowledge that subcontractors will be designated during Phase 1 consistent with the City's Progressive Design-Build Agreement.

Subcontractor / Trade Partner Name	Business Address	License No. / Classification	Portion of Work / Trade	% of Work or Est. Value (\$)	DIR Registration No.
---------------------------------------	---------------------	---------------------------------	-------------------------------	------------------------------------	----------------------------

If the Proposer intends to identify "Pre-Construction Trade Partners" (e.g., structural, MEP, civil, etc.) for participation during Phase 1 design development, the following table may be used:

Trade Partner	Role During Phase 1	Anticipated Role in Phase 2	Selection Method (e.g., Expertise, Early Trade)	CA License No. & DIR Registration No.
------------------	------------------------	--------------------------------	--	--

**NOTES:**

1. Subcontractor percentages or values are preliminary and for informational purposes only; final scopes and values will be confirmed prior to execution of the Phase 2 Price Amendment.
2. Subcontractors performing work under the Contract Documents must hold valid California contractor licenses and Department of Industrial Relations (DIR) registration at the time of contract execution.
3. Any substitution of listed subcontractors shall comply with PCC Section 4107 and must be approved by the City in writing.
4. For design-build entities, design consultants who are integral to the team (architect, structural engineer, MEP engineers) shall also be listed (with firm name, discipline, CA license number, primary contact, and email/phone number).

The Respondent shall also include the following acknowledgement as part of the submission:

"The undersigned certifies under penalty of perjury under the laws of the State of California that the information provided herein is true and correct to the best of my knowledge."

Authorized Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title and Company Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPENDIX D  
CONFLICT OF INTEREST DISCLOSURE**

	YES*	NO
1 Are you currently in litigation with the City of Redondo Beach or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2 Do you represent any firm, organization or person who is in litigation with the City of Redondo Beach?	<input type="checkbox"/>	<input type="checkbox"/>
3 Do you currently represent or perform work for any clients who do business with the City of Redondo Beach?	<input type="checkbox"/>	<input type="checkbox"/>
4 Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Redondo Beach, or in a business which is in litigation with the City of Redondo Beach?	<input type="checkbox"/>	<input type="checkbox"/>
5 Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Redondo Beach employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6 Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>

\* If the answer to any question is yes, please explain in full below.

The responses to the foregoing must be signed by a representative of the Respondent who has authority to contractually bind the Design-Build team and must state the following:

“I certify under penalty of perjury that the information provided in the foregoing is true and correct,” along with the name, title, company and date signed by said representative.”

Authorized Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title and Company Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPENDIX E  
NON-COLLUSION DECLARATION**

Title 23 United States Code Section 112, and  
California Code, Public Contract Code (PCC) Section 7106

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], California.”

\_\_\_\_\_  
(Signature of representative of Bidder)

## **APPENDIX F PERFORMANCE BOND**

Under California law, progressive design-build (PDB) projects are subject to specific bonding requirements mandated by California Civil Code Sections 9550-9566 (the "Little Miller Act") and Public Contract Code (PCC) Section 22172.1.

In accordance with the Contract Documents, the Design-Builder shall, no later than ten (10) days after the Phase 2 Amendment Date, provide the City (Owner) with a Performance Bond in the penal amount equal to one hundred percent (100%) of the GMP (contract price), which bond shall cover the faithful performance of all the Design-Builder's obligations under the Contract Documents, and on the City's form(s) herein. If Design-Builder fails to provide such bond, Design-Builder may be found in material default of the Agreement.

The Performance Bond shall be provided by a surety (or sureties) authorized by applicable Legal Requirements to do business in the State of California, with an A.M. Best Company Financial Strength Rating of A- or better. Sureties must also be listed in the U.S. Department of Treasury's Circular No. 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies (U.S. Department of the Treasury 2022).

The bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.

If during the continuance of the Contract Documents any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Agreement may be suspended and the materials may be purchased or the Work completed as provided in the Contract Documents.

No modifications or alterations made in the Work to be performed under the Contract Documents or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.

The Contract Documents will not be executed by City nor the Notice to Proceed issued until the said bond(s) have been received and approved by the City. The City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

**PERFORMANCE BOND**

---

**Bond No.:** \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Redondo Beach, California ("City"), has awarded to

\_\_\_\_\_  
\_\_\_\_\_

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

**MEASURE FP PROJECT**

**WHEREAS**, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

**NOW, THEREFORE**, we, the undersigned Principal, and

\_\_\_\_\_  
\_\_\_\_\_

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract Documents, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

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

**“Principal”**

**“Surety”**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Insert Seal)

(Insert Seal)

**CITY OF REDONDO BEACH  
APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

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

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

Risk Manager

City Attorney

**Note:** This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## **APPENDIX G LABOR AND MATERIAL PAYMENT BOND**

Under California law, progressive design-build (PDB) projects are subject to specific bonding requirements mandated by California Civil Code Sections 9550-9566 (the "Little Miller Act") and Public Contract Code (PCC) Section 22172.1.

In accordance with the Contract Documents, the Design-Builder shall, no later than ten (10) days after the Phase 2 Amendment Date, provide the City (Owner) with a Labor and Material Payment Bond in the penal amount equal to one hundred percent (100%) of the GMP (contract price).

The Labor and Material Payment Bond shall be provided by a surety (or sureties) authorized by applicable Legal Requirements to do business in the State of California, with an A.M. Best Company Financial Strength Rating of A- or better. Sureties must also be listed in the U.S. Department of Treasury's Circular No. 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies (U.S. Department of the Treasury 2022).

The bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.

If during the continuance of the Contract Documents any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Agreement may be suspended and the materials may be purchased or the Work completed as provided in the Contract Documents.

No modifications or alterations made in the Work to be performed under the Contract Documents or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.

The Contract Documents will not be executed by City nor the Notice to Proceed issued until the said bond(s) have been received and approved by the City. The City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

**LABOR AND MATERIAL PAYMENT BOND**

---

**Bond No.:** \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Redondo Beach, California ("City"), has awarded to

\_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

**MEASURE FP PROJECT**

**WHEREAS**, Principal is required under the terms of the Contract Documents and the California Civil Code to secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law.

**NOW, THEREFORE**, we, the undersigned Principal, and

\_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract Documents, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

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

**“Principal”**

**“Surety”**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Insert Seal)

(Insert Seal)

**CITY OF REDONDO BEACH  
APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

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

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

Risk Manager

City Attorney

**Note:** This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## APPENDIX H INSURANCE REQUIREMENTS

### **Design-Builder Insurance Coverages**

Design-Builder shall procure and maintain the following insurance and limits of liability at all times during the period in which the Agreement is in full force and effect, provided, however, that the Builder's Risk Insurance shall be procured and maintained as set forth in paragraph (d) below. The required insurance shall be procured and maintained from insurance companies currently authorized by the Insurance Commissioner to transact business of insurance or on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of AM Best's Key Rating Guide, unless otherwise approved by Owner. Design-Builder, at its own cost and expense, may purchase any additional kinds of insurance which in its own judgment may be necessary to protect its interests.

a. **Commercial General Liability Insurance.** Design-Builder shall procure and maintain a policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional named insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$5,000,000 per occurrence for all covered losses, and no less than \$10,000,000 general aggregate, for bodily injury, personal injury and property damage, and \$10,000,000 completed operations aggregate. Products/completed operations coverage shall extend a minimum of three (3) years after Project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, and its officials, officers, agents, and employees, shall be included as additional insureds under the policy.

b. **Automobile Liability Insurance.** Design-Builder shall procure and maintain a policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$2,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

c. **Workers' Compensation and Employer's Liability Insurance.** Design-Builder shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California (statutory limits) as well as a policy of employer's liability insurance (with limits of at least \$1,000,000), which shall each indemnify, insure and provide legal defense for Design-Builder against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Design-Builder in the course of carrying out the work or services contemplated in the Agreement.

d. Builder's Risk Insurance. For new building and building renovation construction, Design-Builder shall procure and maintain a policy of Builder's Risk Insurance. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The policy shall be provided for replacement value on an "all-risk" or special causes of loss basis, including earthquake and flood. The Owner shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include coverage for debris removal, and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be sufficient to ensure the full replacement value of any property or equipment stored either on or off the project site or in transit. Such insurance shall be on a form acceptable to Owner to ensure adequacy of terms and limits. Design-Builder shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to Owner. The Design-Builder shall be the named insured, and the Owner and subcontractors of any tier shall be named as insureds. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the Owner, its officials, officers, agents, and employees.

e. Contractor's Pollution Liability Insurance. Design-Builder shall procure and maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to Owner providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. All activities contemplated in the Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officials, officers, agents, and employees as insureds. The policy shall remain in full force and effect for the period of the Work and a five (5)-year extended reporting period after Final Completion.

f. Professional Liability Insurance. Design-Builder or Lead Engineer shall procure and maintain Professional Liability insurance. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the Agreement Date. The policy must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under the Agreement. The insurance must be maintained for at least five (5) consecutive years after Final Completion. During this additional 5-year period, Design-Builder shall annually and upon request of Owner submit written evidence of this continuous coverage. Limits shall be no less than \$2,000,000 per claim and \$4,000,000 general aggregate.

g. Cyber. Design-Builder shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Design-Builder, its agents, representatives, or employees. Design-Builder shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, shall be maintained with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design-Builder in this agreement and shall include, but not be limited

to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

h. Umbrella/Excess Liability Insurance. Excess liability insurance and/or umbrella liability insurance may be used to satisfy the above obligations. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: (1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; (2) be payable on behalf of wording as opposed to reimbursement; (3) have concurrency of effective dates with primary policies; (4) "follow form" to the underlying primary policies; and (5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

### **Insurance to be Maintained by First-Tier Design Consultants and Subcontractors**

General and Limits. Design-Builder will cause all first-tier Design Consultants and Subcontractors to procure and maintain the following minimum insurance coverages or be responsible for maintaining such coverages on behalf of each party. The policies shall satisfy the same requirements as set forth above for Design-Builder, with the exception of the limits which are set forth below. Owner Indemnitees shall be additional named insureds on each such policy on a primary, non-contributory basis for the coverages set forth in paragraphs (a), (b) and (d) below.

a. Commercial General Liability Insurance. Limits in an amount no less than \$2,000,000 per occurrence and in the aggregate annually.

b. Automobile Liability Insurance. Limits in an amount not less than \$1,000,000 combined single limit for each accident.

c. Workers' Compensation and Employer's Liability Insurance. Statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1,000,000 bodily injury by accident, each accident, and \$1,000,000 bodily injury by disease, each employee.

d. Umbrella/Excess Liability Insurance. For Subcontracts valued at more than \$1,000,000, umbrella/excess coverage shall be in the amount of \$3,000,000 per occurrence and in the aggregate annually.

CCIP. Should Design-Builder implement a contractor-controlled insurance program ("CCIP") providing compliant insurance for all participants with regard to on-site activities, all first-tier Subcontractors enrolled in the CCIP shall still be responsible for procuring and maintaining automobile liability insurance and the other insurance coverages noted above with regard to off-site work. Owner Indemnitees shall be included as additional named insureds on a primary, non-contributory basis for the applicable insurance coverages set forth in paragraphs (a), (b) and (d) above.

## **Insurance to be Maintained by Suppliers**

Design-Builder shall require Suppliers to purchase and maintain commercial general liability, automobile liability and any other insurance that is appropriate for their participation in the Project.

**Subcontractors:** Design-Builder must enter into a written and executed contract agreement with each of its subcontractors, subconsultants, and/or any other parties (“subcontractor” or “subcontractors”) that provide materials, services, or perform construction or other work on or for the Project. The contract agreement must contain a defense, indemnification, and hold harmless provision in favor of the Owner, its officials, officers, agents, and employees. The contract agreement shall also cause the subcontractor to comply with the insurance requirements required of Design-Builder under this Agreement, except for Builder’s Risk Insurance and Professional Liability insurance if subcontractor will not be providing design or engineering services. Design-Builder shall obtain certificates of insurance and required policy endorsements from each of its subcontractors and provide a copy to the Owners upon request.

## **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Design-Builder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Design-Builder’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the Design-Builder’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Design-Builder’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Umbrella or Excess Policy:** The Design-Builder may use Umbrella or Excess Policies to provide the liability limits as required in this contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Design-Builder’s primary and excess liability policies are exhausted.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**Waiver of Subrogation:** Design-Builder hereby grants to City a waiver of any right to subrogation which any insurer of said Design-Builder may acquire against the City by virtue of the payment of any loss under such insurance. Design-Builder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Design-Builder to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Design-Builder or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Design-Builder to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

**Claims Made Policies (note: should be applicable only to professional liability, see below):** If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Design-Builder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**Verification of Coverage:** Design-Builder shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Design-Builder's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**APPENDIX I  
PROPOSAL FEE INSTRUCTIONS**

For purposes of this solicitation, Phase 1 (Pre-Construction) refers to preconstruction and design development services performed up to the execution of the Guaranteed Maximum Price (GMP). Phase 2 (Construction) refers to completion of design documents, agency permitting, construction administration, and construction of the Project.

**1. ATTACH: Phase 1 (Pre-Construction) Staffing and Hourly Rates Table**

Attach a table to the proposal showing the planned staffing to be assigned during Phase 1 and list all individuals by name, job classification, whether they are existing employees or independent consultants, estimated number of hours, and hourly rate (including all markups). Also include a total of all hours planned to be expended.

**2. ATTACH: Phase 2 (Construction) Staffing and Hourly Rates Table**

Attach a table to the proposal showing the planned staffing to be assigned to site management during Phase 2 and list all individuals by name, job classification, whether they are existing employees or independent consultants, estimated number of hours, and hourly rate (excluding overhead and profit). Also include a total of all hours planned to be expended.

Proposers should assume a total construction duration of twenty-four (24) months, inclusive of mobilization and closeout of both the temporary and permanent facilities, which takes into account a phased build-out approach in order to maintain operational continuity; however, the final construction duration and sequencing will be confirmed and refined in coordination with the Design-Builder during Phase 1 services.

**3. ITEMIZE: Design-Builder Service Fees**

The Design-Builder shall propose fees for the Project as follows:

Phase 1 (Pre-Construction) Services Fee

Provide an itemized, not-to-exceed amount to cover all Phase 1 services, including the following components as defined.

- Design services - including program validation, conceptual design, schematic design and design development - necessary to support development of the GMP, but excluding construction documents and construction administration, which shall be part of Phase 2.
- Pre-construction services such as estimating, scheduling, phasing/logistics planning, and constructability reviews for the Design-Builder, subcontractors, consultants and others. Include all meetings and presentations outlined in the scope of work.
- Overhead and profit on design and pre-construction services.

Design Services: \$ \_\_\_\_\_  
Pre-Construction Services: \$ \_\_\_\_\_  
Overhead and Profit: \$ \_\_\_\_\_

Phase 2 (Construction) Services Fee

Provide an itemized breakdown for Phase 2 services, including design completion, construction administration, general conditions and applicable markups, as noted.

- Design completion and construction administration services including design consultant fees for preparation of construction documents, agency permitting, and construction administration through Project closeout. Identify the basis of these fees (as a lump sum or percentage of construction).
- General conditions (GC) / general requirements (GR) should include all staff and facilities to be located at the construction site and necessary to manage the construction of the Project, but not including overhead and profit. Proposers shall express GC/GR costs on a monthly basis, inclusive of all on-site personnel and expenses required to manage the Project construction.
- Overhead and profit stated as a percentage of the total estimated design and construction cost.
- Payment and performance bonds stated as a percentage of total estimated design and construction cost.

Design Completion /  
Construction Document Services: \$ \_\_\_\_\_

Construction Administration Services: \$ \_\_\_\_\_

General Conditions / General  
Requirements: \$ \_\_\_\_\_

Overhead and Profit Percentage: \$ \_\_\_\_\_

Payment and Performance  
Bonds Percentage: \$ \_\_\_\_\_

**NOTE: GMP Amendment**

Percentages and fees proposed herein will serve as the basis for negotiation of the Guaranteed Maximum Price (GMP) Amendment and will apply to the agreed-upon cost of work at that stage (of the Project).

**AGREEMENT FOR PROGRESSIVE DESIGN-BUILD  
SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND \*\*\*DESIGN-BUILDER\*\*\***

THIS AGREEMENT FOR PROJECT SERVICES ("Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and DESIGN-BUILDER, a California Corporation ("Consultant", "Contractor" or "Design-Builder").

The parties hereby agree as follows:

- A. Contract Documents. The "Request for Qualifications/Proposals", "Progressive Design-Build Agreement", and "General Conditions of Contract Agreement Between Owner and Design-Builder" are hereby incorporated into and made part of Exhibits to this Agreement as "Contract Documents". In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall take precedence. However, if this Agreement does not address a legal issue for this Project, the parties shall be governed by the provisions of the Contract Documents.
  
- B. Description of Project and Scope of Services. The project description and progressive design-build services to be provided by the Design-Builder, and any corresponding responsibilities of City or services required to be performed by City, are set forth in Exhibits "1", "A", and "B", respectively. By entry into this Agreement and upon City's issuance of a written "Notice to Proceed", City contracts for the services in Phase One (1) for design. Design-Builder shall not perform any other Phase of the Agreement, and this Agreement shall not be a contract for any other Phase, until further performance is authorized by City's issuance of a written "Notice to Proceed" for such additional phase(s). It shall, however, remain Design-Builder's offer to perform all remaining phases described herein. In the event Design-Builder performs without City's prior written authorization, Design-Builder will not be entitled to compensation for such services.
  
- C. Term and Time of Completion. Design-Builder shall commence and complete the project and services described in Exhibits "A" and "B" in accordance with the schedule set forth in Exhibit "1".
  
- D. Compensation. City agrees to pay Design-Builder for work performed at the times, in the amounts, and under the conditions specified in Exhibit "1".
  
- E. Insurance. Design-Builder shall adhere to the insurance requirements outlined in the Contract Documents.
  
- F. California Labor Law Requirements. Design-Builder shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including California Labor Law Requirements as set forth in the Contract Documents.

\* \* \* \* \*

## GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics, or other materials shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend, and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibits "1", "A", and "B" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibits "1", "A", and "B" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in the Contract Documents are itemized by price, the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "1", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant, to the extent available, with any City standards, details, specifications,

and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibits "1", "A", and "B". Consultant, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to

engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement,

all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, and employees (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City.
  - a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) arising out of or related to the performance of this Agreement, excluding Consultant's design professional services, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, to the extent that they arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - c. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the insurance requirements set forth in Contract Documents.

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
  - a. Acknowledgement. Consultant will comply with the provisions of this paragraph to the extent applicable to the Consultant. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one (1) and one-half (1/2) times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.
  - b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply and Consultant shall comply with the Contract Documents pertaining to California Labor Law Requirements.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran

status. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall

prevail over those prepared by Consultant.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibits "1", "A", and "B" which do not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the

date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "1" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this XX day of MONTH, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

DESIGN-BUILDER/CONTRACTOR,  
a California corporation

\_\_\_\_\_  
James A. Light, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

**EXHIBIT "1"**

**City of Redondo Beach**

**Progressive Design-Build Agreement**

---

This **AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_\_, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**

**City of Redondo Beach**  
415 Diamond Street  
Redondo Beach, CA 90277

**DESIGN-BUILDER:**

*(Name and address)*

**PROJECT:**

*Measure FP - Public Safety General Obligation Bond Measure*

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## Article 1

### **General**

- 1.1 Mutual Obligations. Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under the Contract Documents.
- 1.2 Basic Definitions. Exhibit 1.1 to this Agreement sets forth the definitions for defined terms in the Contract Documents; provided, any terms, words and phrases used in this Agreement that are not otherwise defined shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract").
- 1.3 Design Professional Services. Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, currently California licensed design professionals employed by Design-Builder, or procured from qualified, independent, currently California licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.
- 1.3.1 In accordance with California Civil Code Section 2782.8(b), "All contracts and all solicitation documents, including requests for proposal, invitations for bid, and other solicitation documents for design professional services are deemed to incorporate by reference the provisions of this section." Moreover, per Civil Code Section 2782.8(c), "design professional" includes all of the following:
- 1.3.1.1 An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- 1.3.1.2 An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- 1.3.1.3 An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- 1.3.1.4 An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.
- 1.3.2 Pursuant to Business and Professions Code Section 7059(b) and Public Contract Code Section 3300(a), a valid California Contractor's License Class "B" (General Building Contractor) issued by the California Contractors State License Board (CSLB) is required by the Design-Builder at the time the contract is awarded. Design-Builder shall maintain said license and obtain and maintain, at its sole cost and expense, such other license, permits, registrations, and approvals as may be required by applicable legal requirements. Design-Builder shall further ensure that all Design Consultants and Subcontractors obtain and maintain all licenses, permits, registrations, and approvals as may be required by the above statutes and any other applicable legal requirements.

## Article 2

### **Design-Builder's Services and Responsibilities**

#### 2.1 General Services.

2.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.

2.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

#### 2.2 Phased Services.

2.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 2.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 7.1 herein, including completion of design services for the Project pursuant to the Contract Price Amendment or, in the event that no such Contract Price Amendment is executed, upon the request of Owner pursuant to Section 5.3.2. The level of completion required for Phase 1 Services is defined in Exhibit B, Phase 1 Scope of Services (either as a percentage of design completion or by defined deliverables).

2.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of design support during construction, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as to be further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Section 2.3.

2.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Phase 2 Price Proposal") for the completion of the design and construction for the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).

2.3.1 The Phase 2 Price Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price that may be based on a Lump Sum or Design-Builder's Fee and Cost of the Work, with an option for a GMP, which shall be the sum of:

- i. Design-Builder's Fee as defined in Section 7.4.1 hereof;
- ii. The estimated Cost of the Work as defined in Section 7.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.6.2 hereof; and
- iii. If applicable, any prices established under Section 7.1.3 hereof;

2.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Phase 2 Price Proposal;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Phase 2 Price Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Phase 2 Price Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a project schedule for the Work (Project Schedule);

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Price Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

2.3.1.9 If applicable, a Savings provision;

2.3.1.10 If applicable, Performance Incentives;

2.3.1.11 The time limit for acceptance of the Proposal; and

2.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

2.3.2 Review and Adjustment to Phase 2 Price Proposal.

2.3.2.1 After submission of the Phase 2 Price Proposal, Design-Builder and Owner shall meet to discuss and review the Phase 2 Price Proposal. If Owner has any comments regarding the Phase 2 Price Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Phase 2 Price Proposal.

2.3.2.2 Acceptance of Phase 2 Price Proposal. If Owner accepts the Phase 2 Price Proposal, as may be amended by Design-Builder and Owner, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (interchangeably Contract Price Amendment or Phase 2 Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed

with Phase 2 Services, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

2.3.2.3 Failure to Accept the Phase 2 Price Proposal. If Owner rejects the Phase 2 Price Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Phase 2 Price Proposal that it accepts the Phase 2 Price Proposal, the Phase 2 Price Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i. Owner may suggest modifications to the Phase 2 Price Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Phase 2 Price Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 2.3.2.2 above;
- ii. [DBIA Document No. 544, 2024, option intentionally omitted]; or
- iii. Owner may exercise its rights to terminate this Agreement for convenience in accordance with Article 9 hereof.

2.3.2.4 If Owner fails to exercise any of its options under Section 2.3.2.3 within, as applicable, the Phase 2 Price Proposal acceptance period, as such period may be extended by mutual agreement of the parties, Design-Builder may, after giving Owner thirty (30) days written notice of intention to do so, declare the Phase 2 Price Proposal null and void. Additionally, Design-Builder may declare that Owner has constructively terminated the Agreement under Section 9.1.1 below, in which case Design-Builder's sole rights and remedies shall be as stated in Section 9.1.2 below.

### **Article 3**

#### **Contract Documents**

3.1 The Contract Documents are comprised of the following, and shall be construed in the following order of priority:

3.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with the General Conditions of Contract Agreement Between Owner and Design-Builder ("General Conditions of Contract");

3.1.2 The Contract Price Amendment referenced in Section 2.3.2.2 herein or the Phase 2 Price Proposal accepted by Owner in accordance with Section 2.3 herein.

3.1.3 This Agreement, including all exhibits (including, but not limited to Exhibits A, Owner's Project Criteria, and B, Scope of Services) but excluding, if applicable, the Contract Price Amendment; provided, that in the event of conflict between the Agreement and any attachment or exhibit, the attachment or exhibit shall prevail.

3.1.4 The General Conditions of Contract;

3.1.5 Construction Documents (100% signed drawings and completed Project specifications) prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and

3.1.6 Any other documents (*specify here*).

## Article 4

### **Interpretation and Intent**

4.1 Design-Builder and Owner, at the time of acceptance of the Phase 2 Price Proposal by Owner in accordance with Section 2.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Phase 2 Price Proposal pursuant to a Contract Price Amendment.

4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Phase 2 Price Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1 hereof.

4.3 Terms, words, and phrases used, and not otherwise defined in Exhibit 1.1 of this Agreement, in the Contract Documents, including this Agreement, shall have the meanings given them in the DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder (2022 Edition)* ("General Conditions of Contract").

4.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

4.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## Article 5

### **Ownership of Work Product**

5.1 **Owner's Rights in Work Product.** All drawings, specifications, and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement are deemed "Work Product". Design-Builder hereby assigns and conveys to Owner all right, title, and interest, including all copyrights, patents, or any other intellectual property rights (but excluding Pre-Existing Intellectual Property defined in Section 5.3 below) in all Work Product and all ideas or methods specifically developed for such Work Product. All Work Product will become the property of Owner on the earlier of: (a) Owner's payment to Design-Builder of monies due in accordance with this Agreement and not subject to a good faith dispute; (b) the date any Work Product is delivered to Owner; or (c) upon any termination of this Agreement. Owner's use of any Work Product for any purpose other than the Project, without the involvement of Design-Builder, shall be at its own risk, and Design-Builder shall have no liability to Owner for or relating to any such use.

5.2 **Design-Builder and/or Design-Builder Related Entities' Rights in Work Product.** Owner hereby grants Design-Builder and any respective Design-Builder related entity, to the extent to which Design-

Builder and/or Design-Builder related entity developed any Work Product, a perpetual, royalty-free, irrevocable, global, and unrestricted license to use the Work Product for any purposes whatsoever for itself and other clients or owners, including without limitation, the right to copy, develop derivative works, improve, alter, and to further sublicense the Work Product to any other entities, clients, owners, subconsultants and/or subcontractors of any tier. For the avoidance of doubt, Design-Builder may make and retain copies of the Work Product for information, reference and use by Design-Builder related entities with respect to the Work. Except as specifically provided in this Section 5.2 and in Section 5.3 below, no Design-Builder related entity will own or claim any copyright, patent, or any other intellectual property right in or with respect to any Work Product or ideas or methods specifically developed for such Work Product.

5.3 Pre-Existing Intellectual Property. Owner acknowledges and agrees that in the performance of services under this Agreement, a Design-Builder related entity may use proprietary algorithms, software, hardware, databases, other background technology, and other proprietary information that the Design-Builder related entity developed or licensed from third parties prior to the Agreement Date or, in the case of the performance of Phase 2 Services, prior to the date upon which the GMP Amendment is effective, or for any specific Early Work Package, prior to the date upon which the relevant Early Work Package amendment is effective ("Pre-Existing Intellectual Property"). Without limiting Owner's rights with respect to the Work Product or the Project, the Design-Builder related entity will retain all right, title, and interest in such Pre-Existing Intellectual Property. However, Owner shall have the irrevocable, perpetual, and unrestricted right from and after the Agreement Date to use (or permit use of) all Pre-Existing Intellectual Property incorporated in the Work Product or the Project, all oral information received by Owner in connection with the Work, and all ideas or methods represented by Pre-Existing Intellectual Property incorporated in the Work Product or the Project, and in each case without additional compensation. Design-Builder hereby licenses such irrevocable, perpetual, and limited rights to Owner for the sole purpose of designing, constructing, commissioning, operating, and maintaining the Project. Owner's use of such license rights for any purpose other than the Project shall be at its own risk, and neither Design-Builder nor any other Design-Builder related entity shall have liability to Owner for or relating to any such use. The parties acknowledge and agree that notwithstanding the foregoing, any third party software purchased or developed for use for the Project, regardless of the date of purchase or development, shall be deemed to be Pre-Existing Intellectual Property, *provided, however*, that any input or output data or other information obtained through such third party software shall be deemed Work Product and not Pre-Existing Intellectual Property, unless such data or other information obtained otherwise meets the definition of Pre-Existing Intellectual Property.

## **Article 6**

### **Contract Time**

6.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 1 Services unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Phase 2 Price Proposal is accepted and the Contract Price Amendment is amended pursuant to this Agreement unless the parties mutually agree otherwise in writing. Phase 1 Services shall be completed no later than the date set forth in the milestone schedule as shown in 6.2.2 below.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work shall be achieved no later than (\_\_\_\_\_) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

6.2.2 Interim Milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

- a. 50% Design within (\_\_\_\_\_) days of the Date of Commencement for Phase 1 Services.

- b. 100% Design within (\_\_\_\_\_) days of the Date of Commencement for Phase 1 Services.
- c. Substantial Completion within the earlier of (a) (\_\_\_\_\_) days of the Notice to Proceed for Phase 2 Services or (b) the Scheduled Substantial Completion Date.

6.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.17 of the General Conditions of Contract.

6.2.4 All of the dates set forth in this Article 6 (“Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions of Contract.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if: (a) Phase 1 Services Completion is not attained by the Scheduled Phase 1 Services Completion Date (the “Phase 1 LD Date”), Design-Builder shall pay Owner (\$\_\_\_\_\_) dollars as liquidated damages for each day that Substantial Completion extends beyond the Phase 1 LD Date; and (b) Substantial Completion not attained by the Scheduled Completion Date (the “Phase 2 LD Date”), Design-Builder shall pay Owner (\$\_\_\_\_\_) dollars as liquidated damages for each day that Substantial Completion extends beyond the Phase 2 LD Date.

6.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any), or Final Completion; provided, that this limitation shall not apply to other extra costs, losses, expenses, claims, penalties, and any other damages arising for reasons caused by the Design-Builder that do not relate to delay in achieving Substantial Completion, Interim Milestone Dates (if any) or Final Completion.

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be (\$\_\_\_\_\_) dollars.

## Article 7

### **Contract Price**

7.1 Contract Price.

7.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the not-to-exceed sum of (\$\_\_\_\_\_) dollars for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract (“Phase 1 Services Contract Price”). Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

7.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price (“Contract Price”) equal to the Lump Sum amount set forth in Section 7.2 hereof or in the Contract Price Amendment, or equal to the Design-Builder’s Fee (as defined in Section 7.4 hereof) plus the Cost of the Work (as defined in Section 7.5 hereof), subject to any GMP established in Section 7.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

7.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis, as may be applicable and unless the parties agree otherwise.

7.2 Lump Sum. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum as set forth in the Contract Price Amendment ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of the Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

7.3 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Article 9 of the General Conditions of Contract, the following markups shall be allowed on such changes:

7.3.1 For additive Change Orders initiated by the Owner, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee equal to the percentage set forth in the Design-Builder's Fee of the additional costs incurred for that Change Order, plus any other markups set forth in the Contract Price Amendment, if any.

7.3.2 For deductive Change Orders initiated by the Owner, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

*[Check one box only.]*

No additional reduction to account for Design-Builder's Fee or any other markup.

or

An amount equal to the sum of: (a) (\_\_\_\_%) percent applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth in Exhibit (\_\_\_\_) hereto applied to the direct costs of the net reduction.

7.3.3 Any changes or extra work provided under any Change Order shall be a part of and subject to all the provisions of this Agreement and the Design-Builder, and its sureties shall be bound thereby and to the same extent as under the original Agreement.

7.4 Design-Builder's Fee.

7.4.1 Design-Builder's Fee for Phase 2 Services shall be:

(\_\_\_\_%) percent of the Cost of the Work.

7.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

7.4.2.1 For additive Change Orders initiated by the Owner, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of as equal to the percent set forth in Design-Builder's Fee of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in the Contract Price Amendment.

7.4.2.2 For deductive Change Orders initiated by the Owner, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

*[Check one box only.]*

No additional reduction to account for Design-Builder's Fee or any other markup.

or

- An amount equal to the percentage set forth in Section 7.4.1.

## 7.5 Cost of the Work.

7.5.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

7.5.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

7.5.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

7.5.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit (\_\_\_) and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a (\_\_\_\_%) percent markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

7.5.1.4 Pro rata costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.1.3 hereof.

7.5.1.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

7.5.1.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

7.5.1.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes, inadvertence, and negligence of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

7.5.1.8 Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.

7.5.1.9 Costs less salvage value of materials, supplies, temporary facilities, machinery,

equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.

7.5.1.10 Costs of removal of debris and waste from the Site.

7.5.1.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.

7.5.1.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work; provided, that any rental charges or costs from assets rented from Design-Builder shall not exceed the prevailing market cost (which shall not exceed the applicable rate set forth in the most current Labor Surcharge and Equipment Rental Rates (Cost of Equipment Ownership) published by the State of California, California State Transportation Agency, Department of Transportation, Division of Construction).

7.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

7.5.1.14 All fuel and utility costs incurred in the performance of the Work.

7.5.1.15 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

7.5.1.16 Legal costs, court costs, and costs of mediation and arbitration reasonably arising from claims based on the Owner's negligence, wrongful acts, or breach of this Agreement, as determined by agreement or final judicial decision.

7.5.1.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

7.5.1.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent, except to the extent caused by Design-Builder's negligence.

7.5.1.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence or avoidable omissions.

7.5.1.20 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property, except to the extent caused by Design-Builder's negligence.

7.5.1.21 Accounting and data processing costs related to the Work.

7.5.1.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

7.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

7.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3 hereof.

7.5.2.2 Overhead and general expenses, except as provided for in Section 7.5.1 hereof, or which may be recoverable for changes to the Work.

7.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

7.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

7.5.2.5 Any costs arising from the Design-Builder's negligence.

7.5.3 In the event that Design-Builder receives proceeds from third party sources for the Cost of Work, including, but not limited to insurance proceeds, such amounts shall reduce the City's obligation to make such payment for such Cost of Work.

7.6 The Guaranteed Maximum Price (GMP). If this option is used, the GMP and its basis shall be set forth in an amendment to this Agreement (Contract Price Amendment or Phase 2 Amendment) and may include any of the following unless the parties mutually agree otherwise.

7.6.1 Design-Builder guarantees that it shall not exceed the GMP of (\$\_\_\_\_\_ ) Dollars. Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

7.6.2 The GMP includes a Contingency in the amount of (\$\_\_\_\_\_ ) dollars, which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Article 8 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

7.6.3 Savings.

7.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 7.1.3 hereof) is less than the GMP, as

such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

*[Choose one of the following.]*

(\_\_\_\_%) percent to Design-Builder and (\_\_\_\_%) percent to Owner.

or

The first (\$ \_\_\_\_\_) dollars of Savings shall be provided to \_\_\_\_\_ (choose either Design-Builder or Owner), with the balance of Savings, if any, shared (\_\_\_\_%) percent to Design-Builder and (\_\_\_\_%) percent to Owner.

7.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 8.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

## 7.7 Allowance Items and Allowance Values.

7.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Phase 2 Price Proposal.

7.7.2 Design-Builder and Owner shall have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.7.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project Schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

## **Article 8**

### **Procedure for Payment**

8.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: The hourly rates set forth in Exhibit (\_\_\_\_); provided, that in no event shall exceed the Phase 1 Contract Price.

## 8.2 Contract Price Progress Payments.

8.2.1 Design-Builder shall submit to Owner on the (\_\_\_\_) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

8.2.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

8.2.3 If Design-Builder's Fee under Section 7.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

### 8.3 Retainage on Progress Payments.

8.3.1 Owner will retain five percent (5%) percent of each Application for Payment provided, however, that when seventy-five percent (75%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner may choose to not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

8.3.2 Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

8.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.6 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within sixty (60) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.6 of the General Conditions of Contract.

8.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one percent (1%) per month until paid.

8.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of four (4) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of four (4) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

## Article 9

### Termination for Convenience

#### 9.1 Owner's Right to Terminate for Convenience Prior to Execution of Phase 2 Amendment

9.1.1 Prior to execution of the Phase 2 Amendment, Owner may terminate this Agreement for its convenience for any reason, including but not limited to the failure of Owner and Design-Builder to agree upon the terms of a Phase 2 Amendment. Owner's decision to terminate under this Section 9.1.1 shall be made in its sole and absolute judgment. The provisions of this Section 9.1 address Owner's rights to terminate this Agreement for its convenience prior to the execution of the Phase 2 Amendment. For the avoidance of doubt, the termination for convenience provisions of Section 11.6 of the General Conditions of Contract is not applicable to Owner's termination under this Section 9.1.

9.1.2 If Owner terminates this Agreement under Section 9.1.1 above, Design-Builder's sole and exclusive right and remedy shall be to be paid for all Phase 1 Services properly performed through the date of the termination notice. Design-Builder shall not be entitled to any overhead or profit on unperformed Work or services of any other kind. In no case shall Design-Builder or any other Design-Builder related entity be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs, or consequential or other damages as a result of the termination.

9.1.3 Owner shall have the right, in its sole and absolute judgment, to determine whether to complete the Project and, if so, the delivery approach for the Project, including but not limited to the right to complete the design and use a design-bid-build or construction manager at-risk process, retain another design-builder, or any other delivery approach.

#### 9.2 Furnishing of Documents

9.2.1 If Owner has exercised its rights under Section 9.1.1 above, Owner and Design-Builder shall promptly meet and confer about the documents and other materials prepared by Design-Builder, Design Consultants and, if applicable, Subcontractors as part of the Phase 1 Services. Design-Builder shall furnish, or cause to be furnished, to Owner all design documents and other materials, including but not limited to schedules, bid packages, cost estimates, and procurement documents, requested by Owner, which documents shall, to the extent they were not already Work Product, be deemed Work Product.

#### 9.3 Owner's Right to Terminate for Convenience after Execution of Phase 2 Amendment

9.3.1 Upon execution of the Phase 2 Amendment, Owner's rights to terminate this Agreement for convenience shall be governed by Section 11.6 of the General Conditions of Contract.

#### 9.4 Conditional Right of Owner to Contract with Design Consultants

9.4.1 Design-Builder acknowledges that Owner's ability to successfully complete the Project may be significantly impacted if Owner terminates Design-Builder for either cause or convenience and certain Design Consultants (including a Lead Designer) are not available to continue working on the Project. Consequently, Design-Builder hereby agrees that if Owner exercises its rights under Section 9.1.1 above, or exercises its rights to terminate under either Sections 11.2 or 11.6 of the General Conditions of Contract, Owner shall have the right, but not the obligation, to contract directly with any and all Design Consultants for services related to this Project. Design-Builder shall take such steps as are reasonably necessary to enable Owner to implement such relationships, including having a provision in its Subcontracts with Design Consultants that, in the event Design-Builder is terminated under this Agreement for any reason, the Design Consultant will in good faith negotiate with Owner the contractual terms (e.g., scope of work, compensation and other

requirements) associated with such Design Consultant continuing to work on the Project. For the avoidance of doubt, Design-Builder shall have no liability to Owner for those acts or omissions of a Design Consultant that take place after the termination of the Contract with Design-Builder and Design Consultant enters into a contract with Owner.

9.5 Design Consultant Liability

9.5.1 In accordance with California Public Contract Code Section 22172.2(c)(2), any Design Consultant responsible for performing design services on behalf of Design-Builder that has been replaced shall have sole liability for its design errors and omissions, provided Owner elects to use such Design Consultant's complete and stamped designs with subsequent design-build entities or licensed contractors.

**Article 10**

**Representatives of the Parties**

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Article 10 of the General Conditions of Contract:

*(Identify individual's name, title, address, and telephone numbers.)*

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

*(Identify individual's name, title, address, and telephone numbers.)*

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2 of the General Conditions of Contract:

*(Identify individual's name, title, address, and telephone numbers.)*

10.1.1 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

*(Identify individual's name, title, address, and telephone numbers.)*

10.3 Design-Builder's Representations

10.3.1 Design-Builder reaffirms that all disclosures, representations, warranties, and certifications made in Design-Builder's Proposal remain true and correct as of the Agreement Date and shall remain binding and in effect throughout the term of this Agreement.

10.4 Representations in Submitting the Phase 2 Price Proposal and Executing the Phase 2 Amendment. Design-Builder shall be deemed to have made the following representations with its submission of the Phase 2 Price Proposal and execution of the Phase 2 Amendment (interchangeably the Contract Price Amendment):

10.4.1 Design-Builder has examined, carefully studied, and thoroughly understands the Contract Documents and the Owner-furnished information associated with the Work covered by the Phase 2 Price Proposal and Phase 2 Amendment.

10.4.2 Design-Builder has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work covered by the Phase 2 Price Proposal and Phase 2 Amendment.

10.4.3 Design-Builder is familiar with and is satisfied as to all Legal Requirements that may affect cost, progress, or performance of the Work covered by the Phase 2 Price Proposal and Phase 2 Amendment.

10.4.4 Design-Builder has correlated the Contract Documents with the information known to Design-Builder, information obtained from the Owner-furnished information, and observations made during visits to the Site.

10.4.5 Design-Builder is aware of the nature of other work that will be undertaken by Owner's Separate Contractors, and of the relationship of such other work to the Work.

10.4.6 Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents and Owner-furnished information before submitting the Phase 2 Price Proposal and the written resolution thereof by Owner is acceptable to Design-Builder.

10.4.7 The Phase 2 Price Proposal Design Documents are based upon and comply with Owner's Project Criteria.

10.4.8 The Contract Documents are sufficiently complete to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work covered by the Phase 2 Price Proposal and Phase 2 Amendment, including having enabled Design-Builder to establish the GMP.

10.4.9 The GMP established by the Phase 2 Price Proposal contains sufficient monies to perform all Work associated with the Phase 2 Price Proposal, including Design-Builder's obligation to provide and construct any items that are not explicitly contained in the Phase 2 Price Proposal Documents but which are reasonably inferable from the Phase 2 Price Proposal Design Documents and necessary to provide a fully-functioning Project conforming to the Contract Documents.

10.4.10 Design-Builder shall be bound by and shall perform its obligations in full compliance with the Contract Documents.

## **Article 11**

### **Bonds and Insurance**

11.1 Insurance. Design-Builder shall procure, at its own cost and without reimbursement, the insurance coverages set forth in Appendix H - Insurance Requirements attached hereto.

11.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

Required                       Not Required

Payment Bond.

Required                       Not Required

Other Performance Security.

Required                       Not Required

## Article 12

### **Other Provisions**

12.1 Other provisions, if any, are as follows: All Exhibits, Appendices, Attachments and documents specified in Section 12.2 below are incorporated by reference herein.

12.2 Listing of Exhibits, Appendices, Attachments and documents incorporated herein:

Exhibit 1.1 - General Conditions of Contract

Exhibit A - Owner's Project Criteria

Exhibit B - Scope of Services

Attachment 1 - Request for Qualifications/Proposals (RFQ/P)

Appendix A - Other Terms and Conditions

Appendix B - Design-Build Firm Questionnaire

Appendix C - Designation of Subcontractors List

Appendix D - Conflict of Interest Disclosure

Appendix E - Non-Collusion Declaration

Appendix F - Performance Bond

Appendix G - Labor and Material Payment Bond

Appendix H - Insurance Requirements

Contract Price Amendment (if any)

- Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.
-

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**  
CITY OF REDONDO BEACH,  
a Chartered Municipal Corporation

**DESIGN-BUILDER:**  
[CORPORATE NAME],  
a California Corporation

\_\_\_\_\_

James A. Light, Mayor  
City of Redondo Beach

By: \_\_\_\_\_  
(Chairman/President/Vice President)

[Typed Name]

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

And: \_\_\_\_\_  
(Secretary/Treasurer/Financial Officer)

[Typed Name]

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

Joy A. Ford, City Attorney

# EXHIBIT “1.1”

## GENERAL CONDITIONS OF CONTRACT

### TABLE OF CONTENTS

Article 1	General.....	1
Article 2	Design-Builder’s Services and Responsibilities.....	5
Article 3	Owner’s Services and Responsibilities.....	12
Article 4	Hazardous Environmental Conditions and Differing Site Conditions.....	13
Article 5	Insurance and Bonds.....	16
Article 6	Payment.....	18
Article 7	Indemnification.....	21
Article 8	Time.....	24
Article 9	Changes to the Phase 1 Services Compensation, GMP & Contract Times....	29
Article 10	Disputes and Claims.....	32
Article 11	Stop Work and Termination Rights.....	35
Article 12	Electronic Data.....	40
Article 13	Miscellaneous.....	41
Article 14	California Labor Code Compliance.....	42
Article 15	Other Statutorily Required Terms.....	44

*Based on Design-Build Institute of America (DBIA) Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (Third Edition, 2022), as Modified by the Agreement and City Attachments.*

## Article 1

### General

#### 1.1 Mutual Obligations.

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits accorded under the Contract Documents.

#### 1.2 Basic Definitions.

The following defined terms shall have the same meaning as used throughout the Contract Documents, except where a separate and/or more specific definition is provided.

1.2.1 *Agreement* refers to the document titled "Progressive Design-Build Agreement" as part of the Contract Documents and means the Agreement between the City and the Design-Build Entity for Design-Build Entity's Work on the Project to which these General Conditions are attached.

1.2.2 *Allowance Item* is a scope of work for a designated portion of the Project that the parties agree to manage pursuant to Section 7.7 of the Agreement.

1.2.3 *Allowance Value* means an itemized budget value identified in the Contract Price Amendment for Allowance Items as determined pursuant to Section 7.7 of the Agreement.

1.2.4 *Application for Payment* means a request for payment in form acceptable to Owner that is submitted by Design-Builder to Owner on a monthly basis, or other periodic basis acceptable to Owner, and which includes, without limitation, all supporting documentation and information required by Owner or the Contract Documents.

1.2.5 *Basis of Design Documents* means the documentation that serve as the basis for the design document submitted under the Agreement, including complete drawings based on the Owner's Project Criteria and Scope of Work, in each case, as modified in accordance with the Agreement.

1.2.6 *Commercial Terms* are any terms that establish the Contract Price or Design-Builder's Compensation, including but not limited to the GMP, any Not-to-Exceed amount, any Lump Sum, any Allowance, or the Design-Builder's Contingency. The term "Commercial Terms" also includes any terms that establish the Contract Time(s), including but not limited to the Project Schedule, Substantial Completion, and Final Completion

1.2.7 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Owner's Project Criteria and the Basis of Design Documents unless a deviation from the Owner's Project Criteria or Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of the General Conditions.

1.2.8 *Contract Price Amendment or Phase 2 Amendment* has the meaning assigned to such term in Section 2.3.2.2 of the Agreement.

1.2.9 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.10 *Design-Builder or Design-Build Entity* means the corporation, limited liability company, partnership, joint venture, or other legal entity that is appropriately licensed and capable of providing, and has agreed to provide, all contracting, architectural, and engineering Work required to design and construct the Project consistent with the Contract Documents.

**1.2.11** *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

**1.2.12** *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

**1.2.13** *Design Log* is a log of Reliable Design Decisions agreed upon by the parties and supplements the Owner's Program and the Basis of Design Documents, as applicable.

**1.2.14** *Design Materials, Submission or Submittal* means any and all documents, shop drawings, electronic information, including computer programs and computer-generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, the Design-Builder to the Owner under the Contract Documents or developed or prepared by or for the Design-Builder specifically to discharge its duties under the Contract Documents.

**1.2.15** *Differing Site Conditions* has the meaning set forth in Section 4.3 below.

**1.2.16** *Equipment and Materials* shall mean all of the equipment, materials, machinery, apparatus, structures, supplies and other goods required by the terms of the Contract Documents to complete the Work and to be incorporated into the Project or provided to Owner. The term "Equipment and Materials" shall not be construed to include any construction equipment, supplies, materials, apparatus or tools owned by Design-Builder or any other Design-Builder Related Entity that are used to complete the Work but are not contemplated under the Contract Documents to become incorporated into the Project or to be provided to Owner.

**1.2.17** *Final Completion* of the entire Project shall be deemed to have occurred when all Work, including that identified on the Punch List, is complete in accordance with the Contract Documents, and Design-Builder has satisfied all conditions for Final Completion set forth in the Contract Documents, including, without limitation, Section 8.3 below. Obligations which by their nature accrue or continue past Final Completion, such as warranty obligations, are not required to be complete in order to achieve Final Completion.

**1.2.18** *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, fires, floods, labor disputes, riot or similar civil disturbance, earthquakes, epidemics or pandemics, adverse weather conditions not reasonably anticipated, natural catastrophes which neither party can prevent, and other acts of God. Financial incapacity of Design-Builder shall be deemed to be a Force Majeure Event.

**1.2.19** *General Conditions of Contract* refer to this *General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder*.

**1.2.20** *Governmental Approval* means any authorization, consent, approval, license, lease, ruling, permit, certification, exemption, or registration by or with any national, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other person and/or entity having jurisdiction over the performance of the Work, the Project or the Parties.

**1.2.21** *Guaranteed Maximum Price (GMP)*, including all contingencies, shall mean the maximum price that the Owner will pay Design-Builder for all Construction Work.

**1.2.22** *Hazardous Materials or Environmental Conditions* are any materials, wastes, substances

and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.23** *Indemnified Parties* has the meaning assigned to such term in Article 5 of the Agreement.

**1.2.24** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.25** *Notice to Proceed* means a written notice provided by Owner to Design-Builder authorizing and directing Design-Builder to commence performance of the Work, or any Phase(s) of the Work, specified in such a notice.

**1.2.26** *Open-Book Basis* means providing Owner all underlying assumptions, records, price quotes and other data associated with pricing or compensation or adjustments thereto, including assumptions as to the costs of the Work, schedule, composition of equipment spreads, equipment rates, labor rates and burdens, productivity allowance, estimating factors, contingency and indirect costs, risk pricing, discount rates, interest rates, and other items reasonably required by Owner to satisfy itself as to the reasonableness and accuracy of the amount(s) proposed by Design-Builder.

**1.2.27** *Owner's Project Criteria or Program* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

**1.2.28** *Performance Criteria* means the requirements developed by or for the City to describe the City's program requirements and objectives for the Project, including, as appropriate, use, space, price, durability, production standards, ingress and egress requirements, expandability requirements, or other criteria for the intended design and use of the Project. Performance Criteria may include conceptual documents, performance-oriented preliminary drawings, design criteria, standards, outline specifications and/or other documents provided to Design-Builder establishing the Project's basic elements and their relationship to the Site.

**1.2.29** *Preconstruction Services* shall mean the Work performed during the Design Work to calculate the cost of Construction Work, refine deliverables, review constructability and coordination of Design Materials, and to align Design Work with the target GMP, including, without limitation, value engineering, constructability reviews, procuring Subcontractors, and preparing the GMP pursuant to the Contract Documents.

**1.2.30** *Project* means the total design, phasing and construction of the Owner's public safety facilities or buildings as set forth in the Contract Documents.

**1.2.31** *Project Schedule* is the schedule provided by the Design-Builder and approved by the Owner pursuant to Section 2.1.3 of the General Conditions and Section 2.3.1.4 of the Agreement.

**1.2.32** *Punch List* means the list of Work that has been identified as incomplete by the parties as of the Substantial Completion Date and compiled as set forth under the General Conditions.

**1.2.33** *Reliable Design Decision* is a decision, development, or election that refines the Basis of Design Documents, that is approved by the Owner and set forth in the Design Log, and with which all subsequent Design Submissions and Construction Documents shall be consistent.

**1.2.34** *Schedule of Values* means the tabulation or breakdown of the entire GMP set forth in an

exhibit to the Contract Price Amendment, allocating such GMP to various components or portions of the Work and other line-items, prepared by Design-Builder in such form and detail, and supported by such data to substantiate its accuracy, as Owner may require and consistent with the requirements of the Contract Documents.

**1.2.35** *Site* is the land or premises on which the Project is located, as more specifically described in Owner's Project Criteria.

**1.2.36** *Specifications* means the written requirements that complement the Construction Drawings for materials, equipment, systems, standards, execution, and workmanship for the Construction Work, and performance of related services.

**1.2.37** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include Design Consultants, materialmen and suppliers.

**1.2.38** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include but not be limited to Design Consultants, design subconsultants, design-build subcontractors, materialmen and suppliers.

**1.2.39** *Substantial Completion* or *Substantially Complete* means that the Work is sufficiently complete in accordance with the Contract Documents so that Owner can beneficially use and occupy the Project for its intended purposes and with functionality intended, and Design-Builder has satisfied or fulfilled all other requirements set forth in Section 8.2.3 below. Unless otherwise expressly stated, any reference to Substantial Completion applies to the entire Work as a whole, and not to only a portion of the Work.

**1.2.40** *Substitution* means a material and/or process offered by Design-Builder in lieu of the specified material and/or process and accepted by Owner in writing as being equal to the specified material and/or process.

**1.2.41** *Supplier* means any person or entity retained by Design-Builder to provide Equipment and Materials, or construction equipment, supplies or other goods to be used in the performance of the Work but not incorporated into the Work.

**1.2.42** *Trend* is an issue identified in the *Trend Log*, which is a log of issues that have been identified by Design-Builder or Owner during the design process that may cause change to the Owner's Program or the Basis of Design Documents, as applicable and/or any Commercial Term and is further described in Section 2.4.1.7 of the General Conditions.

**1.2.43** *Work* shall mean the services, design and construction to be completed by Design-Builder under the terms of the Contract Documents. Work specifically includes, without limitation, the furnishing of all services, labor, materials, equipment, and all incidentals necessary to the successful completion of the services, design and construction, whether expressly required by or reasonably inferable from the Contract Documents, whether they are temporary or permanent, and whether they are incorporated into the finished Work or not. The term Work may refer to the whole or a part of the Project, or any phase(s) of the Project or component thereof, and also includes all other obligations imposed on the Design-Builder by the Contract Documents.

**1.2.44** *Work Product* means all drawings, specifications, calculations, data, models, images, materials, products, documents, and work developed or produced by or on behalf of Design-Builder in connection with the Project, including, without limitation all materials, products, and such items developed or produced by all Design Consultants and Subcontractors of any tier, in all forms, whether in hard-copy, digital or electronic data, or any other medium.

## Article 2

### **Design-Builder's Services and Responsibilities**

#### **2.1 General Services.**

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with reports detailing the progress of the Work as set forth in Exhibit B, including but not limited to: (a) whether the Work is proceeding according to schedule; (b) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (c) whether health and safety issues exist in connection with the Work; (d) status of the contingency account(s) to the extent provided for in the Agreement; and (e) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). In addition to the manner and frequency set forth in Exhibit B, status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

**2.1.3** Design-Builder shall prepare and submit the schedules and deliverables set forth in Exhibit B, including but not limited to the Project Schedule for the execution of the Work for Owner's review and response. The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by Exhibit B and the conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule and other deliverables provided by Design-Builder shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement any necessary procedures additional to Exhibit B, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

**2.1.5** Representatives of the Design-Build Team, including at a minimum of the Design-Builder's Representative and a representative from the lead designer and lead constructor, shall meet with the Owner at least on a weekly basis and shall provide to the Owner a written update regarding the status of the Project, including but not limited to the information required in Exhibit B and any issues that may have a material effect on the Project. The Design-Build Team shall issue meeting minutes within three (3) days of meeting.

#### **2.2 Design Professional Services.**

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide or furnish through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

**2.2.2** Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights. Design-Builder assumes responsibility to Owner for the proper performance of the Work of the Design Consultants and any Sub-Consultant and any acts and omissions in connection with such performance.

### **2.3 Standard of Care.**

**2.3.1** The standard of care for all professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. The Design-Builder shall also perform the design and construction so that the Work meets or exceeds the performance requirements set forth in the Owner's Project Criteria, the Initial Project Scope and/or the Basis of Design Documents.

**2.3.2** Design Builder shall perform all activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents and in accordance with applicable Legal Requirements and Governmental Approvals.

### **2.4 Design Development Services.**

**2.4.1** Design-Builder shall provide the Design Submissions set forth in the Contract Documents. Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

**2.4.1.1** Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Commercial Terms, including but not limited to the Contract Price and Contract Time(s), and are consistent with the Owner's Project Criteria, the Design Log and Basis of Design Documents, as applicable. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or Contract Time(s); however, Design-Builder must provide notice thereof in accordance with Article 9 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

**2.4.1.2** On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions.

Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1 below, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.4.1.3** Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

**2.4.1.4** If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time(s), Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time(s), including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions. Design-Builder shall not include any design that is inconsistent with a Commercial Term without the written Change Order.

**2.4.1.5** The Design Builder shall provide an updated cost model for the Project periodically as set forth Exhibit B. The cost model will be based on a detailed labor and material cost estimate for the GMP and the other Commercial Terms as required in Contract Documents. The cost model will be supplemented pursuant to Contract Documents.

**2.4.1.6** A Design Log, including a full listing of Reliable Design Decisions and all changes to the Basis of Design Documents, shall be maintained by the Design-Builder and provided to the Owner for review.

- a. Both parties must agree to include a Reliable Design Decision in the Decision Log.
- b. The Design Log shall be updated after every Design Review Meeting, and in any case, on a weekly basis.
- c. The Design Log is for the sole purpose of tracking the development of the Design Submissions.
- d. Once a Reliable Design Decision is incorporated into the Design Log, it shall be binding on the Design-Builder as if set forth in the Initial Project Scope, Owner's Program and/or the Basis of Design Documents, as applicable.
- e. If a Reliable Design Decision will cause a change in the Owner's Project Criteria, Initial Project Scope or Basis of Design Decisions, or any of the other Commercial Terms, such changes must be processed pursuant to Articles 9 and 10 of the General Conditions.

**2.4.1.7** If either party does not know the extent to which a Design Submission or other potential change will alter a Commercial Term, either party may request in writing to identify a Trend in the Trend Log.

- a. The request to include a Trend in the Trend Log must include the following information:

- i. Identification of the portion of the Design Submission for which the costs are uncertain and may cause any Commercial Term to be exceeded;
  - ii. The estimated change in the applicable Commercial Term; and
  - iii. Potential impacts or changes to the Initial Project Scope, Owner's Program or Basis of Design Documents as a result of the Trend.
- b. Both parties must consent in writing to include the Trend in the Trend Log. The Design-Builder shall track the Trend on the Trend Log, and the Trend Log shall be updated with the most recent information on a weekly basis.
  - c. The parties shall work collaboratively to resolve Trends in the Trend Log as quickly as possible. When a Trend in the Trend Log is resolved and the resolution changes the Initial Project Scope, Basis of Design Documents and/or any Commercial Term, the resolution shall be memorialized in a Change Order.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified by the parties and recorded as set forth in the Contract Documents. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.2.1** The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality, including its phasing and subcontracting mode. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction. To the extent not prohibited by the Contract Documents or applicable code requirements, and subject to written approval by the Owner, Design-Builder may prepare Construction Documents for approved Construction Packages for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

**2.4.2.2** It is acknowledged by the parties hereto that inherent in a design-build project, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. The Design-Builder will limit the Construction Packages for Owner's review to a reasonable number, unless approved in writing by the Owner. Contract Schedule shall include the times for the Owner to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.

**2.4.3** Owner's review and approval of Design Submissions, meeting minutes, the Design Log, the Trend Log, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any Design Submissions, meeting minutes, the Design Log, the Trend Log, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner, and Owner's review shall not be deemed an approval or waiver by the Owner of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been expressly identified as such in writing in the documents submitted by the Design-Builder and approved by the Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review

and approve the Design Submissions.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, and with the Owner's written permission, Design-Builder may prepare Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## **2.5 Legal Requirements.**

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements that directly affect the Work that are enacted after the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

## **2.6 Government Approvals and Permits.**

**2.6.1** Unless the parties have identified permits in an Owner's Permit List either as an exhibit to the Agreement or as part of the Owner's Project Criteria or Basis of Design Documents, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

## **2.7 Design-Builder's Construction Phase Services.**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, commissioning, start-up, testing, Equipment and Materials, construction equipment, supplies, temporary utilities, other temporary facilities, and other related services to permit Design-Builder to achieve Substantial Completion and Final Completion of the Project consistent with the Contract Documents. Design-Builder retains all market risk, whether or not foreseeable, pertaining to cost and availability of labor, Equipment and Materials, and all other items required or used in connection with the performance of the Work.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are "responsible", as defined in Public Contract Code Section 1103, licensed and qualified to perform the Work consistent with the Contract Documents. Design-Builder shall coordinate the activities of all Subcontractors. At all times herein, Design-Builder shall comply with the provisions of Public Contract Code Sections 22172.2 and 22172.3 governing the use of subcontractors and which require Design-Builder and its subcontractors at every tier to use a skilled and trained workforce to perform all work on this Project that falls within an apprenticeable occupation in the building and construction trades, in accordance with Public Contract Code Section 2600, et seq. and as referenced herein.

**2.7.4** If any separate Contractor performs work on, adjacent, or in proximity to the Project or the Site, or has any element of work that interfaces or affects the Work, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate Contractors so that

the Project can be completed in an orderly and coordinated manner without unreasonable disruption. Design-Builder specifically agrees to attend and participate in any coordination meetings that are held by Owner to manage and coordinate the work of Design-Builder and separate Contractors.

**2.7.5** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

**2.7.6** Except as may be explicitly set forth in the Phase 2 Amendment, Design-Builder shall have care, custody, and control of the Project (including but not limited to having responsibility for the security of the Site and risk of loss), until the Substantial Completion Date.

**2.7.7** Design-Builder shall be responsible for performing and paying for all utility relocations necessary or convenient to its performance of the Work. For all such relocations, Design-Builder will meet all requirements, procedures and standards set forth in the Contract Documents and/or required by the applicable utility.

**2.7.8** Design-Builder shall be responsible for making arrangements to obtain, provide and pay for all temporary and permanent utilities, including but not limited to gas and electric, associated with the Work, except for those utilities specifically identified in the Contract Documents as being provided by Owner and furnished without cost to Design-Builder.

**2.7.9** During any adverse weather (including but not limited to unusually severe and abnormal weather conditions as referenced in Article 8 below), Design-Builder shall take necessary precautions so that the Work may progress properly and is satisfactory in all respects.

**2.7.10** Pursuant to California Labor Code Section 6705, Design-Builder shall submit, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be deemed to be included in the GMP.

**2.7.11** For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by California Code of Regulations, Title 13, Section 2249 (13 CCR Section 2249), Design-Builder shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR Section 2249(n), for the fleet performing services pursuant to this Agreement and all listed Subcontractors, if applicable, prior to commencing any work pursuant to this Agreement or any renewed contract with that fleet. Design-Builder shall indemnify, defend and hold harmless the Owner, its officers, agents, employees and directors from any liability imposed arising from Design-Builder's violation of any regulation set forth in 13 CCR Section 2249.

**2.7.12** Design-Builder shall at all times ensure that the Work is conducted in a manner that does not interfere with ongoing operations at the Site not immediately under any Phase 2 Work. Design-Builder and each of its Subcontractors shall cooperate with Owner to ensure security, access, parking, utilities and other operation needs of Owner are not interrupted during Owner's hours of operation.

## **2.8 Design-Builder's Responsibility for Project Safety.**

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (a) all individuals at the Site, whether working or visiting; (b) the

Work, including Equipment and Materials incorporated into the Work or stored on-Site or off-Site; and (c) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a member of its key personnel with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work ("Design-Builder's Safety Representative"). Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. Design-Builder's Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors of any tier, and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors of any tier of their own contractual and legal obligations and responsibility for: (a) complying with all Legal Requirements, including those related to health and safety matters; and (b) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

## **2.9 Design-Builder's Warranty.**

**2.9.1** Design-Builder warrants to Owner that: (a) the construction, including all Equipment and Materials, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, and free of defects in materials and workmanship; (b) the Project shall be fit for use for the purposes, objectives, functions, uses and requirements set out in or reasonably inferred from this Contract; and (c) the Work shall meet all of the requirements of the Contract Documents. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer or Supplier warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or any Contract Document. Design-Builder will provide Owner with all manufacturer or Supplier warranties upon Substantial Completion and will perform the Work so as to maintain and preserve such Supplier warranties. Manufacturers' disclaimers and limitations on product warranties do not relieve Design-Builder of its warranty on Work that incorporates such products.

## **2.10 Correction of Defective Work.**

**2.10.1** Design-Builder agrees to correct any Work that is found not to be in conformance with the Contract Documents ("Nonconforming Work"), including that part of the Work subject to Section 2.9 above, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

**2.10.2** Nonconforming Work rejected by Owner shall be removed and replaced so as to conform to the requirements of the Contract Documents, at Design-Builder's cost and without any adjustment to the Contract Price or time extension or any other relief; and Design-Builder shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The

fact that Owner may not have discovered the Nonconforming Work shall not constitute an acceptance of such Nonconformance Work. Design-Builder shall, within seven (7) days of receipt of written notice from Owner of Nonconforming Work, take meaningful steps to commence correction of such Nonconforming Work, including the correction, removal or replacement of the Nonconforming Work and any damage caused to other parts of the Work affected by the Nonconforming Work. If the correction of Nonconforming Work cannot be completed within such seven (7) day period, Design-Builder must: (a) provide a schedule for correcting the Nonconforming Work; and (b) commence and diligently prosecute such correction in accordance with the approved schedule to completion. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such Nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the Nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable. Design-Builder shall perform or cause to be performed all corrective work in a manner that will minimize interference with the ongoing operations of the Project.

**2.10.3** Owner may, based on good cause, direct Design-Builder to perform a “root cause” analysis of any alleged defect in the Work. If Design-Builder fails to perform such analysis as directed by Owner, or if Owner concludes that the “root cause” analysis is flawed, Owner may elect to conduct an independent analysis of the alleged defect, whereupon Design-Builder shall cooperate with Owner and provide such information relevant to the alleged defect as Owner may request. If the “root cause” or independent analysis reveals a defect or defects in any part of the Work, Design-Builder shall be responsible for the costs and expenses of remedying such defects, including the costs of the “root cause” of independent analysis. If the “root cause” of independent analysis demonstrates that there is no defect, then Owner shall bear the reasonable costs and expenses of such analyses. All remedial measures related to defects revealed by any “root cause” or independent analysis must be approved by Owner prior to implementation by Design-Builder.

**2.10.4** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder’s obligation to correct Nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder’s other obligations under the Contract Documents, at law, or in equity.

### **Article 3**

#### **Owner’s Services and Responsibilities**

##### **3.1 Duty to Cooperate.**

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder’s timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder’s performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of Design Submissions and Construction Documents consistent with the turnaround times set forth in the Contract, by agreement of the Owner and Design-Builder, or the approved Design-Builder’s scheduler, as applicable.

**3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents, provided, however, Owner shall have no liability to the Design-Builder for failure to notify the Design-Builder or failure to discover such defects or noncompliant Work.

**3.2 Furnishing of Services and Information.**

**3.2.1** The Owner's Project Criteria sets forth the information provided by the Owner.

**3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

**3.3 Financial Information.**

**3.3.1** Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

**3.4 Owner's Representative.**

**3.4.1** Owner shall designate a representative responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents ("Owner's Representative"). The Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

**3.5 Government Approvals.**

**3.5.1** Owner shall obtain and pay for only the Governmental Approvals expressly set forth in the Phase 2 Amendment as being the sole responsibility of Owner.

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those Governmental Approvals that are Design-Builder's responsibility.

**3.6 Owner's Separate Contractors.**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors with whom Owner has contracted. Owner shall contractually require its separate contractors to cooperate with Design-Builder, and coordinate their activities so as not to interfere with Design-Builder, in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents. Owner shall also contractually require its separate contractors to attend and participate in any coordination meetings that are held by Owner to manage and coordinate the work of Design-Builder and separate contractors.

**Article 4**

**Hazardous Environmental Conditions and Differing Site Conditions**

**4.1 Hazardous Conditions.**

**4.1.1** Where Owner has advised Design-Builder of known Hazardous Materials or Hazardous Environmental Conditions at the Site, or where Design-Builder has identified Hazardous Materials or Hazardous Environmental Conditions at the Site during its performance of the Phase 1 Services,

these Hazardous Materials and Hazardous Environmental Conditions are part of the Work and Design-Builder shall take such action as is necessary, in accordance with the applicable Legal Requirements, to plan for and to remediate and render harmless all such Hazardous Materials and Hazardous Environmental Conditions. Remediation plans for such known Hazardous Materials and Hazardous Environmental Conditions shall be provided to Owner for approval prior to undertaking the remediation.

**4.1.2** If Design-Builder encounters any unknown Hazardous Environmental Conditions at the Site, it shall stop Work immediately in the affected part of the Work to the extent required to avoid any such safety or health hazard until it has taken such action as is necessary, and in accordance with California Public Contract Code Section 7104, if the Project involves digging trenches or other excavations that extend deeper than four (4) feet below the surface:

- a. The contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:
  1. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- c. That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**4.1.3** Design-Builder, in consultation with Owner, shall take necessary measures required to ensure that Hazardous Environmental Conditions are remediated or rendered harmless in accordance with applicable Legal Requirements. Design-Builder shall, as may be directed by Owner and prior to proceeding with any such work: (a) obtain all environmental site assessments of the affected property and submit copies of such assessments to Owner for its approval; (b) develop remediation plans for Hazardous Environmental Conditions, subject to Owner's approval; and (c) obtain on Owner's behalf all applicable Governmental Approvals to implement such plans. During the period of any investigation and remediation efforts, Design-Builder shall take all necessary measures to isolate and contain such Hazardous Environmental Conditions from the unaffected parts of the Work, and shall continue the Work to the maximum extent possible on unaffected parts of the Work.

**4.1.4** Except for those Hazardous Materials and Hazardous Environmental Conditions set forth in Section 4.1.6 below, Design-Builder will be entitled to an adjustment in the GMP and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of unknown Hazardous Environmental Conditions, provided Design-Builder satisfies the requirements of Articles 8 and 9 below.

**4.1.5** Notwithstanding anything to the contrary in this Section 4.1, Design-Builder shall bear full responsibility for the handling, treatment, storage, removal, remediation, avoidance, or other appropriate action (if any), with respect to: (a) any Hazardous Material or Hazardous Environmental Condition present at, on, in or under, or migrating and/or emanating to or from the Site, to the extent brought or caused to be brought on the Site by any act or omission of Design-Builder or any other Design-Builder related entity; (b) Hazardous Materials or Hazardous Environmental Conditions that are part of the Work pursuant to Section 4.1.1 above; and (c) the creation or exacerbation of any known or unknown Hazardous Environmental Condition due to the breach of contract, negligence, gross negligence, or willful misconduct of Design-Builder or any other Design-Builder related entity. To the fullest extent permitted by Legal Requirements, Design-Builder shall indemnify, defend and hold harmless Owner, its Consultants, and their respective officers, directors, employees, and agents (collectively "Owner Indemnitees") from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from Items (a), (b) and/or (c) above.

**4.1.6** Nothing contained in this Section 4.1 is intended to identify Design-Builder as the generator of any pre-existing Hazardous Material(s) or Hazardous Environmental Condition(s).

## **4.2 Inspection of Site Conditions.**

**4.2.1** Design-Builder represents and warrants that it has, as of the Phase 2 Amendment Date, ascertained the nature and location of the Work, the character and accessibility of the Site, the existence of obstacles to construction which are ascertainable or visible upon a thorough investigation of the Site, the availability of facilities and utilities, the location and character of existing or adjacent work or structures, the surface conditions, and other general and local conditions (including labor) which might affect its performance or cost of the Work.

**4.2.2** If Design-Builder undertakes any additional testing, inspections or investigations, all reports or analyses generated thereby shall be furnished to Owner promptly after such reports or analyses are generated.

## **4.3 Differing Site Conditions.**

**4.3.1** Concealed or latent physical conditions or subsurface conditions at the Site that: (a) materially differ from the conditions indicated in the Contract Documents; or (b) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the GMP and/or Contract Time(s) to the extent the Cost of Work incurred by Design-Builder and/or time of performance are adversely impacted by the Differing Site Condition, provided Design-Builder satisfies the requirements of Articles 8 and 9 below. The term "Differing Site Conditions" excludes: (a) conditions of which Design-Builder had actual or constructive knowledge as of the Phase 2 Amendment Date; and (b) conditions that should have been discovered through a reasonable Site investigation performed during the Phase 1 Services and under Section 4.2.1 above. For the avoidance of doubt, Hazardous Environmental Conditions are not deemed Differing Site Conditions, and shall be treated as set forth under Section 4.1 above.

**4.3.2** Upon encountering a Differing Site Condition, Design-Builder shall immediately notify Owner thereof by telephone or in person, to be followed by written notification within five (5) days.

Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered. Design-Builder shall immediately stop Work in and secure the area pending further instructions.

**4.3.3** If directed by Owner, Design-Builder shall promptly conduct such further investigation. If Design-Builder continues to believe that the material or condition falls within the scope of Section 4.3.1, Design-Builder shall at that time also advise Owner or any action recommended to be taken regarding the situation. Owner then will determine whether Design-Builder's findings and proposed actions are acceptable and either approve, or require modification of, Design-Builder's proposed actions. If the condition involves discovery of Hazardous Materials or Hazardous Environmental Conditions that are Owner's responsibility under the Contract, Owner shall advise Design-Builder regarding its plans for Hazardous Materials Remediation and shall coordinate with Design-Builder in performance of such activities in accordance with Section 4.1 above.

**4.3.4** Owner shall have the right to require Design-Builder to recommence work in the area at any time, even though an investigation or other work may still be ongoing, so long as recommencing work would not violate any Legal Requirements. Design-Builder shall promptly recommence Work in the area upon receipt of notification from Owner to do so. On recommencing Work, Design-Builder shall follow all applicable procedures contained in the Contract Documents and all other Legal Requirements with respect to such work, consistent with the Owner's determination or preliminary determination regarding the nature of the material or condition.

#### **4.4 Historical Artifacts or Archaeological Resources.**

**4.4.1** In the event Design-Builder or any of its Subcontractors inadvertently discover any archaeological, paleontological, biological, cultural, or other unidentified historical resources or properties at any time during the project, Design-Builder shall immediately halt all activity within the immediate area of the discovery and in any adjacent areas where additional or related resources may reasonably be expected to be present and notify the Owner of the discovery by telephone or in person, which notice shall be given within twenty-four (24) hours of Design-Builder making such discovery. Owner will thereafter provide instructions to Design-Builder as to how to address such discoveries, including the protocol for recovery and/or documentation associated with such discoveries. Design-Builder shall take interim measures to protect the discovery from looting and vandalism. Work in all areas not subject of the discovery may continue. All items discovered by Design-Builder belong to the property owner.

**4.4.2** If Design-Builder has been adversely impacted by the presence, removal or remediation of a discovery under Section 4.4.1 above, Design-Builder will be entitled to an adjustment in the GMP and/or Contract Time(s) to the extent the Cost of the Work, incurred by Design-Builder and/or time of performance are adversely impacted by such discovery, provided Design-Builder satisfies the requirements of Articles 8 and 9 below.

**4.4.3** "Historical Artifact" or "Archaeological Resource" shall mean any material remains of human life or activities which are of interest, and this shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and painting, and other implements and artifacts of any material or form.

## Article 5

### Insurance and Bonds

#### 5.1 Design-Builder's Insurance Requirements.

**5.1.1** Design-Builder is responsible for procuring and maintaining, at its own cost and expense, the insurance coverages set forth in Appendix H to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the State of California and in accordance with this Section 5.1.

**5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.3** Upon signing and returning the signed Agreement to Owner, and in any event, prior to performing any Work under the Agreement, Design-Builder shall provide Owner with certificates and original endorsements evidencing that: (a) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (b) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

**5.1.4** The Design-Builder's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of Design-Builder to the coverage provided by such insurance, or otherwise limit Owner's recourse to any remedy available at law or in equity. Design-Builder shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**5.1.5** If Design-Builder maintains higher insurance limits than the minimums required, Owner shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Design-Builder, irrespective of whether such limits maintained by Design-Builder are greater than those required by the Agreement or whether any certificate of insurance furnished to Owner evidences limits of liability lower than those maintained by Design-Builder.

**5.1.6** Design-Builder's insurance coverage shall be primary insurance with respect to Owner. Any insurance, self-insurance, or insurance pool coverage maintained by Owner shall be excess of Design-Builder's insurance and shall not contribute with it.

**5.1.7** Design-Builder shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of Design-Builder-provided insurance as set forth herein, except Design-Builder shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. Design-Builder shall ensure that the Owner is an additional insured on each Subcontractor's Commercial General Liability (CGL) insurance policy using an endorsement of at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**5.1.8** Failure on the part of Design-Builder to maintain the insurance as required shall constitute a material breach of contract, upon which Owner may, after giving at least five (5) business days' notice to Design-Builder to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Owner on demand, or at the sole discretion of Owner, offset against funds due Design-Builder from Owner.

**5.1.9** Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by the Builder's Risk Insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**5.2 Performance and Labor and Material Payment Bonds.**

**5.2.1** Design-Builder shall, no later than ten (10) days after the Phase 2 Amendment Date, provide Owner with: (a) Performance Bond in the penal amount equal to one hundred percent (100%) of the GMP, which bond shall cover the faithful performance of all the Design-Builder's obligations under the Contract Documents, including warranty obligations; and (b) Labor and Material Payment Bond in the penal amount equal to one hundred percent (100%) of the GMP. The forms of the Performance Bond and Labor and Material Payment Bond are those set forth in Appendices F and G, respectively, to the Agreement. The Performance Bond shall remain valid for a period of two (2) years after Final Completion. If Design-Builder fails to provide such bonds, Design-Builder may be found in material default of the Agreement.

**5.2.2** The Performance Bond and Labor and Material Payment Bond shall be provided by a surety (or sureties) authorized by applicable Legal Requirements to do business in the State of California, with an A.M. Best Company Financial Strength Rating of A- or better. Sureties must also be listed in the U.S. Department of Treasury's Circular No. 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies (U.S. Department of the Treasury 2022).

**Article 6**

**Payment**

**6.1 Schedule of Values.**

**6.1.1** Design-Builder shall submit for Owner's review and approval a Schedules of Values for all of the Work as set forth in Exhibit B. The Schedule of Values will: (a) subdivide the Work into its respective parts based on the project's Work Breakdown Structure (WBS); (b) include values for all items comprising the Work; and (c) serve as the basis for monthly progress payments made to Design-Builder throughout the Work. Design-Builder will furnish, as part of the Schedule of Values, adequate and reliable cost justification and documentation on an Open Book Basis so as to provide both Owner and Design-Builder a transparent understanding of the cost data estimates and bids that comprise the initial baseline Schedule of Values as well as any updates thereto. Design-Builder will provide a final Schedule of Values with the GMP Proposal.

**6.1.2** Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first Application for Payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

**6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for

Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents, including, without limitation, such documents, information and data as Owner may require to: (a) waive unconditional release from suppliers and subcontractors or release lien rights for all Work performed and materials provided (other than with respect to any retainage then withheld); and (b) evaluate or verify the right to receive payment of any amount requested for payment. The Application for Payment shall be in a form acceptable to Owner, including but not limited to the following information:

**6.2.1.1** An invoice cover sheet that includes the following items:

- a. Project name/title and invoice number;
- b. Period covered by the invoice (specific beginning and ending calendar days);
- c. Total amount authorized;
- d. Total amount invoiced through last period;
- e. Current invoice amount;
- f. Total invoiced to-date;
- g. Percent invoiced;
- h. Remaining Contract Price (exclusive of the Allowance amounts), GMP, and remaining Allowance amounts;
- i. Retainage withheld;
- j. Net amount due to Design-Builder for current period and earned to date;
- k. Authorized signature, title of signer and date of signature; and
- l. Signatures of Design-Builder and Design-Builder's Quality Control Manager.

**6.2.1.2** An itemization of the costs incurred pursuant to the Contract Documents, including but not limited to:

- a. Detailed amounts spent for the Cost of the Work incurred during the period of the Application for Payment and the back-up documentation for the Cost of the Work, including but not limited to timesheets, invoices, purchase orders, or any other documentation that evidences the Cost of the Work or any other cost for which Design-Builder requests reimbursement;
- b. Design-Builder's Fee Percentage on the Cost of the Work;
- c. Any Contingency Items charged under Article 7 of the Agreement; and
- d. Any Lump Sums established pursuant to Article 7 of the Agreement.

**6.2.1.3** Attachment of the monthly periodic deliverables for the relevant phase of Work per Exhibit B and inclusive of:

- a. Weekly progressed Project Schedule and monthly progress reports, and reference to any Critical Path Method (CPM) resource(s); and
- b. Updated cash flow for the Project, such as baseline (planned) monthly costs, actual monthly costs, earned (budgeted value of completed Work) monthly costs, forecasted costs to complete the Project, and with reference to all applicable Schedule of Values.

**6.2.1.4** Certification by the Design-Builder's Quality Control Manager confirming that:

- a. The Work has been performed in accordance with the approved Quality Control Program; and

- b. The elements of the approved Quality Control Program and all the measures and procedures provided for therein are functioning properly and being followed.

**6.2.2** The Application for Payment may request payment for Equipment and Materials not yet incorporated into the Project, provided that: (a) Owner is satisfied that the Equipment and Materials are suitably stored at either the Site or another acceptable location; (b) the Equipment and Materials are protected by suitable insurance; and (c) upon the earlier of incorporation into the Project or payment, Owner will receive the Equipment and Materials free and clear of all liens and encumbrances.

**6.2.3** The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier. The passage of title shall not be construed as relieving Design-Builder from the sole responsibility for all Work upon which payments have been made (including but not limited to risk of loss or the restoration of any damaged Work), or as waiving the right of Owner to require the fulfillment of all of the terms of the Contract Documents.

### **6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner, and subject to all required retentions, shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will so notify Design-Builder in writing within twenty (20) days after Owner's receipt of the Application for Payment. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 below.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement. Payments which Owner disputes in good faith shall not be deemed due.

### **6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to timely pay Design-Builder any amount that becomes due and is not subject to a good faith dispute, then Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 below. All payments due and unpaid, other than those subject to a good faith dispute, shall bear interest at the rate set forth in the Agreement.

### **6.5 Design-Builder's Payment Obligations.**

**6.5.1** Design-Builder will pay its Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 below.

## **6.6 Final Payment.**

**6.6.1** Upon achieving Final Completion in accordance with Section 8.3 below, Design-Builder shall provide Owner with a Final Application for Payment. The Final Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents, including, without limitation the following:

**6.6.1.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, Equipment and Materials, construction equipment, supplies, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

**6.6.1.2** A general release executed by Design-Builder waiving all claims, except for receipt of final payment by Design-Builder and those claims previously made in writing to Owner and remaining unsettled at the time of final payment, which previously made claims shall be specifically listed in an attachment to the general release;

**6.6.1.3** Consent of Design-Builder's surety to final payment;

**6.6.1.4** All record information, operating manuals, warranties and other deliverables required by the Contract Documents, to the extent they have not been previously provided to Owner;

**6.6.1.5** All documents, information and data as Owner may require to: (a) unconditionally waive or release lien rights in connection with all Work performed (other than with respect to claims for Work not waived under the general release provided under Section 6.6.1.2 above); and (b) evaluate or verify the right to receive payment of any amount requested for payment; and

**6.6.1.6** Certificates of insurance, or other evidence reasonably required by Owner, confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.6.2** After receipt of a proper Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement.

## **Article 7**

### **Indemnification**

#### **7.1 Intellectual Property Infringement.**

**7.1.1** Design-Builder shall defend any action or proceeding brought against any Owner Indemnitee based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement or unauthorized use of any patent, trademark, copyright, or trade secret now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner Indemnitees from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner Indemnitees or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner Indemnitees regularly informed of all developments in the defense of such actions.

**7.1.2** If any Owner Indemnitee is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent, trademark, copyright or trade secret suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense: (a) modify the Work so as to avoid infringement of any such patent, trademark, copyright, or trade secret; or (b) replace said Work with Work that does not infringe or violate any such patent, trademark, copyright or trade secret; provided, however, that any such modification or replacement shall not adversely affect the performance, use, operation, or any material characteristic of the Project, and shall be subject to the approval of Owner Indemnitees.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent, trademark, copyright or trade secret: (a) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (b) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

## **7.2 Tax Claim Indemnification.**

**7.2.1** If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner, to the fullest extent permitted by Legal Requirements, shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine or tax assessment imposed by the applicable governmental unit or entity, and reasonable attorneys' fees or other expenses or costs incurred by Design-Builder as a result of defending a claim caused by any action taken by Design-Builder in accordance with Owner's directive with respect to such claimed tax exemption. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

## **7.3 Payment Claim Indemnification.**

**7.3.1** Design-Builder shall indemnify, defend and hold harmless Owner Indemnitees from any claims, stop notices or mechanic's liens brought against Owner Indemnitee or against the Project as a result of the failure of Design-Builder or any other Design-Builder related entity to pay for any services, Equipment and Materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from any Owner Indemnitee that such a claim has been asserted or stop notice or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said stop notice, claim or lien, including, if necessary, the furnishing of a bond that will remove such claim or lien from title. If Design-Builder fails to do so, Owner Indemnitees will have the right to discharge the stop notice, claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

## **7.4 Design-Builder's General Indemnification.**

**7.4.1** Other than in the performance of design professional services, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner Indemnitees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and third-party property damage or destruction (other than to the Work itself) to the extent resulting from the acts, omissions, breach of this Agreement, or willful misconduct of Design-Builder or any other Design-Builder related entity. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 7.4.

**7.4.2** If an employee of any Design-Builder or any other Design-Builder related entity has a claim against any Owner Indemnitee, Design-Builder's indemnity obligations set forth in Section 7.4.1

above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder or any other Design-Builder related entity under any employee benefit acts, including workers' compensation or disability acts.

**7.4.3** Pursuant to the full language of California Civil Code Section 2782, and only to the extent related to the work of a qualified Design Professional, Design-Builder agrees to indemnify, including the cost to defend, Owner Indemnitees from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of said Design Professional in the performance of services under this Contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Owner; and does not apply to any passive negligence of the Owner unless caused at least in part by the Design Professional. Owner agrees that in no event shall the cost to defend charged to the Design-Builder exceed the Design Professional's proportionate percentage of fault.

## **7.5 Defense and Indemnification Procedures.**

**7.5.1** If any Owner Indemnitee receives notice of or otherwise has actual knowledge of a claim which it believes is within the scope of Design-Builder's indemnification under the Contract Documents, it shall by writing as soon as practicable: (a) inform Design-Builder of such claim; (b) send to Design-Builder a copy of all written materials Owner Indemnitee has received asserting such claim; and (c) notify Design-Builder that either: (i) the defense of such claim is being tendered to Design-Builder; or (ii) Owner Indemnitee has elected to conduct its own defense for a reason set forth below.

**7.5.2** If the insurer under any applicable insurance policy accepts tender of defense, Design-Builder and Owner Indemnitee shall cooperate in the defense as required by the insurance policy. If no defense is provided by insurers under potentially applicable insurance policies, then the following provisions shall apply.

**7.5.3** If the defense is tendered to Design-Builder, it shall within forty-five (45) days of said tender deliver to Owner Indemnitee a written notice stating that Design-Builder: (a) accepts the tender of defense and confirms that the claim is subject to full indemnification hereunder without any "reservation of rights" to deny or disclaim full indemnification thereafter; (b) accepts the tender of defense but with a "reservation of rights" in whole or in part; or (c) rejects the tender of defense if it reasonably determines it is not required to indemnify against the claim under the Contract Documents. If such notice is not delivered within such forty-five (45) days, the tender of defense shall be deemed rejected.

**7.5.4** If Design-Builder accepts the tender of defense, Design-Builder shall have the right to select legal counsel for Owner Indemnitee, subject to reasonable approval of Owner Indemnitee, and Design-Builder shall otherwise control the defense of such claim, including settlement, and bear the fees and costs of defending and settling such claim. During such defense: (a) Design-Builder shall, at Design-Builder's expense, fully and regularly inform Owner Indemnitee of the progress of the defense and of any settlement discussions; and (b) Owner Indemnitee shall, at Design-Builder's expense for all of Owner Indemnitee's reasonable out-of-pocket third party expenses, fully cooperate in said defense, provide to Design-Builder all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control of or reasonably available to Owner Indemnitee and maintain the confidentiality of all communications between it and Design-Builder concerning such defense to the extent allowed by law.

**7.5.5** Owner Indemnitee shall be entitled to select its own legal counsel and otherwise control the defense of such claim if: (a) the defense is tendered to Design-Builder and it refuses the tender of defense, or fails to accept such tender within forty-five (45) days, or reserves any right to deny or disclaim such full indemnification thereafter; or (b) Owner Indemnitee, at the time it gives notice

of the claim or at any time thereafter, reasonably determines that: (i) a conflict exists between it and Design-Builder which prevents or potentially prevents Design-Builder from presenting a full and effective defense; or (ii) Design-Builder is otherwise not providing an effective defense in connection with the claim and Design-Builder lacks the financial capability to satisfy potential liability or to provide an effective defense. Owner Indemnitee may assume its own defense pursuant to the above by delivering to Design-Builder written notice of such election and the reasons thereof.

**7.5.6** If Owner Indemnitee is entitled and elects to conduct its own defense pursuant hereto, all reasonable costs and expenses it incurs in investigating and defending and claim for which it is entitled to indemnification hereunder (and any settlements or judgments resulting there from) shall be reimbursed by Design-Builder after completion of the proceeding.

**7.5.7** If Owner Indemnitee is entitled to and elects to conduct its own defense, then it shall have the right to settle or compromise the claim with Design-Builder's prior written consent, which shall not be unreasonably withheld or delayed, or with approval of the court, and with the full benefit of Design-Builder's indemnity. Notwithstanding the foregoing, if Owner Indemnitee elects to conduct its own defense and it is later determined that no indemnification obligation existed as to the particular claim, Owner Indemnitee shall pay its own costs and expenses relating thereto. In addition, if Owner Indemnitee elects to conduct its own defense because it perceives a conflict of interest, Owner Indemnitee shall pay its own costs and expenses relating thereto.

**7.5.8** For design professional services and to the fullest extent permitted by law, Design-Builder shall, at its sole cost and expense, indemnify and hold harmless the Owner Indemnitees, and each of them, from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of the Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for whom Design-Builder shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Owner Indemnitees that is charged to Design-Builder, exceed Design-Builder's proportionate percentage of fault.

## **7.6 Survival.**

**7.6.1** All of Design-Builder's obligations under this Article 7 shall survive any termination of the Agreement, whether for cause or convenience.

## **Article 8**

### **Time**

#### **8.1 General.**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve completion of the Work within the Contract Time(s) in accordance with Article 6 of the Agreement.

**8.1.2** Design-Builder shall perform the Work in accordance with the Project Schedule. Design-Builder shall provide Owner with monthly updates, or more frequently as required by conditions and progress of the Work, comparing actual progress to the Project Schedule, but such updates shall not be deemed to modify the Project Schedule or Contract Time(s), nor relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as may be adjusted in accordance with this Article 8.

## **8.2 Substantial Completion.**

**8.2.1** Design-Builder shall notify Owner when it believes the Work has achieved Substantial Completion and is ready for Owner to prepare and execute a Certificate of Substantial Completion. As a condition to such notice, Design-Builder shall have prepared and submitted to Owner a proposed Punch List, including planned dates for completion for each Punch List item. In no event shall the Punch List contain any incomplete items that would impact the ability of Owner to operate and maintain the Project as intended, safely, and in compliance with Legal Requirements. By submitting the Punch List to Owner, Design-Builder represents that work on the Punch List will be completed by the scheduled Final Completion Date. Owner shall have the right to approve the Punch List in its reasonable discretion. The failure to include any items on such list does not alter the responsibility of Design-Builder to complete all Work in accordance with the Contract Documents.

**8.2.2** Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect the Work to assess the Punch List and verify that the Work has achieved progress required for Substantial Completion in accordance with the requirements of the Contract Documents.

**8.2.3** Substantial Completion shall be deemed to have occurred only when all of the following conditions have been satisfied:

**8.2.3.1** Design-Builder has submitted, and Owner has approved in writing (such approval not to be unreasonably withheld or delayed) a certification by Design-Builder to Owner that the Work, excepting only items on the approved Punch List, is complete in accordance with the Contract Documents;

**8.2.3.2** Design-Builder and Owner have agreed in writing upon the Punch List;

**8.2.3.3** Design-Builder has delivered to Owner copies of the warranties of all Equipment and Materials, together with copies of all related operating manuals supplied by, or required from, Suppliers;

**8.2.3.4** Design-Builder has successfully completed all performance tests required under the Contract Documents and provided Owner with copies of all test results and any required certification;

**8.2.3.5** All Governmental Approvals required for the occupancy and continued operations and maintenance of the Project by Owner or others have been obtained and are in full force and effect;

**8.2.3.6** Design-Builder has completed all Owner training and provided Owner all training materials required under the training plan; and

**8.2.3.7** All Delay Liquidated Damages due Owner, if any, have been paid in full by Design-Builder or otherwise satisfied.

**8.2.4** Owner will inspect the Work following notice from Design-Builder, evaluate Design-Builder's submissions under Section 8.2.3 above, and determine whether Substantial Completion has been achieved. If Owner determines that Substantial Completion has not yet been achieved, it shall so notify Design-Builder in writing of the reasons for such determination. Design-Builder shall expeditiously remedy the issues and, when completed, re-request in writing that Owner perform a Substantial Completion inspection.

**8.2.5** When Owner agrees that Design-Builder has satisfied all other requirements for Substantial Completion, Owner will prepare a Certificate of Substantial Completion that will set forth: (a) the Substantial Completion Date; (b) the approved Punch List; (c) provisions (to the extent not already provided in the Contract Documents or requiring modification) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities, insurance, and damage to Work; and (d) an acknowledgment that warranties commence to run on Substantial Completion Date, except as may otherwise be noted in the Certificate of Substantial Completion.

**8.2.6** The Substantial Completion Date shall be the day on which Owner has executed the Certificate of Substantial Completion, provided, however, that if Owner has executed the Certificate of Substantial Completion, then Substantial Completion shall be deemed effective as of the date Design-Builder has executed the Certificate of Substantial Completion for the sole purposes of determining: (a) Design-Builder's liability to Owner for Delay Liquidated Damages for failure to achieve Substantial Completion on or before the Scheduled Substantial Completion Date; and (b) Design-Builder's obligation to correct Work under Section 2.10 above.

### **8.3 Final Completion.**

**8.3.1** Final Completion shall be deemed to have occurred when all of the following conditions have been satisfied:

**8.3.1.1** Design-Builder has achieved Substantial Completion in accordance with Section 8.2 above;

**8.3.1.2** All Work, including all clean-up and removal of construction materials, demolition debris and temporary facilities, is complete, and in all respects is in compliance with the Contract Documents;

**8.3.1.3** Design-Builder shall have delivered to Owner all closeout documents and other deliverables required by the Contract Documents;

**8.3.1.4** Design-Builder's surety has consented to the release of final payment to Design-Builder;

**8.3.1.5** Design-Builder has certified to Owner that all of its claims against Owner have been resolved, except for those set forth in the attachment to the general release described in Section 6.6.1.2 above;

**8.3.1.6** All Delay Liquidated Damages due under the Agreement have been paid or otherwise satisfied; and

**8.3.1.7** Design-Builder and Owner have executed a Certification of Final Completion that all of the foregoing conditions have been satisfied.

**8.3.2** Design-Builder shall notify Owner when it believes the Work has achieved Final Completion and is ready for Owner to prepare and execute a Certificate of Final Completion. Owner shall determine, within twenty-one (21) days following its receipt of such notice, whether it concurs that Final Completion has been achieved. If Owner disagrees, it shall promptly send written notice to Design-Builder of the basis for its disagreement. Design-Builder shall expeditiously correct the conditions raised by Owner in order to achieve Final Completion. The preceding process will continue until Owner determines that Final Completion has been achieved.

**8.3.3** The Final Completion Date shall be the day on which Owner has executed the Certificate of Final Completion. However, for the sole purpose of determining Design-Builder's liability to Owner for Delay Liquidated Damages for failure to achieve Final Completion on or before the

scheduled Final Completion Date, Final Completion shall be deemed effective as of the date Design-Builder has executed the Certificate of Final Completion.

#### **8.4 Excusable Delays.**

**8.4.1** The term “Excusable Delay” shall refer to delays in the performance of the Work to the extent caused directly by acts, omissions, conditions, events, or circumstances beyond the reasonable control of Design-Builder and all other Design-Builder related entities, including, by way of example, acts or omissions of Owner or anyone under Owner’s control (including Owner’s separate Contractors), changes in the Work, Differing Site Conditions, unknown Hazardous Environmental Conditions, and Force Majeure Events.

**8.4.2** Notwithstanding Section 8.4.1 above, all cost, time, and other risks arising from the following events or circumstances shall be borne exclusively by Design-Builder, shall not be deemed Excusable Delays, and shall not be the basis for any relief, monetary, schedule, or otherwise, to Design-Builder:

**8.4.2.1** General market and economic conditions affecting the availability, supply or cost of labor, Equipment and Materials, construction equipment, supplies, or commodities;

**8.4.2.2** Strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions, unless such strikes, disputes, slowdowns, stoppages, boycotts or disruption affect a specific trade on a national or regional level and were not caused by the improper acts or omissions of Design-Builder or any other Design-Builder related entity;

**8.4.2.3** Delays in obtaining or delivery of Equipment and Materials, or any other goods or services, from any Design-Builder related entity, unless the Design-Builder related entity’s reason for delay arises from an event that would otherwise be excusable to Design-Builder under these General Conditions of Contract;

**8.4.2.4** Delays of common carriers, unless the common carrier’s reason for the delay arises from an event that would otherwise be excusable to Design-Builder under these General Conditions of Contract;

**8.4.2.5** Bankruptcy or insolvency of any Design-Builder related entity;

**8.4.2.6** The inability of any Design-Builder related entity to perform, unless such inability would be otherwise excusable to Design-Builder under these General Conditions of Contract;

**8.4.2.7** Any acts, omissions, conditions, events, or circumstances that were caused by or arose from the negligent acts, omissions, fault, gross negligence, willful misconduct, breach of contract, or violation of law by Design-Builder or any other Design-Builder related entity; and

**8.4.2.8** The exercise of any right or any act by Owner permitted under the Contract Documents, except to the extent the Contract Documents expressly require an adjustment in the GMP and/or Contract Time(s) as a result of such exercise or act (e.g., a change in the Work that will delay performance).

**8.4.3** If Design-Builder intends to seek Excusable Delay classification for any weather condition, it shall demonstrate, as a condition to qualifying for an Excusable Delay, that the actual weather encountered was unusually severe and abnormal compared with the five-year average weather statistics compiled by the United States National Oceanic and Atmospheric Administration for the time of year and locality of the Site.

**8.4.4** If Design-Builder intends to seek Excusable Delay classification for a delay in the issuance of a Governmental Approval, it shall demonstrate that: (a) Design-Builder and all other applicable Design-Builder related entities have submitted all applications, data, studies, reports, responses and other information required under Legal Requirements in order to obtain the Governmental Approval; (b) Design-Builder and all other applicable Design-Builder related entities have in all respects used commercially reasonable efforts to obtain the Governmental Approval; and (c) Design-Builder and all other applicable Design-Builder related entities have consistently maintained a fully responsive, engaged and respectful professional relationship with the staff and management of the Governmental Unit in a manner that, while not expressly required under Legal Requirements, is generally recognized among regular practitioners in the permitting field as necessary on a practical level to secure similar Governmental Approvals in a timely manner in light of the discretion accorded to Governmental Units under Legal Requirements.

## **8.5 Adjustment of Contract Times.**

**8.5.1** Design-Builder shall be entitled to request a Change Order adjusting the Contract Time(s) to reflect not more than the amount of time Design-Builder is actually delayed by an Excusable Delay, expressly conditioned upon Design-Builder demonstrating that: (a) Design-Builder has demonstrated that the delay event qualifies as an Excusable Delay; (b) Design-Builder has complied with the requirements of Section 9.5 below; (c) the delay impacts the critical path of the Work as demonstrated by Section 8.5.2 below; (d) the delay was not foreseeable as of the Phase 2 Amendment Date by Design-Builder, and would not have been foreseen as of the Phase 2 Amendment Date by a reasonably experienced design-builder; and (e) Design-Builder, in view of all the circumstances, has exercised reasonable efforts to avoid and mitigate the delay and did not, through itself or any other Design-Builder related entity, cause the delay.

**8.5.2** Design-Builder shall demonstrate the critical path impact of an Excusable Delay and the impact on the Contract Time(s) through a written time impact analysis ("TIA") establishing the influence of the event on the most current monthly updated Project Schedule. Each TIA shall include a fragmentary network ("fragnet") - that is a smaller, detailed portion of the overall Project timeline that focuses on a specific segment, group or sequence of activities within the overall Project Schedule - and for events that have yet to occur (such as an Owner proposed change), the fragnet shall demonstrate how Design-Builder proposes to incorporate such event into the most current monthly updated Project Schedule. The TIA shall demonstrate: (a) the time impact based on the date the event occurred, or, in the instance of an Owner-proposed change, the date such proposed change was given to Design-Builder; (b) the status of the Work at such point in time; and (c) the time computation of all affected activities.

## **8.6 Compensation for Delays**

**8.6.1** Design-Builder shall be entitled to request an adjustment of the GMP pursuant to the provisions of Article 9 for all Excusable Delays for which Design-Builder is entitled to a time extension pursuant to Section 8.5 above; provided, however, that such adjustment shall be no more than the increase in the Cost of the Work incurred by Design-Builder, plus the applicable Design-Builder's Fee, resulting directly from the time extension allowed under Section 8.5 above. Notwithstanding anything to the contrary, Design-Builder shall not be entitled to an adjustment of the GMP for Excusable Delays where Design-Builder's performance was or would have been concurrently delayed or interrupted by any event that does not otherwise qualify as an Excusable Delay, with the understanding that Design-Builder's sole remedy for such concurrent delays is an extension of the Contract Time(s), provided that Design-Builder has complied with the requirements of Section 8.5 above.

## **8.7 Recovery Schedules**

**8.7.1** Notwithstanding the right of Design-Builder to request a time extension for an Excusable

Delay pursuant to this Article 8, Design-Builder agrees that it will, if directed by Owner, develop and implement a recovery schedule and plan to improve progress and take such measures to overcome such delay. Should Owner have a reasonable belief that the Contract Time(s) will not be met, then Owner has the right, but not the obligation, to so notify Design-Builder and direct Design-Builder to overcome such delay by working additional overtime, engaging additional personnel and taking such other measures as necessary to complete the Work within the Contract Time(s). If such delay is not an Excusable Delay, Design-Builder shall bear all costs related to such overtime, additional personnel and other measures. If such delay is an Excusable Delay, and Design-Builder has met the requirements of this Article 8 for an adjustment to the Contract Time(s) for such delay, then Design-Builder may request an adjustment to the GMP in accordance with the requirements of Article 9 for the increase in the Cost of the Work incurred by Design-Builder directly related to such overtime, additional personnel and other measures.

## **Article 9**

### **Changes to the Phase 1 Services Compensation, GMP and Contract Times**

#### **9.1 Right of Owner to Make Changes.**

**9.1.1** Without invalidating the Agreement, Owner may by written order, at any time and from time-to-time, authorize and/or request changes in, additions to, or deletions in the Work, including but not limited to those involving: (a) changes in, additions to, or deletions in the Contract Documents; (b) changes in the method, manner, sequence and time of performance of the Work (provided that Design-Builder retains and accepts full responsibility for all associated construction means, methods, techniques, sequences, and procedures); (c) changes in Owner-furnished services or deliverables; or (d) a direction to accelerate performance of the Work. If Owner proposes making a change in the Work, Owner shall advise Design-Builder and Design-Builder shall follow the processes set forth in Section 9.2 below.

**9.1.2** No oral instruction, order or statement by Owner or Owner's Representative shall constitute a change under this Article 9. If Design-Builder believes that any oral instruction, order or statement by Owner or Owner's Representative may result in a change in the Work or require an adjustment to the Phase 1 Services Contract Price (interchangeably Amount or Compensation), GMP or the Contract Time(s), Design-Builder shall request that the oral instruction, order or statement be given in writing and shall thereafter comply with the provisions of this Article 9.

**9.1.3** A "Change Order" is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon the scope of a change in the Work, and the agreed adjustment, if any, to the Phase 1 Services Contract Price, GMP, Contract Time(s), or any other requirement of the Contract Documents. Unless specifically stated to the contrary in the Change Order, an executed Change Order shall constitute the final and complete compensation and satisfaction for all costs and schedule impacts related to: (a) the implementation of the changes that are the subject of the Change Order; and (b) the cumulative impact of effects resulting from such changes on all prior Work and changes in the Work to be performed as scheduled.

**9.1.4** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

#### **9.2 Work Change Directives.**

**9.2.1** A "Work Change Directive" is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Phase 1 Services Contract Price, GMP and/or the Contract Time(s).

**9.2.2** Upon receipt of a Work Change Directive, Design-Builder shall promptly proceed with the change in the Work involved, unless Owner directs otherwise. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the Parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

**9.2.3** If the Parties are not able to agree on the method for adjusting the GMP for a Work Change Directive within a reasonable time, then Owner shall pay Design-Builder for such Work on a cost reimbursable basis as set forth in Section 9.7.2.3 below.

### **9.3 Minor Changes in the Work.**

**9.3.1** A “Minor Change” is a change in the Work that does not involve an adjustment in the Phase 1 Services Contract Price, GMP and/or Contract Time(s) and does not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

**9.3.2** Owner may request Minor Changes. If Design-Builder disputes that such order is a Minor Change, Design-Builder shall notify Owner in accordance with Section 9.4 below.

**9.3.3** Design-Builder may make Minor Changes consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, prior to making such change. If Owner disputes that such a change is a Minor Change, Owner shall promptly notify Design-Builder of its position. If Design-Builder nevertheless desires to make such change, it shall notify Owner in accordance with Section 9.4 below. All Minor Changes shall be recorded on the documents maintained by Design-Builder.

### **9.4 Procedures Following Owner’s Notice of Proposed Change.**

**9.4.1** Design-Builder shall, within twenty-one (21) days after receipt of notice of an Owner proposed change, prepare and submit to Owner in writing the information set forth in Section 9.5.2 below as if such change were the subject of a Design-Builder Proposed Change Order, and such other information and data as Owner may reasonably request. Owner shall endeavor to review Design-Builder’s submittal with Design-Builder within twenty-one (21) days of its receipt of such submittal. If the parties reach agreement on the terms of Owner’s proposed change and Owner elects to proceed with such change, a Change Order shall be executed by the parties. If the parties are unable to reach agreement on the terms of the proposed change, Owner shall have the right, in its sole discretion, to direct Design-Builder to proceed with the change by issuing a Work Change Directive to Design-Builder.

**9.4.2** Owner shall have the right, at any time and at its sole discretion, not to undertake any proposed change. If Owner elects not to undertake a proposed change for which Design-Builder performed design services in developing its submittal under Section 9.4.1 above, Design-Builder shall be paid its reasonable design costs incurred for such submittal.

### **9.5 Design-Builder Proposed Change Orders.**

**9.5.1** If Design-Builder believes that it is entitled under the Contract Documents to an adjustment to the Phase 1 Services Contract Price, GMP, Contract Time(s), or other relief due to any event or situation arising out of or related to the Work (including but not limited to alleged Excusable Delays, disputes over Owner’s instructions or interpretation of the Contract Documents), Design-Builder shall, within ten (10) days after Design-Builder knows, or should have reasonably known, of such event or situation giving rise to the requested relief, submit to Owner a written notice labeled “Notice of Design-Builder Proposed Change Order.” The Notice of Design-Builder Proposed Change Order

shall describe the general nature of the event or situation and, if such Notice involves an Excusable Delay, the probable duration thereof.

**9.5.2** Design-Builder shall, within fourteen (14) days after providing Owner with a Notice of Design-Builder Proposed Change Order, submit to Owner in writing: (a) a description of the facts, circumstances and contractual basis for the relief sought, with sufficient specificity for Owner to assess the matter; (b) the cost data supporting any proposed adjustments to the Phase 1 Services Contract Price or the GMP; and (c) the scheduling information and analysis required under Section 8.5.2 above to support any request for adjustment to the Contract Time(s).

**9.5.3** Owner shall endeavor to review Design-Builder's submittal under Section 9.5.2 above within fourteen (14) days of its receipt of such submittal. If Owner believes that Design-Builder's request is justified, in whole or in part, Owner shall advise Design-Builder and an appropriate Change Order shall be executed. If Owner disputes Design-Builder's request, and the parties are unable to resolve the dispute, such dispute shall be resolved in accordance with Article 10 below. Owner may request clarifications and/or additional information to assist with its decision on such Design-Builder Proposed Change Order.

**9.5.4** Design-Builder's failure to provide the written statements in the manner and time required by this Section 9.5 shall constitute a conclusive presumption that no price or time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Design-Builder waives its rights to seek relief for any such event or situation.

## **9.6 Owner Directive Letters.**

**9.6.1** If the parties are unable to reach agreement on the terms of a Design-Builder Proposed Change Order under the processes set forth in Section 9.5 above, then Owner may, in its sole discretion, issue to Design-Builder a written notice ("Directive Letter") that directs Design-Builder to proceed in accordance with the terms of such notice notwithstanding the inability of the parties to reach agreement on the terms of the Design-Builder Proposed Change Order. Design-Builder shall fully comply with all Directive Letters and shall have the right to pursue its remedies under Article 10 below.

## **9.7 Adjustments to the Phase 1 Services Contract Price and GMP.**

**9.7.1** The increase or decrease in the Phase 1 Services Contract Price (interchangeably Amount or Compensation) resulting from a change in the Work shall be determined by the method as set forth in the "Phase 1 Services Contract Price" Exhibit of the Agreement.

**9.7.2** The increase or decrease in GMP resulting from a change in the Work shall be determined by one or more of the following methods:

**9.7.2.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

**9.7.2.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; or

**9.7.2.3** If the parties have not reached agreement on the basis of 9.7.2.1 or 9.7.2.2 above, the GMP shall be adjusted based upon the Cost of the Work and Design-Builder's Fee as set forth in Article 7 of the Agreement, provided, however, that such Cost of the Work is: (a) reasonably and properly incurred by Design-Builder; (b) reasonably documented; and (c) comprised of those costs that would not have been incurred but for the change in the Work.

**9.8 Emergencies.**

**9.8.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. If the cause of the emergency would justify a change in the Phase 1 Services, GMP and/or Contract Time(s) under these General Conditions of Contract, Design-Builder shall submit a Design-Builder Proposed Change Order in accordance with Section 9.5 above.

**9.9 Duty to Proceed.**

**9.9.1** No dispute between Design-Builder and Owner, including but not limited to those relating to the entitlement, cost or time associated with a notice of Owner proposed change or Design-Builder Notice of Proposed Change Order, shall interfere with the progress of the Work. Design-Builder shall have the duty to diligently proceed with the Work in accordance with Owner's instructions despite any dispute, including but not limited to those events where the parties are in disagreement as to whether instructions from Owner constitute a change to the Work and justify adjustments to the GMP and/or Contract Time(s).

**9.9.2** Design-Builder's sole recourse in the event of such a dispute will be to pursue its rights under Article 10 below. Design-Builder shall retain any and all rights provided that pertain to the resolution of disputes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined in Article 10 below. Design-Builder shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

**9.10 Burden of Proof.**

**9.10.1** Design-Builder shall bear the burden of proof in establishing its entitlement to relief under this Article 9, including but not limited to adjustments in the Phase 1 Services Contract Price, GMP and/or Contract Time(s).

**Article 10**

**Disputes and Claims**

**10.1 Dispute Avoidance and Resolution**

**10.1.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.1.2** Owner and Design-Builder shall first attempt to resolve disputes at the field level through discussions between Design-Builder's Representative and Owner's Representative. If, after the passage of a reasonable period of time, the dispute is not resolved at the field level, then, upon the written request of either party, the dispute shall be elevated to senior representatives of the parties. The senior representative shall meet as soon as conveniently possible to attempt to resolve such dispute. If the dispute is not resolved at the senior representative level, then Design-Builder shall have the right to make a Claim under Section 10.2 below, provided, however, that before doing so Design-Builder shall have satisfied its obligations under the process set forth in Section 9.5 above to file a Notice of Design-Builder Proposed Change Order.

**10.2 Claims Process.**

**10.2.1** California Public Contract Code (PCC) § 20104 et seq. prescribes a process using informal

conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. PCC § 9204 prescribes a process for negotiation and mediation to resolve disputes on construction claims. Therefore, this Section 10.2 is intended to implement and shall be construed as being consistent with said statutes.

**10.2.2** For purposes of these procedures, "Claim" means a separate demand by Design-Builder, after Owner has denied Design-Builder's timely and duly made request for payment for extra work and/or a time extension, for: (a) a time extension; (b) payment of money or damages arising from work done by or on behalf of Design-Builder pursuant to the Agreement and payment of which is not otherwise expressly provided for or Design-Builder is not otherwise entitled to; or (c) an amount the payment of which is disputed by Owner. The following requirements apply to all claims to which this Section 10.2 applies.

**10.2.2.1** The Claim shall be in writing and include the documents necessary to substantiate the Claim. Claims governed by this procedure must be filed on or before the date of Final Payment. Nothing in this Section 10.2 is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

**10.2.2.2** Design-Builder shall submit all claims in the following format:

- (a) Summary of the Claim, including references to the specific Contract Document provisions upon which the claim is based.
- (b) List of documents relating to the Claim, including: (1) Construction Documents; (2) clarifications and requests for information; (3) Project Schedule(s); and (4) any other relevant material or supporting documentation.
- (c) Chronology of events and correspondence related to the Claim.
- (d) Statement of grounds for the Claim.
- (e) Analysis of the claim's cost, if any.
- (f) Analysis of the Claim's time/schedule impact, if any.

**10.2.3** Upon receipt of a Claim pursuant to Section 10.2.2 above, Owner shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) calendar days, shall provide Design-Builder a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) calendar days after Owner issues its written statement.

**10.2.3.1** If Owner needs approval from the Owner's City Council to provide Design-Builder a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City Council does not meet within the forty-five (45) calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Owner shall have up to three (3) days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide Design-Builder a written statement identifying the disputed portion and the undisputed portion.

**10.2.3.2** Within thirty (30) calendar days of receipt of a Claim, Owner may request in writing additional documentation supporting the Claim or relating to defenses or claims Owner may have against Design-Builder. If additional information is thereafter required, it

shall be requested and provided pursuant to this subdivision, upon mutual agreement of Owner and Design-Builder.

**10.2.3.3** Owner's written response to the Claim, as further documented, shall be submitted to Design-Builder within thirty (30) calendar days (if the claim is less than \$50,000, within fifteen (15) calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by Design-Builder in producing the additional information or requested documentation, whichever is greater.

**10.2.4** If Design-Builder disputes Owner's written response, or Owner fails to respond within the time prescribed, Design-Builder may so notify Owner, in writing, either within fifteen (15) calendar days of receipt of Owner's response or within fifteen (15) calendar days of Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Owner shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

**10.2.5** Within ten (10) business days following the conclusion of the meet and confer conference set forth in Section 10.2.4 above, if the Claim or any portion of the Claim remains in dispute, Owner shall provide Design-Builder a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar days after Owner issues its written statement. Any disputed portion of the Claim, as identified by Design-Builder in writing, shall be submitted to nonbinding mediation, with Owner and Design-Builder sharing the associated costs equally. Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

**10.2.5.1** If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

**10.2.5.2** For purposes of this Section 10.2.5, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation used shall conform to the timeframes herein.

**10.2.5.3** Unless otherwise agreed to by Owner and Design-Builder in writing, the mediation conducted pursuant to this section shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.

**10.2.5.4** All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

**10.2.6** Owner's failure to respond to a claim from Design-Builder within the time periods described in this Section 10.2, or to otherwise meet the time requirements of this Section 10.2, shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section 10.2, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of Design-Builder. Owner's failure to respond shall not waive Owner's rights to any subsequent procedures for the resolution of disputed claims.

**10.2.7** If following the mediation, the claim or any portion remains in dispute, Design-Builder must comply with the claim procedures set forth in California Government Code § 900 et seq. prior to

filing any lawsuit against Owner. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Design-Builder. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against Owner may be filed. A Government Code claim must be filed no earlier than the date that Design-Builder completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of California Government Code § 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time Design-Builder submits its written claim to Owner until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolution of all claims.

**10.2.8** The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

**10.2.8.1** Within sixty (60) calendar days, but no earlier than thirty (30) calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with PCC § 9204 and the procedures in this Section 10.2. The mediation process shall provide for the selection within fifteen (15) calendar days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) calendar days of the submittal, and shall be concluded within fifteen (15) calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen-day period, either party may petition the court to appoint the mediator.

**10.2.8.2** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

**10.2.8.3** Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

**10.2.8.4** In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

## **Article 11**

### **Stop Work and Termination Rights**

#### **11.1 Owner's Right to Stop Work.**

**11.1.1** Owner may, at any time, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed either sixty (60) consecutive days or in the aggregate more than one hundred twenty (120) days. Notwithstanding the preceding sentence, the parties agree that: (a) days during which the Work is suspended prior to the Phase 2 Amendment Date shall not be allocable to or considered in the aggregate with days during which the Work is suspended after the Phase 2 Amendment Date; (b) the time occurring from the Phase 2 Amendment Date through and including the date upon which Owner issues the Phase 2 Notice to Proceed, shall not be deemed as suspension in the Work or allocable to any aggregate period of suspension under this Section 11.1.1; and (c) any period of suspension pending evaluation and discussion of the Phase 2 Price Proposal shall be measured separately and not deemed a suspension under Section 11.1.1, but, rather, subject to the terms of Article 2 of the Agreement.

**11.1.2** Design-Builder is entitled to seek an adjustment of the GMP and/or Contract Time(s) if the Cost of the Work it incurs or time to perform the Work has been adversely impacted by any suspension of the Work by Owner, provided Design-Builder satisfies the requirements of Articles 8 and 9 above.

## **11.2 Owner's Right to Perform and Terminate for Cause.**

**11.2.1** If Design-Builder, at any time, fails to: (a) provide a sufficient number of skilled workers; (b) supply the Equipment and Materials required by the Contract Documents; (c) comply with applicable Legal Requirements; (d) timely pay, without cause, Design Consultants or Subcontractors; (e) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted pursuant to Article 8 above; or (f) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents, by Legal Requirements, or at law or in equity, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below, and as provided at law.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be promptly cured, within seven (7) days of Design-Builder's service of such notice. If Design-Builder fails to cure, or reasonably commence and diligently continue to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence and diligently continue to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration. Notwithstanding anything to the contrary, if Owner has provided Design-Builder within three (3) initial notices of Owner's intent to terminate the Agreement for any of the reasons set forth in Section 11.2.1 above, then Owner shall have no further obligation to provide Design-Builder with an opportunity to cure, and may terminate the Agreement for cause as set forth in a written notice from Owner.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the Site and take possession, for the purpose of completing the Work, of all Work Product, Equipment and Materials, construction equipment, supplies, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, Equipment and Materials, construction equipment, supplies, and other items; provided, however, that Owner shall not take possession of any construction equipment, supplies, scaffolds, tools, appliances and other similar items owned or rented by Design-Builder.

**11.2.4** In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance

with the Contract Documents. If the unpaid balance of the GMP exceeds the costs of finishing the Work, including Delay Liquidated Damages and other amounts due under the Agreement, Design-Builder will only be entitled to be paid for Work performed prior to its default, and the balance will be for the account of and retained by Owner. If the costs of finishing the Work exceed the unpaid balance, Design-Builder shall, within thirty (30) days of receipt of written notice setting out the amount of the excess costs, pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work (including costs to accelerate the Work as necessary to achieve Substantial Completion as near as possible to the Scheduled Completion Date), but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default, subject to the liability limitations set forth in the Contract Documents.

**11.2.5** If Owner improperly terminates the Agreement for cause, the termination for cause will be converted automatically to and treated as a termination for convenience under the provisions of Section 11.6 below.

### **11.3 Design-Builder's Right to Stop Work.**

**11.3.1** Design-Builder may, in addition to any other rights accorded under the Contract Documents or at law, stop the Work for the following reasons:

**11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 above; or

**11.3.1.2** Owner's failure to make any undisputed payment due under Design-Builder's Application for Payment within forty-five (45) days after receipt of an acceptable Application for Payment, provided, however, that amounts subject to a good faith dispute shall not be deemed properly due.

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the GMP and/or Contract Time(s) to the extent it incurs additional costs of the Work, or the progress of the Work has been adversely impacted by such stoppage, provided Design-Builder satisfies the requirements of Articles 8 and 9 above.

### **11.4 Design-Builder's Right to Terminate for Cause.**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents, may terminate the Agreement for cause for the following reasons:

**11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than one hundred twenty (120) days in the aggregate either entirely before the Phase 2 Amendment Date or entirely after the Phase 2 Amendment Date, because of court order, any Government unit or entity, failure of Owner to obtain Governmental Approvals that are Owner's responsibility under the Contract Documents, or orders by Owner under Section 11.1.1 above, provided that such stoppages are not due to the acts or omissions of Design-Builder or any other Design-Builder related entity.

**11.4.1.2** Owner's failure to provide Design-Builder with any information that is Owner's responsibility under the Contract Documents which results in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days in the aggregate during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1. above.

**11.4.13** Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Section 11.6 below.

## **11.5 Bankruptcy of Owner or Design-Builder.**

**11.5.1** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

## **11.6 Owner's Right to Terminate for Convenience.**

**11.6.1** Design-Builder's performance of Work under the Agreement may be terminated by Owner in accordance with this Section 11.6 in whole or in part, without cause or whenever Owner shall determine that such termination is in the best interest of Owner. Any such termination shall be effected by delivery to Design-Builder of a Notice of Termination for Convenience, specifying the extent to which performance of Work under the Agreement is terminated, and the date upon which such termination becomes effective.

**11.6.2** Design-Builder shall comply with instructions in the Notice of Termination for Convenience and, unless such notice directs otherwise:

**11.6.2.1** Immediately discontinue the Work on the date specified in such notice and to the extent specified in such notice;

**11.6.2.2** Place no further orders or Subcontracts except as may be necessary for completion or such portion of the Work as is not discontinued;

**11.6.2.3** Assign to Owner any Subcontract relating to the performance of Work that is discontinued that Owner elects in writing, at its sole election and without obligation, to have assigned to it, with Owner assuming, and Design-Builder being relieved of, all obligations under the Subcontract accruing from the date of the assignment;

**11.6.2.4** Promptly cancel or terminate, on terms reasonably and commercially appropriate, all Subcontracts that Owner does not elect to have assigned to Owner to the extent that such Subcontracts relate to the performance of Work that is discontinued;

**11.6.2.5** Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination for Convenience;

**11.6.2.6** Take such action as may be necessary, or as Owner may direct, for the protection and preservation of the property related to the Agreement which is in the possession of Design-Builder and in which Owner has or may acquire an interest; and

**11.6.2.7** Deliver to Owner all Work Product produced during the period commencing on the Agreement Date to the date of the termination, which Work Product shall, for the avoidance of doubt, become the property of Owner, to the extent that it may not have been the property of Owner before the date of termination.

Design-Builder shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Section 11.6.

**11.6.3** In the event of a termination for convenience, Design-Builder shall be entitled to receive only the following with respect to the terminated portion of the Project (to the extent not previously paid or subject to a good faith dispute) as its sole and exclusive remedy for such termination: (a) Cost of Work and Design-Builder's General Conditions performed through the date of termination in accordance with the Schedule of Values; (b) the reasonable costs incurred by Design-Builder in the performance of its obligations under Section 11.6.2 above resulting directly from such termination, including all actual and reasonable demobilization costs and amounts due in settlement of terminated Subcontracts; and (c) a fair and reasonable portion of Design-Builder's Fee attributable to the Work performed on the terminated portion of the Work up to the time of termination. Design-Builder shall not be entitled to recover Design-Builder's Fee, Design-Builder's General Conditions, or any other overhead or profit on unperformed portions of the Work. In no case shall Design-Builder or any other Design-Builder related entity be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs, or consequential or other damages as a result of a termination for convenience under this Section 11.6.

**11.6.4** The obligation of Owner to pay amounts due in settlement of Subcontracts under Section 11.6.3 above shall be limited to the reasonable costs incurred by Design-Builder in settling and closing out Subcontracts that Owner does not elect to have assigned to it under Section 11.6.3 above and shall be subject to cost substantiation. Any convenience termination settlement payment under any Subcontract shall be calculated in the same manner as provided in Section 11.6.3 above with respect to the convenience termination settlement payment to Design-Builder.

**11.6.5** The total sum to be paid to Design-Builder under Section 11.6.3 above shall not exceed the total GMP as reduced by the amount of payments otherwise made and as further reduced by the price of Work not terminated.

## **11.7 Right to Contract with Design Consultants.**

**11.7.1** In addition to any other rights available to Owner under the Contract Documents, Owner shall have the right to contract with Design Consultants in accordance with Section 9.4 of the Agreement if it terminates Design-Builder under either Sections 11.2 or 11.6 above.

## **Article 12**

### **Electronic Data**

#### **12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

#### **12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 5 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

#### **12.3 Electronic Data Protocol.**

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall

also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## **Article 13**

### **Miscellaneous**

#### **13.1 Confidential Information.**

**13.1.1** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project. Either party may disclose Confidential Information, following notice to the other party, when required by law, including the California Public Records Act, subpoena, or court order.

**13.1.2** Design-Builder may share Confidential Information with the other Design-Builder related entities as appropriate for the procurement and execution of the Work.

**13.1.3** Unless a longer period is required by law, the confidentiality obligations herein shall expire within three (3) years of the Final Completion Date.

#### **13.2 Assignment.**

**13.2.1** Neither the Agreement nor any right, privilege, delegation or interest thereunder may be assigned or transferred in whole or in part by Owner or Design-Builder without the prior written consent of the other Party, and any attempted assignment or transfer without such written consent shall be void, except as set forth in Section 13.2.2 below.

**13.2.2** Notwithstanding the above, Design-Builder's consent of Owner's assignment or transference shall not be required for assignments relating in any way to the financing of the Agreement, Work or Project. Design-Builder shall execute such assignments, consents, and other documents as may be reasonably requested to give effect to or implement any assignment or conveyance of the Agreement of any right, privilege, delegation, or interest thereunder.

#### **13.3 Successorship.**

**13.3.1** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

#### **13.4 Governing Law.**

**13.4.1** The Agreement and all Contract Documents shall be governed by the laws of the State of California, without giving effect to its conflict of law principles.

**13.5 Severability.**

**13.5.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**13.6 No Waiver.**

**13.6.1** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

**13.7 Sovereign Immunity.**

**13.7.1** Notwithstanding any other provision of the Contract Documents to the contrary, nothing in the Contract Documents nor any action taken by Owner pursuant to the Contract Documents nor any document which arises out of the Contract Documents shall constitute or be construed as a waiver of the sovereign immunity of Owner, or of its elected and appointed officials, officers and employees.

**13.8 Headings.**

**13.8.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**13.9 Amendments.**

**13.9.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**Article 14**

**California Labor Code Compliance**

**14.1 Public Work.**

**14.1.1** Design-Builder acknowledges that the Project is a “public work” as defined in Labor Code Section 1720 et seq. (Chapter 1), and that this Project is subject to: (a) Chapter 1, including without limitation Labor Code Section 1771; and (b) the rules and regulations established by California’s Director of Industrial Relations implementing such statutes. Design-Builder shall perform all Work on the Project as a public work. Design-Builder shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

**14.2 Prevailing Wage Rates.**

**14.2.1** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Design-Builder acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Design-Builder shall post such rates at each job site covered by these Contract Documents.

**14.2.2** Design-Builder shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Design-Builder shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Design-Builder or by any Subcontractor.

### **14.3 Payroll Records.**

**14.3.1** Design-Builder shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Design-Builder and each Subcontractor to: (1) keep accurate payroll records and verify such records in writing under penalty of perjury; (2) certify and make such payroll records available for inspection; and (3) inform the City of the location of the records. Design-Builder has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Design-Builder shall forfeit one hundred dollars (\$100) for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

**14.3.2** Design-Builder and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Design-Builder and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

### **14.4 Hours of Labor.**

**14.4.1** Design-Builder acknowledges that eight (8) hours labor constitutes a legal day's work. Design-Builder shall comply with and be bound by Labor Code Section 1810 and comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Design-Builder shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by Design-Builder or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Design-Builder in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

### **14.5 Apprentices.**

**14.5.1** Design-Builder shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations (CCR) Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Design-Builder shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, Design-Builder shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding Work, Design-Builder and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract. Design-Builder is also required to comply with the requirements of Public Contract Code Section 22164(c)(1) requiring the use of a skilled and trained workforce as defined in Public Contract Code Section 2600, et seq. (referenced below).

**14.6 Debarment or Suspension.**

**14.6.1** Design-Builder shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Design-Builder and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Design-Builder or any Subcontractor becomes debarred or suspended during the duration of the Project, Design-Builder shall immediately notify the City.

**14.7 Registration with DIR.**

**14.7.1** In accordance with Labor Code Sections 1725.5 and 1771.1, no Contractor or Subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Section 1725.5.

**14.8 Compliance Monitoring and Posting Job Sites.**

**14.8.1** This Project is subject to compliance monitoring and enforcement by the DIR. Design-Builder shall post job site notices, as prescribed by regulation.

**14.9 Subcontractors.**

**14.9.1** For every Subcontractor who will perform Work on the Project, Design-Builder shall be responsible for such Subcontractor's compliance with the requirements set forth above, and Labor Code Sections 1860 and 3700, and Design-Builder shall include in the written contract between it and each Subcontractor a copy of these provisions and a requirement that each Subcontractor shall comply with those provisions. Design-Builder shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages, Design-Builder shall diligently take corrective action to halt or rectify any failure.

**Article 15**

**Other Statutorily Required Terms**

**15.1 Public Contract Code.**

**15.1.1** Pursuant to Public Contract Code Section 7103.5, Design-Builder offers and agrees to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Owner tenders final payment to Design-Builder without further acknowledgment by the parties.

**15.1.2** Pursuant to Public Contract Code Section 9201, the Owner has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The Owner shall timely notify Design-Builder of the receipt of any third-party claim relating to the Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

## **15.2 California Government Code.**

**15.2.1** Pursuant to Government Code Section 8546.7, since this Contract involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), Design-Builder shall be subject to State Auditor examination and audit at the request of the Owner or as part of any audit of the Owner, for a period of three (3) years after final payment under this Contract.

**15.2.2** The methods used and costs involved to locate existing elements, points of connection and all construction methods are Design-Builder's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Design-Builder, at its sole expense, must make all investigations necessary to determine locations of existing elements, which requires compliance with Government Code Section 4216, et seq., and includes, without limitation, contacting regional notification center(s) such as DigAlert, and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

**15.2.3** Pursuant to Government Code Section 4215, the Owner acknowledges its responsibilities with respect to locating, relocating, removing or protecting utility facilities on the site of the Project, if it entails construction and such utilities are not identified by the Owner in writing prior to commencement of construction.

**15.2.4** Design-Builder agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Design-Builder "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by Owner on any matter in connection with which Design-Builder has been retained pursuant to this Contract.

**EXHIBIT A  
OWNER'S PROJECT CRITERIA**

**CITY OF REDONDO BEACH BOND MEASURE (FP) PROJECT  
TO RECONSTRUCT FIRE STATIONS 1 & 2**

VISION, GOALS AND OBJECTIVES

The City's Measure FP Project is a voter-approved \$93,350,000 general obligation bond measure to fund the reconstruction of Fire Stations No. 1 and 2 and the modernization of Police facilities, including the Headquarters and Annex buildings, in an expedient manner within the established budget in order to enhance public safety operations.

**This RFQ/P is focused solely on the construction of new Fire Stations No. 1 and 2** for the Measure FP Project and the following defines the fundamental programmatic, performance and quality requirements that will guide design and construction under the PDB approach, which may be modified during Phase One (1) (Preconstruction/Design Development), subject to Owner approval, and defines the standards against which the Guaranteed Maximum Price (GMP) proposal will be evaluated before proceeding to Phase Two (2) (Final Design and Construction).

Vision Statement

The City envisions modern, resilient, durable and operationally efficient fire stations that will enhance the City's ability to protect lives and property; support firefighter health and readiness; reflect best practices in fire service design and sustainability; and meet the needs of the community for the foreseeable future.

Key Goals and Objectives

- Phased Redevelopment with Operational Continuity

As the City's Fire Department (RBFD) must remain fully operational throughout the duration of the Project, the Design-Builder will be responsible for developing a detailed phasing and transition plan that ensures uninterrupted emergency response operations during construction. This includes assisting with and coordination of temporary site improvements and utility connections necessary to support modular facilities, such as apparatus bays and living quarters (to be procured directly by the City), which will be critical to maintaining operations during the reconstruction/replacement of each station.

- Program-Driven Facility Replacement

Each replacement station will be guided by the City's established programmatic space needs and operational goals. The design should accommodate modern apparatus and technology, provide an optimal working and living environment for personnel, ensure adequate circulation for fire service equipment and resources, and promote efficient response times.

- Cost Effectiveness and Long-Term Value

In collaboration with the PDB team, the City aims to emphasize cost-conscious design and construction solutions; leverage open-book cost estimating, value engineering and life-cycle cost analysis; and invest in durable, low-maintenance materials and systems that extend the useful life of City assets.

- Integrated and Collaborative Delivery

The PDB process will require close collaboration between the City, and more specifically the Fire Department, and the Design-Builder to refine design documents, validate costs, and establish a GMP aligned with the approved budget and scope. As such, the Design-Builder must demonstrate an ability to coordinate design progression with financial, permitting and construction readiness in order to minimize downtime and accelerate delivery.

- Operational Efficiency and Site Functionality

Each station must balance functionality, safety and aesthetics with careful attention to apparatus bay access, traffic flow and neighborhood compatibility. The Design-Builder should propose site layouts that support rapid deployment, safe ingress/egress, and minimal disruption to the surrounding communities.

- Collaborative and Transparent Team Culture

The City seeks a Design-Builder with proven experience delivering public safety facilities utilizing alternative or innovative delivery models, particularly those involving phased operations and temporary facilities, in order to yield a strong, transparent and collaborative working relationship centered around communication, problem solving and trust.

## LOCATION

The Project is a two-site, multi-phase initiative to replace the existing Fire Station No. 1 and Fire Station No. 2 with modern, high-performance and operationally resilient facilities that meet current and future service demands. The sites indicated for temporary operations will be utilized for the duration of the construction period.

- Fire Station No. 1 (FS1): 401 S Broadway: 23,500 SF lot
- Fire Station No. 2 (FS2): 2400 Grant Avenue: 31,000 SF lot
- Temporary FS1: City Hall employee parking lot at N Broadway & Carnelian St
- Temporary FS2: Undeveloped, City owned lot at Inglewood Ave & Grant Ave

## PROGRAM / SCOPE

The following are intended as general use and occupancy objectives, along with space requirements, but are not exhaustive in nature.

- Fire Station No. 1 (FS1): Roughly 16,000 SF inclusive of three (3) apparatus bays.
  - Administrative offices/support workrooms;
  - Sleeping quarters/dorms for A-C shifts of ten (10) personnel and private offices/living quarters for two (2) captains;
  - Living areas (dayroom/kitchen/dining);
  - Fitness room and locker/restroom facilities;
  - Apparatus support (decontamination, gear storage, compressor, etc.); and
  - Secure staff parking and ADA access, including public entry.

- Fire Station No. 2 (FS2): Roughly 16,000 SF inclusive of three (3) apparatus bays.
  - Training/administrative support spaces;
  - Sleeping quarters/dorms for A-C shifts of seven (7) personnel and private offices/living quarters for two (2) captains and one (1) division chief.
  - Living areas (dayroom/kitchen/dining);
  - Fitness room and locker/restroom facilities;
  - Apparatus support (decontamination, gear storage, compressor, etc.);
  - Secure staff parking and outdoor areas; and
  - Separate access (ingress/egress point) for battalion chief vehicle.
- Temporary FS1 & FS2
  - Coordination of site improvements such as grading, circulation layouts, and utility connections to support the modular facilities and temporary operations.
  - Support with the relocation of equipment/resources and facilitate operational alignment with the approved construction schedule for the permanent stations.

## DESIGN CHARACTER

The reconstruction of both stations should strive to maintain design compatibility and continuity with the surrounding neighborhoods based on key materials and elements.

- Core Improvements

Replacement of existing fire stations with new facilities designed around the City's identified programmatic space requirements, including modern apparatus bays, living quarters/dorms, training areas, administrative offices and support spaces.

- Temporary Operations Support

While the City will directly procure any necessary temporary modular facilities, the PDB team will be responsible for designing and implementing any associated site improvements, grading and utility connections required to ensure the temporary facilities are fully functional and aligned with the approved construction schedule.

- Site Enhancements

Upgraded utilities, site circulation, drive aprons, wash areas and landscaping designed to enhance safety, efficiency and neighborhood compatibility.

- Sustainability and Resiliency

Incorporation of durable, energy-efficient systems, inclusive of an emergency generator, and design strategies that reduce long-term maintenance costs and improve building performance under emergency and post-disaster conditions.

- Future Scalability

Design flexibility to accommodate future technology integration, apparatus modifications, and evolving operational demands without major disruption.

## PERFORMANCE STANDARDS / TECHNICAL SPECIFICATIONS

- Structural and seismic compliance for essential services buildings with 75-year design life, and meets or exceeds building code standards for living quarters.
- Functional and operational systems, including mechanical, electrical, and plumbing (MEP), designed for high reliability and with redundancy.
- Environmental and energy efficiency standards in compliance with California Title 24 requirements.
- Sustainability, durability and resiliency factors and construction materials that utilize a low maintenance, life-cycle replacement planning/cost orientation and with specific consideration given to air handling/dehumidification systems.
- Compliance with National Fire Protection Association (NFPA) codes and standards, and adherence to the U.S. Fire Administration (USFA) and FEMA's "Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations" publication (May 2018).

## FUNDING / BUDGET

The total approved Measure FP bond funding authorization is \$93,350,000 with roughly \$48,000,000 set aside for the reconstruction of Fire Stations 1 and 2, including the costs associated with temporary relocation of the said station operations during construction. The estimated direct construction cost, for purposes of fee proposal calculation, is \$32,000,000, inclusive of new facilities and temporary site improvements.

Key cost components include but are not limited to: construction; geotechnical (e.g., soils reports); deputy testing/inspections; architectural and engineering services; furniture, fixtures and equipment; temporary facilities and relocation expenses; electrical systems and special equipment; utility connection services and fees; and program and construction management firm overhead, fees and reimbursables.

The City's previously approved contingency is roughly ten percent (10%), and all escalation allowances shall be tracked separately. The City will withhold five percent (5%) retention from all Phase 2 or early work package payments for work performed. The Design-Builder shall develop and maintain an open-book cost model, updated at each design milestone with life-cycle cost analysis completed throughout, and GMP validation must demonstrate budget alignment before Phase 2 authorization.

## SCHEDULE / TIMELINE OVERVIEW

The work to be performed under the established contract will be informed by the following, anticipated milestones with the understanding that time is of the essence to this Project.

- Phase 1: Pre-Construction / Design Development

Utilizing the City's established programmatic space needs and functional requirements to advance design, validate scope and confirm existing site and utility conditions, the PDB team will develop a GMP during the design development stage. This phase will encompass cost modeling, constructability reviews and schedule development. Moreover, the Design-Builder will also prepare a detailed, phased and operational continuity plan that ensures uninterrupted emergency-response operations during construction and coordination of temporary site improvements and utility connections to support modular facilities and associated equipment to be procured directly by the City.

- Phase 2: Construction

Upon mutual agreement of the GMP, proposed schedule and execution of the Phase 2 Amendment, the Project will transition into construction. This phase will include full demolition and replacement of each existing fire station and deliver utility and infrastructure upgrades along with associated site improvements. The new facilities will be delivered as code-compliant, seismically resilient, energy-efficient and future-ready assets that enhance operational readiness and serve the City well into the future.

- Anticipated Timeline

<i>Target Completion Schedule</i>	<i>Est. Duration</i>	<i>Est. Completion</i>
Notice to Proceed to Phase One (1)	Start / NTP	Spring 2026
Phase 1 - Design & Concept Review	4 Months	Summer 2026
Phase 1 - GMP Development/Negotiation	3-4 Months	End of 2026
Notice to Proceed to Phase Two (2)	Month 9	Start of 2027
Phase 2 - Construction Docs/Early Work	5 Months	Summer 2027
Phase 2 - Substantial Completion	12-18 Months	Summer/Fall 2028

**EXHIBIT B  
SCOPE OF SERVICES**

**CITY OF REDONDO BEACH BOND MEASURE (FP) PROJECT  
TO RECONSTRUCT FIRE STATIONS 1 & 2**

The scope of work to be performed by the Design-Builder during both Phase 1 and Phase 2 are specified herein and with reference to the attached Contract Documents, which include the Progressive Design-Build Agreement, General Conditions of Contract, and various associated exhibits, appendices and amendments, where applicable.

California Senate Bill No. 706: Public Contracts: Progressive Design-Build: Local Agencies (2023-2024), an act to add and repeal Chapter 4.7 (commencing with Section 22185) of Part 3 of Division 2 of the Public Contract Code, relating to public contracts, also governs the progressive design-build (PDB) procurement process for public agency capital projects.

**GENERAL CONTRACT TERMS / CONDITIONS**

- No Guarantee for Award

There is no guarantee that the City will award a contract for any portion of this Project, including for the Phase 1 or Phase 2, and the Design-Builder will not be entitled to recover any costs, anticipated profit or monetary award(s) for proposal preparation in the event the City decides not to award a contract or if the City does not award a contract to a particular Proposer.

- Wage Rates / Requirements

The Design-Builder is required to comply with all applicable prevailing wage requirements and/or regulations, including but not limited to California Labor Code Section 1720 et seq., and those requirements and regulations that are deemed included in the proposal documents. State prevailing wage requirements are published by the California Department of Industrial Relations ([www.dir.ca.gov](http://www.dir.ca.gov)).

- Labor Compliance

The Design-Builder, and the subcontractors, of every tier, shall be registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Sections 1725.5 and 1771.1, for the duration of time that the contractor is performing work under the construction documents. Neither the contractor nor any subcontractor shall be qualified to submit a bid or proposal or be listed in a bid or proposal subject to the requirements of Section 4104 of the California Public Contract Code or engage in the performance of work under the contract documents unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The contractor shall not enter into any subcontract without proof of the potential subcontractor's registration. If an unregistered contractor submits a proposal, the City will deem such a proposal as non-responsive. If any unregistered contractor or subcontractor performs work on this Project at any time, the City has the right to terminate the contract for cause.

- Skilled and Trained Workforce

The Design-Builder shall provide with its submittal an enforceable commitment to the City that the Design-Builder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9, commencing with Section 2600, of Part 1 of the California Public Contract Code.

- Equal Employment Opportunity

The Design-Builder shall comply with all applicable federal, state and local laws, rules and regulations regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or any other lawful reason.

- CEQA Compliance

The Design-Builder shall ensure that the Project design complies with the California Environmental Quality Act (CEQA). Based on the existing environmental documentation, assuming consistency with the City's General Plan and zoning provisions and leveraging prior Environmental Impact Report (EIR) work completed for the existing facilities, it is anticipated that a CEQA Exemption Memo will serve as the most appropriate path for compliance.

## RESPONSIBILITIES AND STANDARD OF CARE

The standard of care for all professional services performed to execute the work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

The Design-Builder shall also perform the design and construction so that the work meets or exceeds the performance requirements set forth in the Owner's Project Criteria, the Initial Project Scope and/or the Basis of Design Documents.

The Design Builder shall perform all activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents and in accordance with applicable legal requirements and governmental approvals. The Design-Builder accepts full responsibility for:

- Design quality, coordination, and code compliance;
- Professional engineering and architectural standards;
- Constructability, cost control, and schedule integration;
- Temporary facilities siting and functionality;
- Operational continuity for public safety operations during construction;
- Preparation of complete and coordinated Construction Documents; and
- GMP development using transparent, open-book methodologies.

## PHASE 1: PRE-CONSTRUCTION / DESIGN DEVELOPMENT

Preconstruction and progressive design services will include collaborative design development, scheduling, cost estimating and risk analysis to support the City's goals, and the selected Design-Builder shall not begin services until the City issues a formal Notice to Proceed (NTP) for Phase 1: Preconstruction.

The Phase 1 Services shall commence within five (5) days of Design- Builder's receipt of Owner's Notice to Proceed (NTP), unless the parties mutually agree otherwise in writing, and shall include the following tasks identified and per the Contract Documents.

<u>Task 1: Project Initiation: Program Validation and Alignment</u>			
1A	Kickoff Meeting	Design-Builder, City staff and Owner's Representative shall meet to confirm Project team members and overall goals, review program documents, and clarify temporary provisions.	Within 7 days of NTP
1B	Alignment Workshops	Process intended to validate alignment of Owner's Project Criteria with initial scope, cost model(s), schedule assumptions, budget, phasing and baseline program in order to ensure early consensus.	Within 30 days of NTP
1C	Deliverables	<ul style="list-style-type: none"> <li>• Review and validate program materials completed during the Strategic Planning Phase.</li> <li>• Evaluate operational requirements for Rbfd.</li> <li>• Establish baseline assumptions for scope, schedule, budget and risk.</li> <li>• Provide documentation of alignment decisions.</li> </ul>	Within 30 days of NTP
<u>Task 2: Project Management: Reporting, Meetings and Plans</u>			
2A	Action Item Log	<p>Design-Builder shall maintain a dedicated log to track key actions (to be) completed by the team to progress the Project, and such log(s) shall have:</p> <ul style="list-style-type: none"> <li>- Date(s) that the actions are recorded;</li> <li>- Party/person responsible to complete action(s);</li> <li>- Project component related to the action; and</li> <li>- Action due date(s) and other pertinent notes.</li> </ul>	Ongoing, as actions and decisions are made.
2B	Decision Log	<p>Design-Builder shall maintain a dedicated log to track key Project decisions that shall include:</p> <ul style="list-style-type: none"> <li>- Date(s) the decision was recorded;</li> <li>- Project component related to the decision; and</li> <li>- Pertinent notes or docs that contain record of the decision (e.g., meeting, email, etc.).</li> </ul>	Ongoing, as actions and decisions are made.
2C	Design Log	Design-Builder shall maintain and provide to the Owner for review a Design Log, including a full listing of Reliable Design Decisions and all changes to the Basis of Documents, for the sole purpose of tracking the development of design decisions.	Weekly, and after every design review.
2D	Trend Log	Design-Builder shall maintain a log of issues that have been identified by the Design-Builder or Owner during the design process that may cause change to the Owner's program, the Basis of Design Documents and/or any commercial term.	At request of Design-Builder or Owner.

2E	Risk Register	<p>Design-Builder shall provide risk management, identifying Project risks for both Phase 1 and Phase 2 and documenting such risks in the Project Risk Register, and update it regularly as new risks are identified, with the following information included:</p> <ul style="list-style-type: none"> <li>- Risk identification and description;</li> <li>- Project component(s) related to the risk;</li> <li>- Estimated likelihood risk will occur;</li> <li>- Potential impact (e.g., cost, schedule, material, design, etc.) should risk occur; and</li> <li>- Risk management/mitigation strategy.</li> </ul>	Updated/ revised as necessary/ regularly.
2F	Quality Assurance/ Quality Control	<p>Design-Builder shall develop a Quality Assurance/ Quality Control (QA/QC) Plan for implementation, and be reviewed and approved by the Owner, and shall include or reference all of the following:</p> <ul style="list-style-type: none"> <li>- Purpose and objective;</li> <li>- QA/QC team, roles and responsibilities;</li> <li>- Technical memorandum of QC process;</li> <li>- Design submittal QC process; and</li> <li>- Proposed QA/QC documentation and forms.</li> </ul>	Utilized for ongoing execution of scope of work.
2G	Information Mgmt. Plan	<p>Design-Builder and Owner shall agree upon the software and the format for the transmission of Electronic Data (i.e., document storage, format, transmittal protocols, etc.). Each party shall be responsible for securing the legal rights thereto.</p>	Mutually agreed upon format(s).
2H	Progress Reporting Protocol	<p>Design-Builder shall submit a monthly progress report with each monthly invoice, which shall include:</p> <ul style="list-style-type: none"> <li>- Written narrative summarizing work performed over the past (30-day) progress period and work planned in the next (30-day) progress period;</li> <li>- Monthly progress schedule accounting for the status of activities in Project Baseline Schedule;</li> <li>- Any recommended modifications to the Project Baseline Schedule;</li> <li>- Estimated spending for the next three months;</li> <li>- Updated design, decision and trend logs;</li> <li>- Updated Risk Register; and</li> <li>- Monthly invoice (reference Article 6 - Payment of General Conditions as to required format and monthly periodic deliverables) and supporting documentation including budget status update.</li> </ul>	Monthly, and attached to each Application for Payment.
2I	Meetings / Workshops  Agendas & Look-Ahead Schedule(s)	<p>Design-Builder shall facilitate and serve as the primary lead for meetings, calls and/or workshops as required to move the Project forward, and for each meeting, Design-Builder shall develop an agenda prior to, submit meeting minutes to the Owner within three (3) business days after, and include a list of action items resulting from the meeting.</p> <p>Bi-weekly progress meetings shall inform the Owner of performance, budget status, scope changes, and to resolve issues relating the Project budget, work quality and performance. These shall include a Look-Ahead Schedule to help identify any roadblocks, constraints, and resource needs based on the last and future progress meetings.</p> <p>Prior to the submission of key design deliverables, Design-Builder shall facilitate design workshops to inform the Owner of design development and to solicit Owner's input on design decisions. Following the submission and timely review of design deliverables, Design-Builder shall facilitate review meetings to discuss Owner's review comments.</p>	Biweekly progress meetings  Design workshops and review meetings for each design milestone.

<u>Task 3: Site Investigation and Due Diligence</u>			
3A	Inspection of Site Conditions	Design-Builder shall obtain and review with the City all available site conditions, geotechnical, environmental and building data, and civil and topographic surveys along with any other due diligence items requiring further investigation.	Within 60 days of NTP
3B	Site and Design Alignment	Findings should directly inform the initial design and subsequent design phases, ensuring alignment of design strategies with actual site conditions.	Within 60 days of NTP
3C	Deliverables	<ul style="list-style-type: none"> <li>Review all existing reports, surveys, and studies provided by the City.</li> <li>Identify gaps requiring any supplemental field testing, inspections or investigations.</li> <li>Due diligence necessary for Design Development, including geotechnical, utilities, hazmat, structural assessment, surveys, etc.</li> <li>Incorporate findings into CD, SD, DD and GMP deliverables as referenced herein.</li> </ul>	Within 60 days of NTP, unless additional follow-up necessary for Phase 1.
<u>Task 4: Temporary Facilities Planning</u>			
4A	Objective	Temporary FD facilities will be hosted/located in modular buildings furnished under City lease and/or purchase, while the Design-Builder will be responsible for the site preparation work, including design and construction within the GMP.	Ready for occupation at start of Phase 2
4B	Deliverables	<ul style="list-style-type: none"> <li>Prepare temporary facility site design inclusive of grading, utilities, circulation, access control, emergency vehicle pathways, and security measures for personnel and equipment.</li> <li>Integrate the modular building footprint(s), loads, and utility demands into civil, structural, mechanical, electrical, and plumbing (MEP) design for efficient, code-compliant operations.</li> <li>Prepare construction documents for all temporary facility site work after having ascertained the character and accessibility of the sites and the surface conditions thereof.</li> <li>Include temporary facility site construction within the proposed contract price/GMP development.</li> </ul>	Completion prior to Phase 2, with the possibility of a separate GMP negotiation and agreement for the temporary facilities site work if fast tracked.
<u>Task 5: Conceptual Design (CD) Milestone</u>			
5A	Objective	Design-Builder shall prepare a concept design package that establishes the Project vision for the FD facilities, develop multiple design options for and associated campus configuration, explore site organization, and provide direction for advancing the Project forward.	CD Milestone

5B	Deliverables	<ul style="list-style-type: none"> <li>• Conceptual site plans for the facilities.</li> <li>• Conceptual floor plans and adjacencies.</li> <li>• Operational flow diagrams.</li> <li>• High-level phasing strategy for service continuity.</li> <li>• Design narrative describing intent, systems approach, and architectural character.</li> <li>• Order-of-magnitude cost model.</li> <li>• Preliminary integrated schedule.</li> <li>• CD presentation to City staff for final review, direction and approval prior to the SD phase.</li> </ul>	Within sixty (60) days of NTP
<u>Task 6: Schematic Design (SD) Milestone</u>			
6A	Objective	Design-Builder shall further refine the Project's scope, scale and character in line with preliminary budget and schedule targets. The PDB team shall introduce preliminary building systems and begin integrating site utilities and landscape strategies.	SD Milestone
6B	Deliverables	<ul style="list-style-type: none"> <li>• Schematic Design site plan, floor plans, building massing and system concepts.</li> <li>• Outlined specifications that identify the Project's major components and building materials.</li> <li>• Updated cost model consistent with budget.</li> <li>• Updated schedule with identified critical path method (CPM).</li> <li>• Draft phasing and logistics plans.</li> <li>• Identification of early works packages (EWPs) including demolition/abatement, utility relocations, early grading, temporary facilities site prep, and long-lead procurement.</li> <li>• SD presentation to City staff for final approval(s).</li> </ul>	Within one hundred twenty (120) days of NTP.
<u>Task 7: Design Development (DD) Milestones</u>			
7A	Objective	Design-Builder shall advance the Project to a level suitable for GMP preparation and a Phase 2 Price Proposal based on checkpoints at 50% and at 100% DD for the City to review cost, schedule, and scope alignment and confirm strategies for next steps.	50% and 100% DD milestones
7B	50% DD Deliverables	<ul style="list-style-type: none"> <li>• Coordinated architectural, structural, mechanical, electrical, plumbing, and fire protection layouts.</li> <li>• System diagrams and narratives.</li> <li>• Updated DD-level cost estimate(s).</li> <li>• Updated logistics and operational phasing plan.</li> <li>• Refined EWP list.</li> <li>• Updated risk matrix.</li> </ul>	Within forty-five (45) days of SD completion date.

7C	100% DD Deliverables	<ul style="list-style-type: none"> <li>• Fully coordinated 100% DD package suitable for GMP pricing.</li> <li>• Updated cost estimate(s) and reconciliation.</li> <li>• Updated integrated schedule.</li> <li>• Refined operational continuity plan.</li> <li>• DD presentation to City staff for final approval(s).</li> </ul>	Within forty-five (45) days of 50% DD completion date.
<u>Task 8: Cost Modeling/Estimate Reconciliation &amp; Schedule/Phasing Development</u>			
8A	Objective	At each milestone (CD, SD, 50% DD and 100% DD), Design-Builder shall facilitate, at a minimum, bi-weekly progress meetings, monthly progress reports, and updates to the various logs, plans, and/or registers as changes are made/as needed.	Milestone Tracking
8B	Deliverables	<ul style="list-style-type: none"> <li>• Identified, transparent cost estimates and risks, and value opportunities.</li> <li>• Updated design risk register, along with constructability review(s).</li> <li>• Preliminary GMP with system-level breakdowns.</li> <li>• Updated Project schedule, site logistics and phasing plan(s) for operational continuity.</li> <li>• Recommendations for EWP's and procurement strategies for long-lead items.</li> </ul>	Ongoing and as necessary.
<u>Task 9: Guaranteed Maximum Price (GMP) Development</u>			
9A	Objective	<p>Following 100% DD approval, the Design-Builder will prepare and submit the GMP package for City review using an open-book approach and competitive trade bidding to ensure transparency.</p> <p>If the City and Design-Builder cannot reach agreement on the GMP, schedule, Phase 2 Amendment terms and/or completion date, the City reserves the right to terminate for convenience and procure construction separately.</p>	GMP Package
9B	Key Components	<ul style="list-style-type: none"> <li>• GMP-level drawings and outline specifications.</li> <li>• Detailed schedule of values (SOV) including: <ul style="list-style-type: none"> <li>a. Subdivision of work into parts based on the Work Breakdown Structure (WBS);</li> <li>b. Values for all items comprising the work; and</li> <li>c. Basis for monthly progress applications for payment as part of the open book basis.</li> </ul> </li> <li>• Breakdown by trade and system.</li> <li>• List of clarifications, assumptions and exclusions used in the development of the GMP.</li> <li>• Subcontractor bid results and procurement narratives.</li> <li>• Updated, integrated schedule and phasing plan.</li> <li>• Bonds, insurance certificates, and other required documentation and/or supplementary forms.</li> </ul>	To be submitted as part of the Phase 2 Price Proposal, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a GMP.

## PHASE 2: CONSTRUCTION AND CLOSE-OUT SERVICES

Design-Builder's Phase 2 services shall consist of design support during construction; the procurement of all materials and equipment; the performance of construction services; the start-up, testing, and commissioning; and the provision of warranty services, all as to be further described and agreed to in the Contract Price or Phase 2 Amendment.

Design-Builder shall provide, through itself or subcontractors, the necessary supervision, labor, inspection, commissioning, start-up, testing, equipment and materials, construction equipment, supplies, temporary utilities, other temporary facilities, and other related services to enable the PDB team to achieve Substantial Completion and Final Completion of the Project consistent with the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

- Conditions for Issuance of Phase 2 Notice to Proceed (NTP)
  - Agreement upon a final GMP, Project schedule, and completion date.
  - Completion of plan checks for Phase 2 and verification of conformance to the Agreement.
  - Verification of required payment bond and insurance.
  - Confirmation that the Project cost is within the approved budget.

### Construction Bid Packages

As construction bid packages are to be developed and released progressively, aligned with the phased design completion and cost validation milestones, the Design-Builder, in coordination with the City, may develop a preliminary bid package plan and procurement strategy that leverages early procurement opportunities and logical bid package breakdowns.

Bid packaging components shall be identified by the Design-Builder during the Pre-Construction services phase. Examples of possible bid packages include work for underground utilities, site preparation and improvements, building construction and landscaping.

Upon the City's acceptance of the Design-Builder's recommended separate bid packages, the Design-Builder shall include the bid packages in the GMP proposal to the City and indicate separate construction costs, schedule and other conditions for each bid package to be initiated, completed and accepted in accordance with the Contract Documents.

### Subcontractor Procurement Methodology

The Design-Builder shall set forth, using the Designation of Subcontractor's List (Appendix C), required under California Public Contract Code Section 4100 et seq. ("Subletting and Subcontracting Fair Practices Act", Chapter 4 (commencing with Section 4100) of Part 1 of Division 2), the name, location of the place of business, contractor's license number, and public works contractor registration number of each subcontractor that will perform work or labor or render service to the prime contractor in or about the construction of the project as identified in the Design-Builder's SOQ or Proposal.

In accordance with the Public Contract Code as referenced, the Design-Builder shall procure all trade contractors (subcontractors) not otherwise listed in the SOQ or proposal through a publicly advertised and competitive bidding process that provides for public notice of the availability of work to be subcontracted and a fixed date and time as to which the subcontracted work will be awarded.

Per the contract terms, and in compliance with the associated California statute, the Proposer must provide an enforceable commitment to the City that it, as the Design-Builder, and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1. Note: The City will not reimburse the Design-Builder or trade contractors (subcontractors) for the reproduction costs of bid or construction documents.

Design-Builder Responsibilities for Construction Documents

- Design decisions to be based on construction materials, methods, systems and costs to provide the best value within the sought price and schedule.
- Documents shall identify design codes, standards and requirements used for the development of the plans, including the edition and applicable sections.
- Update building information modeling (BIM) to include specific construction elements, connections and interfaces, and fabrication/assembly details.
- Technical documents incorporating all input/comments and agreed upon value-engineering items shall be advanced to Issued-for-Construction (IFC) level.
- Documents shall include a quality control program and an implementation plan to ensure the Project progresses and complies with the approved design.
- Registered design professional-of-record (DPOR) shall provide construction administration services and specify all tests and inspections that are mandated by the building code and necessary to achieve regulatory compliance.
- DPOR services shall also include shop drawing review, response to requests for information, and periodic site visits to observe/verify quality of work.
- Manage design package, track all approvals through final signoff, and facilitate regulatory approval, permit acquisition and code compliance.
- Final, approved-for-construction set of documents shall be signed and stamped by the California-licensed professionals who prepared them and such licensed (sub-)contractors shall certify the documents' compliance with codes, standards, practices and regulations.

<u>Task 10: Construction Documents (CD) Milestone</u>			
10A	Objective	Design-Builder shall develop, prepare and submit complete Construction Documents, taking into account performance specifications and quality of materials and equipment identified in the DD phase, to ensure achievement of established City goals within the agreed upon contract price/GMP.	CD Milestones at 30%, 60%, 90% and 100%
10B	Deliverables	<ul style="list-style-type: none"> <li>• Drawings and specifications for all disciplines.</li> <li>• Updated cost model.</li> <li>• Updated schedule and critical path analysis.</li> <li>• Constructability refinements.</li> <li>• Updated EWP scope and sequencing.</li> </ul>	100% CDs must be permit-ready and stamped by California licensed contractors.

<u>Task 11: Cost Estimating</u>			
11A	Objective	Design-Builder shall develop a cost model for the Project for review and approval by Owner as to the format for presenting cost estimates that will be used consistently throughout the Project and so the Owner can track the evolution of estimated costs through successive cost submittals.	Cost model review and approval
11B	Components	<p>Costs shall be broken down to show/display:</p> <ul style="list-style-type: none"> <li>- Labor classification and hours (including any overtime and/or night shift as needed);</li> <li>- Equipment and materials;</li> <li>- Any subcontract costs for each item;</li> <li>- All contingency and escalation factors; and</li> <li>- Assessment of risks and risk costs.</li> </ul> <p>Cost model shall include such cost details and a section for summary costs of major cost categories, markups and contingencies.</p>	Initial/first cost estimate to be updated at any point thereafter based on design changes.
<u>Task 12: Schedule Development</u>			
12A	Objective	Design-Builder shall develop and submit a Project Baseline Schedule that includes contractual dates for key milestones including Substantial Completion and Final Completion.	Project Baseline Schedule
12B	Components	<ul style="list-style-type: none"> <li>- Schedule shall use critical path method (CPM);</li> <li>- Durations shall not exceed thirty (30) days, except for fabrication and delivery of equipment and materials, design activities, or items approved in writing by Owner;</li> <li>- Schedule shall include activities that require Owner's observation or acceptance;</li> <li>- Planned shutdowns/outages shall not exceed eight (8) hours and require Owner approval, and designs shall include provisions for such;</li> <li>- Tasks for Owner review shall be based on a three (3) week duration aligned with CPM; and</li> <li>- Schedule shall be in Microsoft Project, submitted as electronic files (native and Adobe PDF format) and hard copy, unless otherwise agreed to by all parties.</li> </ul>	Updated at min. on a monthly basis, and as needed to reflect significant Project changes, concurrent with design changes.
<u>Task 13: Schedule of Values</u>			
13A	Objective	The Phase 2 activities in the Project Baseline Schedule are required to match the Schedule of Values (SOV) that will be used for Phase 2 progress payments (defined in the Agreement).	Congruent with Baseline Schedule

13B	Elements	<p>SOV shall be an early-stage Phase 2 Deliverable and included in the Phase 2 Amendment for:</p> <ul style="list-style-type: none"> <li>- Permitting;</li> <li>- Construction Design Documents;</li> <li>- Engineering services during construction;</li> <li>- Construction and permit compliance; and</li> <li>- Testing, startup, and commissioning.</li> </ul>	Review by Owner within a three (3) week duration.
-----	----------	---	---

**Task 14: Construction Phase Management**

14A - Site Safety and Cal/OSHA Compliance	Develop and implement a site-specific safety plan compliant with Cal/OSHA. Maintain secure access controls separating construction zones from operational City facilities.
14B - Utility Coordination	Manage tie-ins, relocations, and shutdowns to existing utilities to avoid disruption to active facilities.
14C - Document Management	Maintain construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a project management platform as agreed upon by the parties.
14D - QA/QC Procedures & Required Inspections	Implement a quality assurance/quality control (QA/QC) program to verify conformance with design intent and specifications, including regular inspections, testing oversight, and deficiency tracking through Punch Lists.
14E - Document Management	Maintain and manage construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a cloud-based project management platform as agreed upon by Owner and Design-Builder.
14F - Change Management	Administer a transparent process for evaluating pricing, approving changes, and maintaining real-time logs and impact analyses for City review.
14G - Phasing and Operational Continuity, Including Coordination with City's Inspector	Implement approved construction sequencing plan and coordinate any temporary facilities, apparatus access routes, and on-site circulation to maintain uninterrupted emergency response operations. Proactively manage transitions between temporary and permanent facilities to ensure safety, accessibility, and minimal disruption to City personnel and surrounding neighborhoods.
14H - Trade Coordination	Oversee subcontractor performance, manage work sequencing, resolve trade conflicts, and enforce adherence to safety, schedule and quality requirements.
14I - Environmental and Regulatory Compliance	Ensure construction activities comply with environmental regulations, stormwater pollution prevention measures, hazardous materials handling, sustainability targets, and all applicable local and state codes.

14J - Testing and Inspection	Coordinate with the City all special testing and inspection of the Project's construction and as necessitated by law.
14K - Site Progress Reporting	Provide weekly site progress reports, photos, safety logs, and participate in regular OAC (Owner-Architect-Contractor) meetings; assist the City in reporting Project progress to oversight entities at regular intervals and as necessary.
<u>Task 15: Commissioning, Turnover and Training</u>	
15A - Implement Commissioning Plan for Buildings	Systematic, quality-focused process through operation, involving design review, installation verification, extensive functional testing, documentation and staff training.
15B - Deliver O&M Manuals	Delivery of record documents including operations and maintenance (O&M) manuals, warranty services, and as-built drawings for performing system start-up, testing and balancing.
15C - Conduct Systems Training	Educate O&M staff on how to properly run, monitor and maintain the building's components and system sequences.
15D - Provide As-Built Drawings	Updated plans with facilities' final, actual construction, reflecting all changes from original designs, including digital models.
15E - Prepare Warranty Log	Create a systematic process for recording, monitoring and managing all product or asset warranties through their lifecycle.
<u>Task 16: Commissioning, Turnover and Training</u>	
16A - Punch List Mgmt./Resolution	Identify, track and correct all incomplete, incorrect or defective work items on the Punch List.
16B - Final As-Built Documentation	Submit final set of drawings capturing all changes made during construction and depicting the Project in its completed state.
16C - Final Cost Reconciliation	Upon achieving Final Completion, provide Owner with a Final Application for Payment as required by the Contract Documents.
16D - Occupancy Support	Occupancy and Operations or Post-Occupancy phase as the final stage of the commissioning process.
16E - Closeout Report	Final documentation package confirming all building systems function as designed and verifying all contract requirements met.

**EXHIBIT A  
OWNER'S PROJECT CRITERIA**

**CITY OF REDONDO BEACH BOND MEASURE (FP) PROJECT  
TO REBUILD THE POLICE DEPARTMENT HEADQUARTERS  
AND RENOVATE THE POLICE ANNEX FACILITY**

VISION, GOALS AND OBJECTIVES

The City's Measure FP Project is a voter-approved \$93,350,000 general obligation bond measure to fund the reconstruction of Fire Stations No. 1 and 2 and the modernization of Police facilities, including the Headquarters and Annex buildings, in an expedient manner within the established budget in order to enhance public safety operations.

**This RFQ/P is focused solely on the transformation of Police Department facilities, including the Headquarters and Annex buildings,** for the Measure FP Project and the following defines the fundamental programmatic, performance and quality requirements that will guide design and construction under the PDB approach, which may be modified during Phase One (1) (Preconstruction/Design Development), subject to Owner approval, and defines the standards against which the Guaranteed Maximum Price (GMP) proposal will be evaluated before proceeding to Phase Two (2) (Final Design and Construction).

Vision Statement

The City envisions a unified, modern, cohesive and operationally efficient PD campus, through the selective renovation, expansion and/or replacement of existing PD facilities, which supports effective law enforcement practices, promotes excellence in policing, and enhances community/public safety.

Key Goals and Objectives

- Phased Redevelopment with Operational Continuity

As the City's Police Department (RBPD) must remain fully operational throughout the duration of the Project, the Design-Builder will be responsible for developing a detailed phasing and transition plan that ensures the uninterrupted provision and deployment of public safety services. This includes coordination of temporary workspaces, secure access routes and vehicle parking, and utility connections, which will be critical to maintaining operations and minimizing potential disruptions to PD personnel and the public.

- Program-Driven Facility Replacement

The redevelopment effort will be guided by the City's established programmatic needs and operational priorities, including the goal of consolidating key PD units and divisions under one roof or within a cohesive campus. The design should promote efficient circulation, functional adjacencies between units, secure access points, and adaptable spaces that support modern policing practices and take into account ever evolving, future technology needs.

- Cost Effectiveness and Long-Term Value

In collaboration with the PDB team, the City aims to emphasize cost-conscious design and construction solutions; leverage open-book cost estimating, value engineering and life-cycle cost analysis; and invest in durable, low-maintenance materials and systems that extend the useful life of City assets.

- Integrated and Collaborative Delivery

The PDB process will require close collaboration between the City, and more specifically the Police Department, and the Design-Builder to refine design documents, validate costs, and establish a GMP aligned with the approved budget and scope. As such, the Design-Builder must demonstrate an ability to coordinate design progression with financial, permitting and construction readiness in order to minimize downtime and accelerate delivery.

- Operational Efficiency and Site Functionality

The Project must balance functionality, safety and aesthetics while enhancing both operational performance and civic presence. The Design-Builder should evaluate existing facilities, site circulation and secure zones in order to propose layouts that improve workflow, enhance staff and public access, and integrate critical law enforcement functions.

- Collaborative and Transparent Team Culture

The City seeks a Design-Builder with proven experience delivering public safety facilities utilizing alternative or innovative delivery models, particularly those involving phased operations and temporary facilities, in order to yield a strong, transparent and collaborative working relationship centered around communication, problem solving and trust.

## LOCATION

The Project is a multi-phase initiative to reimagine, upgrade and unify the existing PD Headquarters and Annex facilities into a modern, high-performing and operationally resilient campus that meets current and future law enforcement and public safety needs.

- Police Headquarters (PD HQ): 401 Diamond Street: 19,152 SF
- Police Annex Building (PD AB): 200 N Pacific Coast Hwy: 11,226 SF

## PROGRAM / SCOPE

Several options could be pursued and further explored to reach the highest and best use possible for PD operations based on the footprint or square feet of the existing facilities combined with any new construction, all within the budget cap/allocation.

This might encompass targeted structural upgrades for specific support functions; expansion of existing facilities based on essential versus adaptive reuse for non-essential operations; a hybrid approach of selective demolition/rebuild and renovation; and/or a phased implementation of a new PD building footprint over time.

The following are intended as general use and occupancy objectives for a combined PD HQ campus or facility, and given the City's public and institutional zone regulations allow for building height up to forty-five (45) feet or three (3) stories, a new PD HQ could feasibly be located adjacent to the existing footprint with a redesigned presence next to City Hall.

- Administration
  - Office of the Chief / Command Staff Office
  - Administrative Support Areas / Conference Rooms

- Support Services
  - Personnel & Training Unit
  - Records Unit
  - Communications / Dispatch Center
  - Real-Time Information Center (R.T.I.C.) / War Room
  - Task Force Unit
  - Technical (Dedicated IT) Support Space
  - Property & Evidence / Crime Lab
  - Court Liaison Unit
  
- Patrol Bureau
  - Patrol Division
  - Jail Unit
  
- Special Operations Bureau
  - Investigations Division
  - Special Operations Division
  - Traffic Unit
  - Community Services Unit
  - Parking / Animal Control & Code Enforcement
  
- Common Areas / Support Spaces
  - Public Lobby
  - Staff Support Spaces
  - Locker Area
  
- Amenities
  - Multipurpose / Training Rooms
  - Fitness / Wellness Center
  
- Overflow / Long-Term Storage

Note: Long-term property and evidence is currently housed offsite, and the goal would for this to be relocated to the consolidated PD campus as envisioned.

## DESIGN CHARACTER

The redevelopment of the PD facilities should strive to maintain compatibility and continuity with the existing Civic Center site and adjacent neighborhoods.

- Core Improvements

Modernization and/or replacement of existing PD buildings should address the City's identified programmatic needs, and improvements shall include upgrades to spaces and areas housing key law enforcement functions, and the design thereof should optimize circulation, adjacencies and workflow.

- Temporary Operations Support

While the City will directly procure any necessary temporary modular facilities, the PDB team will be responsible for designing and implementing any associated site improvements, grading and utility connections required to ensure the temporary facilities are fully functional and aligned with the approved construction schedule.

- Site Enhancements

Upgraded utilities, secure staff and public parking areas, pedestrian and vehicle circulation, fencing, lighting, and landscaping designed to enhance the overall PD campus functionality. Site improvements should take into account necessary, separate access points or zones based on critical law enforcement operations.

- Sustainability and Resiliency

Incorporation of durable, energy-efficient systems, inclusive of backup power generation, and design strategies that reduce long-term maintenance costs and improve building performance under emergency and post-disaster conditions.

- Future Scalability

Design flexibility to accommodate future technology integration, evolving staff needs, and the potential expansion or reconfiguration of facilities without significant operational disruption.

## PERFORMANCE STANDARDS / TECHNICAL SPECIFICATIONS

- Structural and seismic compliance for essential services buildings with 75-year design life, and meets or exceeds standards for critical law enforcement operations as promulgated by the International Association of Chiefs of Police (IACP).
- Functional and operational systems, including mechanical, electrical, and plumbing (MEP), designed for high reliability and with redundancy.
- Environmental and energy efficiency standards in compliance with California Title 24 requirements.
- Sustainability, durability and resiliency factors and construction materials that utilize a low maintenance, life-cycle replacement planning/cost orientation.

## FUNDING / BUDGET

The total approved Measure FP bond funding authorization is \$93,350,000 with roughly \$45,350,000 set aside for advancing the PD facilities modernization Project. The estimated direct construction cost, for purposes of fee proposal calculation, is \$32,000,000, inclusive of new facilities and temporary site improvements.

Key cost components include but are not limited to construction; geotechnical (e.g., soils reports); deputy testing/inspections; architectural and engineering services; furniture, fixtures and equipment; temporary facilities and relocation expenses; electronic systems and special equipment; utility connection services and fees; and program and construction management firm overhead, fees and reimbursables.

The City’s previously approved contingency is roughly ten percent (10%), and all escalation allowances shall be tracked separately. The City will withhold five percent (5%) retention from all Phase 2 or early work package payments for work performed. The Design-Builder shall develop and maintain an open-book cost model, updated at each design milestone with life-cycle cost analysis completed throughout, and GMP validation must demonstrate budget alignment before Phase 2 authorization.

SCHEDULE / TIMELINE OVERVIEW

The work to be performed under the established contract will be informed by the following, anticipated milestones with the understanding that time is of the essence to this Project.

- Phase 1: Pre-Construction / Design Development

Utilizing the City’s established programmatic space needs and functional requirements to advance design, validate scope and confirm existing site and utility conditions, the PDB team will develop a GMP during the design development stage. This phase will encompass cost modeling, constructability reviews and schedule development.

Moreover, the Design-Builder will also prepare a detailed, phased and operational continuity plan that ensures uninterrupted emergency-response operations during construction and coordination of temporary site improvements and utility connections to support modular facilities and associated equipment to be procured directly by the City.

- Phase 2: Construction

Upon mutual agreement of the GMP, proposed schedule and execution of the Phase 2 Amendment, the Project will transition into construction. This phase may include selective renovation, expansion and/or replacement of existing facilities along with necessary site improvements and infrastructure upgrades.

The new, expanded and/or modernized facilities shall be delivered as code-compliant, seismically resilient, energy-efficient, technologically adaptable and future-ready assets that enhance operational readiness and serve the City well into the future.

- Anticipated Timeline

<i>Target Completion Schedule</i>	<i>Est. Duration</i>	<i>Est. Completion</i>
Notice to Proceed to Phase One (1)	Start / NTP	Spring 2026
Phase 1 - Design & Concept Review	4 Months	Summer 2026
Phase 1 - GMP Development/Negotiation	3-4 Months	End of 2026
Notice to Proceed to Phase Two (2)	Month 9	Start of 2027
Phase 2 - Construction Docs/Early Work	5 Months	Summer 2027
Phase 2 - Substantial Completion	24 Months	Summer/Fall 2029

**EXHIBIT B  
SCOPE OF SERVICES**

**CITY OF REDONDO BEACH BOND MEASURE (FP) PROJECT  
TO REBUILD THE POLICE DEPARTMENT HEADQUARTERS  
AND RENOVATE THE POLICE ANNEX FACILITY**

The scope of work to be performed by the Design-Builder during both Phase 1 and Phase 2 are specified herein and with reference to the attached Contract Documents, which include the Progressive Design-Build Agreement, General Conditions of Contract, and various associated exhibits, appendices and amendments, where applicable.

California Senate Bill No. 706: Public Contracts: Progressive Design-Build: Local Agencies (2023-2024), an act to add and repeal Chapter 4.7 (commencing with Section 22185) of Part 3 of Division 2 of the Public Contract Code, relating to public contracts, also governs the progressive design-build (PDB) procurement process for public agency capital projects.

**GENERAL CONTRACT TERMS / CONDITIONS**

- No Guarantee for Award

There is no guarantee that the City will award a contract for any portion of this Project, including for the Phase 1 or Phase 2, and the Design-Builder will not be entitled to recover any costs, anticipated profit or monetary award(s) for proposal preparation in the event the City decides not to award a contract or if the City does not award a contract to a particular Proposer.

- Wage Rates / Requirements

The Design-Builder is required to comply with all applicable prevailing wage requirements and/or regulations, including but not limited to California Labor Code Section 1720 et seq., and those requirements and regulations that are deemed included in the proposal documents. State prevailing wage requirements are published by the California Department of Industrial Relations ([www.dir.ca.gov](http://www.dir.ca.gov)).

- Labor Compliance

The Design-Builder, and the subcontractors, of every tier, shall be registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Sections 1725.5 and 1771.1, for the duration of time that the contractor is performing work under the construction documents. Neither the contractor nor any subcontractor shall be qualified to submit a bid or proposal or be listed in a bid or proposal subject to the requirements of Section 4104 of the California Public Contract Code or engage in the performance of work under the contract documents unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The contractor shall not enter into any subcontract without proof of the potential subcontractor's registration. If an unregistered contractor submits a proposal, the City will deem such a proposal as non-responsive. If any unregistered contractor or subcontractor performs work on this Project at any time, the City has the right to terminate the contract for cause.

- Skilled and Trained Workforce

The Design-Builder shall provide with its submittal an enforceable commitment to the City that the Design-Builder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9, commencing with Section 2600, of Part 1 of the California Public Contract Code.

- Equal Employment Opportunity

The Design-Builder shall comply with all applicable federal, state and local laws, rules and regulations regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or any other lawful reason.

- CEQA Compliance

The Design-Builder shall ensure that the Project design complies with the California Environmental Quality Act (CEQA). Based on the existing environmental documentation, assuming consistency with the City's General Plan and zoning provisions and leveraging prior Environmental Impact Report (EIR) work completed for the existing facilities, it is anticipated that a CEQA Exemption Memo will serve as the most appropriate path for compliance.

## RESPONSIBILITIES AND STANDARD OF CARE

The standard of care for all professional services performed to execute the work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

The Design-Builder shall also perform the design and construction so that the work meets or exceeds the performance requirements set forth in the Owner's Project Criteria, the Initial Project Scope and/or the Basis of Design Documents.

The Design Builder shall perform all activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents and in accordance with applicable legal requirements and governmental approvals. The Design-Builder accepts full responsibility for:

- Design quality, coordination, and code compliance;
- Professional engineering and architectural standards;
- Constructability, cost control, and schedule integration;
- Temporary facilities siting and functionality;
- Operational continuity for public safety operations during construction;
- Preparation of complete and coordinated Construction Documents; and
- GMP development using transparent, open-book methodologies.

## PHASE 1: PRE-CONSTRUCTION / DESIGN DEVELOPMENT

Preconstruction and progressive design services will include collaborative design development, scheduling, cost estimating and risk analysis to support the City's goals, and the selected Design-Builder shall not begin services until the City issues a formal Notice to Proceed (NTP) for Phase 1: Preconstruction.

The Phase 1 Services shall commence within five (5) days of Design- Builder's receipt of Owner's Notice to Proceed (NTP), unless the parties mutually agree otherwise in writing, and shall include the following tasks identified and per the Contract Documents.

<u>Task 1: Project Initiation: Program Validation and Alignment</u>			
1A	Kickoff Meeting	Design-Builder, City staff and Owner's Representative shall meet to confirm Project team members and overall goals, review program documents, and clarify temporary provisions.	Within 7 days of NTP
1B	Alignment Workshops	Process intended to validate alignment of Owner's Project Criteria with initial scope, cost model(s), schedule assumptions, budget, phasing and baseline program in order to ensure early consensus.	Within 30 days of NTP
1C	Deliverables	<ul style="list-style-type: none"> <li>• Review and validate program materials completed during the Strategic Planning Phase.</li> <li>• Evaluate operational requirements for RBPD.</li> <li>• Establish baseline assumptions for scope, schedule, budget and risk.</li> <li>• Provide documentation of alignment decisions.</li> </ul>	Within 30 days of NTP
<u>Task 2: Project Management: Reporting, Meetings and Plans</u>			
2A	Action Item Log	<p>Design-Builder shall maintain a dedicated log to track key actions (to be) completed by the team to progress the Project, and such log(s) shall have:</p> <ul style="list-style-type: none"> <li>- Date(s) that the actions are recorded;</li> <li>- Party/person responsible to complete action(s);</li> <li>- Project component related to the action; and</li> <li>- Action due date(s) and other pertinent notes.</li> </ul>	Ongoing, as actions and decisions are made.
2B	Decision Log	<p>Design-Builder shall maintain a dedicated log to track key Project decisions that shall include:</p> <ul style="list-style-type: none"> <li>- Date(s) the decision was recorded;</li> <li>- Project component related to the decision; and</li> <li>- Pertinent notes or docs that contain record of the decision (e.g., meeting, email, etc.).</li> </ul>	Ongoing, as actions and decisions are made.
2C	Design Log	Design-Builder shall maintain and provide to the Owner for review a Design Log, including a full listing of Reliable Design Decisions and all changes to the Basis of Documents, for the sole purpose of tracking the development of design decisions.	Weekly, and after every design review.
2D	Trend Log	Design-Builder shall maintain a log of issues that have been identified by the Design-Builder or Owner during the design process that may cause change to the Owner's program, the Basis of Design Documents and/or any commercial term.	At request of Design-Builder or Owner.

2E	Risk Register	<p>Design-Builder shall provide risk management, identifying Project risks for both Phase 1 and Phase 2 and documenting such risks in the Project Risk Register, and update it regularly as new risks are identified, with the following information included:</p> <ul style="list-style-type: none"> <li>- Risk identification and description;</li> <li>- Project component(s) related to the risk;</li> <li>- Estimated likelihood risk will occur;</li> <li>- Potential impact (e.g., cost, schedule, material, design, etc.) should risk occur; and</li> <li>- Risk management/mitigation strategy.</li> </ul>	Updated/ revised as necessary/ regularly.
2F	Quality Assurance/ Quality Control	<p>Design-Builder shall develop a Quality Assurance/ Quality Control (QA/QC) Plan for implementation, and be reviewed and approved by the Owner, and shall include or reference all of the following:</p> <ul style="list-style-type: none"> <li>- Purpose and objective;</li> <li>- QA/QC team, roles and responsibilities;</li> <li>- Technical memorandum of QC process;</li> <li>- Design submittal QC process; and</li> <li>- Proposed QA/QC documentation and forms.</li> </ul>	Utilized for ongoing execution of scope of work.
2G	Information Mgmt. Plan	<p>Design-Builder and Owner shall agree upon the software and the format for the transmission of Electronic Data (i.e., document storage, format, transmittal protocols, etc.). Each party shall be responsible for securing the legal rights thereto.</p>	Mutually agreed upon format(s).
2H	Progress Reporting Protocol	<p>Design-Builder shall submit a monthly progress report with each monthly invoice, which shall include:</p> <ul style="list-style-type: none"> <li>- Written narrative summarizing work performed over the past (30-day) progress period and work planned in the next (30-day) progress period;</li> <li>- Monthly progress schedule accounting for the status of activities in Project Baseline Schedule;</li> <li>- Any recommended modifications to the Project Baseline Schedule;</li> <li>- Estimated spending for the next three months;</li> <li>- Updated design, decision and trend logs;</li> <li>- Updated Risk Register; and</li> <li>- Monthly invoice (reference Article 6 - Payment of General Conditions as to required format and monthly periodic deliverables) and supporting documentation including budget status update.</li> </ul>	Monthly, and attached to each Application for Payment.
2I	Meetings / Workshops  Agendas & Look-Ahead Schedule(s)	<p>Design-Builder shall facilitate and serve as the primary lead for meetings, calls and/or workshops as required to move the Project forward, and for each meeting, Design-Builder shall develop an agenda prior to, submit meeting minutes to the Owner within three (3) business days after, and include a list of action items resulting from the meeting.</p> <p>Bi-weekly progress meetings shall inform the Owner of performance, budget status, scope changes, and to resolve issues relating the Project budget, work quality and performance. These shall include a Look-Ahead Schedule to help identify any roadblocks, constraints, and resource needs based on the last and future progress meetings.</p> <p>Prior to the submission of key design deliverables, Design-Builder shall facilitate design workshops to inform the Owner of design development and to solicit Owner's input on design decisions. Following the submission and timely review of design deliverables, Design-Builder shall facilitate review meetings to discuss Owner's review comments.</p>	Biweekly progress meetings  Design workshops and review meetings for each design milestone.

<u>Task 3: Site Investigation and Due Diligence</u>			
3A	Inspection of Site Conditions	Design-Builder shall obtain and review with the City all available site conditions, geotechnical, environmental and building data, and civil and topographic surveys along with any other due diligence items requiring further investigation.	Within 60 days of NTP
3B	Site and Design Alignment	Findings should directly inform the initial design and subsequent design phases, ensuring alignment of design strategies with actual site conditions.	Within 60 days of NTP
3C	Deliverables	<ul style="list-style-type: none"> <li>Review all existing reports, surveys, and studies provided by the City.</li> <li>Identify gaps requiring any supplemental field testing, inspections or investigations.</li> <li>Due diligence necessary for Design Development, including geotechnical, utilities, hazmat, structural assessment, surveys, etc.</li> <li>Incorporate findings into CD, SD, DD and GMP deliverables as referenced herein.</li> </ul>	Within 60 days of NTP, unless additional follow-up necessary for Phase 1.
<u>Task 4: Temporary Facilities Planning</u>			
4A	Objective	Temporary PD facilities will potentially be hosted/located in modular buildings, separately/independently procured by the City, and/or at the Annex facility, while the Design-Builder will be responsible for any necessary site preparation work, including design and construction within the GMP.	Ready for occupation at start of Phase 2
4B	Deliverables	<ul style="list-style-type: none"> <li>Prepare temporary facility site design inclusive of grading, utilities, circulation, access control, emergency vehicle pathways, and security measures for personnel and equipment.</li> <li>Integrate the modular building footprint(s), loads, and utility demands into civil, structural, mechanical, electrical, and plumbing (MEP) design for efficient, code-compliant operations.</li> <li>Prepare construction documents for all temporary facility site work after having ascertained the character and accessibility of the sites and the surface conditions thereof.</li> <li>Include temporary facility site construction within the proposed contract price/GMP development.</li> </ul>	Completion prior to Phase 2, with the possibility of a separate GMP negotiation and agreement for the temporary facilities site work if fast tracked.
<u>Task 5: Conceptual Design (CD) Milestone</u>			
5A	Objective	Design-Builder shall prepare a concept design package that establishes the Project vision for the PD facilities, develop multiple design options for and associated campus configuration, explore site organization, and provide direction for advancing the Project forward.	CD Milestone

5B	Deliverables	<ul style="list-style-type: none"> <li>• Conceptual site plans for the facilities.</li> <li>• Conceptual floor plans and adjacencies.</li> <li>• Operational flow diagrams.</li> <li>• High-level phasing strategy for service continuity.</li> <li>• Design narrative describing intent, systems approach, and architectural character.</li> <li>• Order-of-magnitude cost model.</li> <li>• Preliminary integrated schedule.</li> <li>• CD presentation to City staff for final review, direction and approval prior to the SD phase.</li> </ul>	Within sixty (60) days of NTP
<u>Task 6: Schematic Design (SD) Milestone</u>			
6A	Objective	Design-Builder shall further refine the Project's scope, scale and character in line with preliminary budget and schedule targets. The PDB team shall introduce preliminary building systems and begin integrating site utilities and landscape strategies.	SD Milestone
6B	Deliverables	<ul style="list-style-type: none"> <li>• Schematic Design site plan, floor plans, building massing and system concepts.</li> <li>• Outlined specifications that identify the Project's major components and building materials.</li> <li>• Updated cost model consistent with budget.</li> <li>• Updated schedule with identified critical path method (CPM).</li> <li>• Draft phasing and logistics plans.</li> <li>• Identification of early works packages (EWPs) including demolition/abatement, utility relocations, early grading, temporary facilities site prep, and long-lead procurement.</li> <li>• SD presentation to City staff for final approval(s).</li> </ul>	Within one hundred twenty (120) days of NTP.
<u>Task 7: Design Development (DD) Milestones</u>			
7A	Objective	Design-Builder shall advance the Project to a level suitable for GMP preparation and a Phase 2 Price Proposal based on checkpoints at 50% and at 100% DD for the City to review cost, schedule, and scope alignment and confirm strategies for next steps.	50% and 100% DD milestones
7B	50% DD Deliverables	<ul style="list-style-type: none"> <li>• Coordinated architectural, structural, mechanical, electrical, plumbing, and fire protection layouts.</li> <li>• System diagrams and narratives.</li> <li>• Updated DD-level cost estimate(s).</li> <li>• Updated logistics and operational phasing plan.</li> <li>• Refined EWP list.</li> <li>• Updated risk matrix.</li> </ul>	Within forty-five (45) days of SD completion date.

7C	100% DD Deliverables	<ul style="list-style-type: none"> <li>• Fully coordinated 100% DD package suitable for GMP pricing.</li> <li>• Updated cost estimate(s) and reconciliation.</li> <li>• Updated integrated schedule.</li> <li>• Refined operational continuity plan.</li> <li>• DD presentation to City staff for final approval(s).</li> </ul>	Within forty-five (45) days of 50% DD completion date.
<u>Task 8: Cost Modeling/Estimate Reconciliation &amp; Schedule/Phasing Development</u>			
8A	Objective	At each milestone (CD, SD, 50% DD and 100% DD), Design-Builder shall facilitate, at a minimum, bi-weekly progress meetings, monthly progress reports, and updates to the various logs, plans, and/or registers as changes are made/as needed.	Milestone Tracking
8B	Deliverables	<ul style="list-style-type: none"> <li>• Identified, transparent cost estimates and risks, and value opportunities.</li> <li>• Updated design risk register, along with constructability review(s).</li> <li>• Preliminary GMP with system-level breakdowns.</li> <li>• Updated Project schedule, site logistics and phasing plan(s) for operational continuity.</li> <li>• Recommendations for EWP's and procurement strategies for long-lead items.</li> </ul>	Ongoing and as necessary.
<u>Task 9: Guaranteed Maximum Price (GMP) Development</u>			
9A	Objective	<p>Following 100% DD approval, the Design-Builder will prepare and submit the GMP package for City review using an open-book approach and competitive trade bidding to ensure transparency.</p> <p>If the City and Design-Builder cannot reach agreement on the GMP, schedule, Phase 2 Amendment terms and/or completion date, the City reserves the right to terminate for convenience and procure construction separately.</p>	GMP Package
9B	Key Components	<ul style="list-style-type: none"> <li>• GMP-level drawings and outline specifications.</li> <li>• Detailed schedule of values (SOV) including: <ul style="list-style-type: none"> <li>a. Subdivision of work into parts based on the Work Breakdown Structure (WBS);</li> <li>b. Values for all items comprising the work; and</li> <li>c. Basis for monthly progress applications for payment as part of the open book basis.</li> </ul> </li> <li>• Breakdown by trade and system.</li> <li>• List of clarifications, assumptions and exclusions used in the development of the GMP.</li> <li>• Subcontractor bid results and procurement narratives.</li> <li>• Updated, integrated schedule and phasing plan.</li> <li>• Bonds, insurance certificates, and other required documentation and/or supplementary forms.</li> </ul>	To be submitted as part of the Phase 2 Price Proposal, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a GMP.

## PHASE 2: CONSTRUCTION AND CLOSE-OUT SERVICES

Design-Builder's Phase 2 services shall consist of design support during construction; the procurement of all materials and equipment; the performance of construction services; the start-up, testing, and commissioning; and the provision of warranty services, all as to be further described and agreed to in the Contract Price or Phase 2 Amendment.

Design-Builder shall provide, through itself or subcontractors, the necessary supervision, labor, inspection, commissioning, start-up, testing, equipment and materials, construction equipment, supplies, temporary utilities, other temporary facilities, and other related services to enable the PDB team to achieve Substantial Completion and Final Completion of the Project consistent with the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

- Conditions for Issuance of Phase 2 Notice to Proceed (NTP)
  - Agreement upon a final GMP, Project schedule, and completion date.
  - Completion of plan checks for Phase 2 and verification of conformance to the Agreement.
  - Verification of required payment bond and insurance.
  - Confirmation that the Project cost is within the approved budget.

### Construction Bid Packages

As construction bid packages are to be developed and released progressively, aligned with the phased design completion and cost validation milestones, the Design-Builder, in coordination with the City, may develop a preliminary bid package plan and procurement strategy that leverages early procurement opportunities and logical bid package breakdowns.

Bid packaging components shall be identified by the Design-Builder during the Pre-Construction services phase. Examples of possible bid packages include work for underground utilities, site preparation and improvements, building construction and landscaping.

Upon the City's acceptance of the Design-Builder's recommended separate bid packages, the Design-Builder shall include the bid packages in the GMP proposal to the City and indicate separate construction costs, schedule and other conditions for each bid package to be initiated, completed and accepted in accordance with the Contract Documents.

### Subcontractor Procurement Methodology

The Design-Builder shall set forth, using the Designation of Subcontractor's List (Appendix C), required under California Public Contract Code Section 4100 et seq. ("Subletting and Subcontracting Fair Practices Act", Chapter 4 (commencing with Section 4100) of Part 1 of Division 2), the name, location of the place of business, contractor's license number, and public works contractor registration number of each subcontractor that will perform work or labor or render service to the prime contractor in or about the construction of the project as identified in the Design-Builder's SOQ or Proposal.

In accordance with the Public Contract Code as referenced, the Design-Builder shall procure all trade contractors (subcontractors) not otherwise listed in the SOQ or proposal through a publicly advertised and competitive bidding process that provides for public notice of the availability of work to be subcontracted and a fixed date and time as to which the subcontracted work will be awarded.

Per the contract terms, and in compliance with the associated California statute, the Proposer must provide an enforceable commitment to the City that it, as the Design-Builder, and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project or contract that falls within an apprenticed occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1. Note: The City will not reimburse the Design-Builder or trade contractors (subcontractors) for the reproduction costs of bid or construction documents.

Design-Builder Responsibilities for Construction Documents

- Design decisions to be based on construction materials, methods, systems and costs to provide the best value within the sought price and schedule.
- Documents shall identify design codes, standards and requirements used for the development of the plans, including the edition and applicable sections.
- Update building information modeling (BIM) to include specific construction elements, connections and interfaces, and fabrication/assembly details.
- Technical documents incorporating all input/comments and agreed upon value-engineering items shall be advanced to Issued-for-Construction (IFC) level.
- Documents shall include a quality control program and an implementation plan to ensure the Project progresses and complies with the approved design.
- Registered design professional-of-record (DPOR) shall provide construction administration services and specify all tests and inspections that are mandated by the building code and necessary to achieve regulatory compliance.
- DPOR services shall also include shop drawing review, response to requests for information, and periodic site visits to observe/verify quality of work.
- Manage design package, track all approvals through final signoff, and facilitate regulatory approval, permit acquisition and code compliance.
- Final, approved-for-construction set of documents shall be signed and stamped by the California-licensed professionals who prepared them and such licensed (sub-)contractors shall certify the documents' compliance with codes, standards, practices and regulations.

<u>Task 10: Construction Documents (CD) Milestone</u>			
10A	Objective	Design-Builder shall develop, prepare and submit complete Construction Documents, taking into account performance specifications and quality of materials and equipment identified in the DD phase, to ensure achievement of established City goals within the agreed upon contract price/GMP.	CD Milestones at 30%, 60%, 90% and 100%
10B	Deliverables	<ul style="list-style-type: none"> <li>• Drawings and specifications for all disciplines.</li> <li>• Updated cost model.</li> <li>• Updated schedule and critical path analysis.</li> <li>• Constructability refinements.</li> <li>• Updated EWP scope and sequencing.</li> </ul>	100% CDs must be permit-ready and stamped by California licensed contractors.

<u>Task 11: Cost Estimating</u>			
11A	Objective	Design-Builder shall develop a cost model for the Project for review and approval by Owner as to the format for presenting cost estimates that will be used consistently throughout the Project and so the Owner can track the evolution of estimated costs through successive cost submittals.	Cost model review and approval
11B	Components	<p>Costs shall be broken down to show/display:</p> <ul style="list-style-type: none"> <li>- Labor classification and hours (including any overtime and/or night shift as needed);</li> <li>- Equipment and materials;</li> <li>- Any subcontract costs for each item;</li> <li>- All contingency and escalation factors; and</li> <li>- Assessment of risks and risk costs.</li> </ul> <p>Cost model shall include such cost details and a section for summary costs of major cost categories, markups and contingencies.</p>	Initial/first cost estimate to be updated at any point thereafter based on design changes.
<u>Task 12: Schedule Development</u>			
12A	Objective	Design-Builder shall develop and submit a Project Baseline Schedule that includes contractual dates for key milestones including Substantial Completion and Final Completion.	Project Baseline Schedule
12B	Components	<ul style="list-style-type: none"> <li>- Schedule shall use critical path method (CPM);</li> <li>- Durations shall not exceed thirty (30) days, except for fabrication and delivery of equipment and materials, design activities, or items approved in writing by Owner;</li> <li>- Schedule shall include activities that require Owner's observation or acceptance;</li> <li>- Planned shutdowns/outages shall not exceed eight (8) hours and require Owner approval, and designs shall include provisions for such;</li> <li>- Tasks for Owner review shall be based on a three (3) week duration aligned with CPM; and</li> <li>- Schedule shall be in Microsoft Project, submitted as electronic files (native and Adobe PDF format) and hard copy, unless otherwise agreed to by all parties.</li> </ul>	Updated at min. on a monthly basis, and as needed to reflect significant Project changes, concurrent with design changes.
<u>Task 13: Schedule of Values</u>			
13A	Objective	The Phase 2 activities in the Project Baseline Schedule are required to match the Schedule of Values (SOV) that will be used for Phase 2 progress payments (defined in the Agreement).	Congruent with Baseline Schedule

13B	Elements	<p>SOV shall be an early-stage Phase 2 Deliverable and included in the Phase 2 Amendment for:</p> <ul style="list-style-type: none"> <li>- Permitting;</li> <li>- Construction Design Documents;</li> <li>- Engineering services during construction;</li> <li>- Construction and permit compliance; and</li> <li>- Testing, startup, and commissioning.</li> </ul>	Review by Owner within a three (3) week duration.
-----	----------	---	---

**Task 14: Construction Phase Management**

14A - Site Safety and Cal/OSHA Compliance	Develop and implement a site-specific safety plan compliant with Cal/OSHA. Maintain secure access controls separating construction zones from operational City facilities.
14B - Utility Coordination	Manage tie-ins, relocations, and shutdowns to existing utilities to avoid disruption to active facilities.
14C - Document Management	Maintain construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a project management platform as agreed upon by the parties.
14D - QA/QC Procedures & Required Inspections	Implement a quality assurance/quality control (QA/QC) program to verify conformance with design intent and specifications, including regular inspections, testing oversight, and deficiency tracking through Punch Lists.
14E - Document Management	Maintain and manage construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a cloud-based project management platform as agreed upon by Owner and Design-Builder.
14F - Change Management	Administer a transparent process for evaluating pricing, approving changes, and maintaining real-time logs and impact analyses for City review.
14G - Phasing and Operational Continuity, Including Coordination with City's Inspector	Implement approved construction sequencing plan and coordinate any temporary facilities, apparatus access routes, and on-site circulation to maintain uninterrupted emergency response operations. Proactively manage transitions between temporary and permanent facilities to ensure safety, accessibility, and minimal disruption to City personnel and surrounding neighborhoods.
14H - Trade Coordination	Oversee subcontractor performance, manage work sequencing, resolve trade conflicts, and enforce adherence to safety, schedule and quality requirements.
14I - Environmental and Regulatory Compliance	Ensure construction activities comply with environmental regulations, stormwater pollution prevention measures, hazardous materials handling, sustainability targets, and all applicable local and state codes.

14J - Testing and Inspection	Coordinate with the City all special testing and inspection of the Project's construction and as necessitated by law.
14K - Site Progress Reporting	Provide weekly site progress reports, photos, safety logs, and participate in regular OAC (Owner-Architect-Contractor) meetings; assist the City in reporting Project progress to oversight entities at regular intervals and as necessary.
<u>Task 15: Commissioning, Turnover and Training</u>	
15A - Implement Commissioning Plan for Buildings	Systematic, quality-focused process through operation, involving design review, installation verification, extensive functional testing, documentation and staff training.
15B - Deliver O&M Manuals	Delivery of record documents including operations and maintenance (O&M) manuals, warranty services, and as-built drawings for performing system start-up, testing and balancing.
15C - Conduct Systems Training	Educate O&M staff on how to properly run, monitor and maintain the building's components and system sequences.
15D - Provide As-Built Drawings	Updated plans with facilities' final, actual construction, reflecting all changes from original designs, including digital models.
15E - Prepare Warranty Log	Create a systematic process for recording, monitoring and managing all product or asset warranties through their lifecycle.
<u>Task 16: Commissioning, Turnover and Training</u>	
16A - Punch List Mgmt./Resolution	Identify, track and correct all incomplete, incorrect or defective work items on the Punch List.
16B - Final As-Built Documentation	Submit final set of drawings capturing all changes made during construction and depicting the Project in its completed state.
16C - Final Cost Reconciliation	Upon achieving Final Completion, provide Owner with a Final Application for Payment as required by the Contract Documents.
16D - Occupancy Support	Occupancy and Operations or Post-Occupancy phase as the final stage of the commissioning process.
16E - Closeout Report	Final documentation package confirming all building systems function as designed and verifying all contract requirements met.



# Administrative Report

---

P.1., File # 26-0097

Meeting Date: 1/20/2026

---

**To:** MAYOR AND CITY COUNCIL  
**From:** JOY A. FORD, CITY ATTORNEY

## **TITLE**

APPROVE LETTER TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) REGARDING THE CITY'S SUPPORT OF THE HAWTHORNE ALTERNATIVE FOR THE PROPOSED C LINE EXTENSION TO TORRANCE PROJECT

## **EXECUTIVE SUMMARY**

This item provides City Council and the Mayor an opportunity to approve and authorize dissemination of a comment letter to be submitted to the Metro board in support of the Hawthorne alternative for the proposed C Line extension to Torrance Project.

## **BACKGROUND**

On January 13, 2026, the City Council (with Councilmember Behrendt abstaining) made a referral to the City Attorney to work with outside counsel to prepare a letter on behalf of the voting members of the City Council regarding the City's viewpoint on the C-Line extension. The letter is attached for City Council's review and approval. Following approval, the updated letter will be submitted to the Metro Board Clerk for the January 22 Regular Board Meeting for the Board's consideration.

## **COORDINATION**

The City Attorney's Office prepared this letter in coordination with the City Manager's Office, Livia Beaudin from Coast Law Group LLP, and Councilmembers Obagi and Kaluderovic.

## **FISCAL IMPACT**

The preparation of this letter is absorbed by the City Attorney's budget for the C line extension.

Submitted by:

*Joy A. Ford, City Attorney*

## **ATTACHMENTS**

- Draft Letter - Los Angeles County Metropolitan Transport Authority

**January 21, 2026**Honorable Chair Dutra  
Metro Board Members  
Board Administration  
One Gateway Plaza  
MS: 99-3-1  
Los Angeles, CA 90012**Via Electronic Mail**  
*BoardClerk@metro.net***RE: Item XX: C Line Extension to Torrance Project Final EIR Certification**  
***City of Redondo Beach Comments In Support of Hawthorne Alternative***

Dear Board Chair Dutra and Honorable Board Members:

On behalf of the City of Redondo Beach, please accept this letter as Mayor Light and the City Council's unanimous (4-0) support for the Hawthorne Alternative. Redondo Beach has consistently weighed in to support the Hawthorne Alternative as it achieves the Project objectives, including but not limited to improving mobility, providing alternative modes of transit, and providing more equitable access to regional destinations, displacing the greatest amount of VMT<sup>1</sup> and resulting in the greatest number of annual project trips.<sup>2</sup>

The Hawthorne alignment increases commercial visibility instead of impacting and dividing a residential neighborhood. Some of the significant issues associated with the LPA option would be resolved with the Board's selection of the Hawthorne alignment.<sup>3</sup> The Hawthorne Alternative, studied in depth in the draft and final EIR, resolves potential issues associated with selection of the LPA.<sup>4</sup> In particular, the Hawthorne Alternative avoids relocation of utilities and high risk construction activities associated with the LPA option, such as the multiple fuel and gas pipelines, some of which must be relocated and some of which

---

<sup>1</sup> Final EIR page 3.4-52 and 3.5-18.

<sup>2</sup> 5.2-16 MR-16: Response to Lawndale and Redondo Beach Community Letter, 6.

<sup>3</sup> As Metro staff recently confirmed at the Planning Committee Meeting, the FEIR can be used to substantiate approval of any of the alternatives studied in the Draft and Final EIR, including the Hawthorne Alternative. See Planning and Programming Committee, January 16, 2026 Agenda Item 11, [Attachment E - Hawthorne Option Key Issues & Responses](#) page 24.

<sup>4</sup> A stable project description requires the CEQA documentation and final approval to "describe substantially the same project." *Washoe Meadows Community v. Department of Parks & Recreation* (2017) 17 Cal.App.5th 277, 288. "An accurate, stable and finite project description is the *sine qua non* of an informative and legally sufficient EIR." *County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 192-193.

must rest in place.<sup>5</sup> As presented in the DEIR, a total of 13 properties and the existing freight ROW were identified with potential Recognized Environmental Conditions (RECs) for the LPA project. All of these properties will have an impact on the construction of the LPA option. The subsurface environmental impacts include contaminated soil, groundwater, and/or soil vapor. The historic railroad operations may have led to the presence of hazardous materials along the ROW including heavy metals, hydrocarbon contamination in soil, herbicides, treated wood waste, and asbestos, which would need to be properly handled when disturbed.

In addition, several oil and gas pipelines run within the Metro ROW including a 10-inch Shell crude oil, 8-inch ExxonMobil jet fuel, and 20-inch Chevron gas line.<sup>6</sup> These utility lines have the potential to leak and contaminate the subsurface. The DEIR did not identify any construction impacts or contingencies for subsurface impacts (such as encountering hydrocarbons) discovered during the development of the project.

Whether faced with low or high levels of contamination within the ROW, the proximity and types of construction activities associated with the LPA option introduce unnecessary scheduling uncertainties due to unidentified assessment/remediation work. These deferred assessment, remediation, and relocation activities may extend many years, thereby significantly impacting the project construction costs and schedule.

For these reasons and many more, the Hawthorne Alternative provides the greatest return on regional investment. As a result, if and when the Board certifies the FEIR and approves the Hawthorne Alternative, Redondo Beach is ready to expedite any necessary local approvals and permits to enable timely Project construction and reduce the risk of schedule delays. The City also commits to working expeditiously through the Caltrans relinquishment process for Hawthorne Blvd (SR 107) to enable local control of permitting and approvals. Redondo Beach will work with neighboring jurisdictions to centralize permitting for the Hawthorne option.

Redondo Beach will further advocate for funding for this Project at the South Bay Cities COG, specifically during the Measure M Decennial Review process commencing this year. The City is already actively identifying funding to support the Hawthorne alignment.

The City is also uniquely positioned to ensure traffic in Redondo Beach along Hawthorne Blvd is managed efficiently with minimal disruption during construction. In that regard, the City also appreciates the Board's stated commitment to helping small businesses remain viable during and after construction.<sup>7</sup> Redondo Beach supports expansion of the

---

<sup>5</sup> Final EIR, p. 2.5-1.

<sup>6</sup> Final EIR, p. 3.9-35.

<sup>7</sup> <https://metro.legistar1.com/metro/attachments/daa3b202-f3d7-42a5-b556-4ce9b976b46a.pdf> page 11.

Business Interruption Fund to cover businesses impacted by Project construction along Hawthorne Blvd to ensure their continued success.

The Hawthorne Alternative is the only Project alternative that meets the Project objectives, fulfills the Board's CEQA requirements, and delivers high ridership. Redondo Beach looks forward to working in partnership with Metro, Caltrans, and neighboring communities to deliver high quality transit to the region.

Thank you in advance for your consideration of our comments.

Sincerely,

Jim Light  
Mayor

Joined by:

Brad Waller  
Council Member, District 1

Chadwick Castle  
Councilmember, District 2

Paige Kaluderovic  
Council Member, District 3

Zein Obagi  
Council Member, District 4

CC: L.A. County Metro Board  
Mike Witzansky, City Manager  
Luke Smude, Assistant to the City Manager  
Andrew Winje, Public Works Director  
L.A. County Supervisor Holly J. Mitchell  
L.A. County Supervisor Janice Hahn